



REQUEST FOR PROPOSALS

ONLINE SURVEY AND PANEL MANAGEMENT TOOL

RFP No. PS20160262

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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in renewing or upgrading its existing Talk Vancouver online engagement panel for a two year term. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes Proposals respecting innovative or novel approaches to the City’s objectives and requirements
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that should be contained in each Proposal.
 - (c) **PART C - PROPOSAL FORM:** This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.

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- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 pm Local Time on February 19, 2016
Closing Time	3:00 pm Local Time on February 26, 2016

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

- 3.1 All enquiries regarding the RFP must be addressed to:

Gavin Marshall, Buyer II
Email: gavin.marshall@vancouver.ca

All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

- 3.2 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER. SEE SECTION 11.2(l), (m) and (n) BELOW FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.**

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).
- 4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“ONLINE SURVEY AND PANEL MANAGEMENT TOOL; PS2016XXX”) to the following address:

City of Vancouver
Supply Management, Purchasing Services
4th Floor, 453 West 12th Avenue
Vancouver, British Columbia, Canada V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,
Vancouver City Hall

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453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.
- 4.4 Proposals must not be submitted by fax or email.
- 4.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.6 The City requests that one hard copy and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.
- 4.7 Proposals should not be bound in three-ring binders.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 4.11 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

6.0 CONTRACT REQUIREMENTS

- 6.1 In addition to addressing the other requirements of Part B hereof, each Proponent should indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent should so state and should propose alternative contract language as part of its Proposal.

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6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.

6.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.

7.0 PRICING

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

7.2 Prices must be quoted in Canadian currency.

7.3 Fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

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

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

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

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.

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- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.
- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;
 - (d) accept a Proposal which is not the lowest-price proposal;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
 - (f) reject a Proposal even if it is the only Proposal received by the City;
 - (g) accept all or any part of a Proposal;
 - (h) split the Requirements between one or more Proponents; and
 - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 SUSTAINABILITY

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 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

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City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

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

11.0 LEGAL TERMS AND CONDITIONS

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

- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents should note that:

- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (d) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (e) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (f) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (g) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (h) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

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- (i) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, 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 or announcing the results of the RFP to Proponents.
- (j) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (k) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court 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.
- (l) Each Proponent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
 - i. an elected official or employee of the City; or
 - ii. related to or has any business or family relationship with an elected official or employee of the City,in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (m) Each Proponent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (n) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

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- (o) Each Proponent is required to disclose whether the Proponent is competing for purposes of the RFP with any entity with which it is legally or financially associated or affiliated. Each Proponent must also disclose whether it is cooperating in any manner in relation to the RFP with any other Proponent responding to the RFP. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (p) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (q) A Proponent must not disclose or promote any relationship between it and 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, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.
- (r) Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a Proponent to adjust its Proposal to remedy any such problem, without providing the other Proponents an opportunity to amend their Proposals.

12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) **"Agreement"** means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) **"Form of Agreement"** means the form of agreement contained in Part D of the RFP;
- (d) **"Proponent"** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (e) **"Proposal"** means a proposal submitted in response to the RFP; and
- (f) **"Proposal Form"** means the form contained in Part C of the RFP.

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS**

CITY REQUIREMENTS

- 1.1 The City has the following objectives and requirements (together, the “Requirements”):
- (a) City goals are to match in-person consultation opportunities with online opportunities so that a variety of audiences can be reached through more than one avenue. Digital consultation tools offer a convenient solution for citizens that allow them to engage within their own timeframe while enabling the city to reach a broader, larger audience.
 - (b) The City requires online engagement tools to enable increased participation rates, reach a broader diversity of perspectives and maintain a consistent set of demographic and geographic metrics for increased analytic quality and longitudinal relevance.
 - (c) The online platform currently in use by the City is branded Talk Vancouver (talkvancouver.com). It has panel recruitment capability with a current membership over 5,800. It offers a self-managed survey tool as well as discussion forum and polls. The City wishes to continue or upgrade its existing Talk Vancouver engagement panel.
 - (d) Further information regarding the Requirements is contained in Annex 1 - Schedule of Detailed Requirements in the RFP.
- 1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
- 1.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

- 2.1 Each Proposal should have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.
- 2.2 Each Proposal should contain a section titled “Technical Proposal,” which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this Part B and the numbered sections of Annex 1 to the RFP.
- 2.3 Each Proposal should contain a section titled “Commercial Proposal,” which should contain full details of the Proponent’s proposed pricing and payment terms, which should be in accordance with Part A of the RFP, and, which should include completed tables in the following forms:

Table 1 - Proponents should provide any and all costs associated with their proposed hosted solution inclusive of licensing, panel support & maintenance, etc. over a two year term initial term..

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Table 1 - Licensing and Maintenance Costs			
Module	Number of Licenses	Unit Cost	Total Cost
Licensing		\$	\$
Panel Management and Support		\$	\$
To be determined by Proponent		\$	\$
TOTAL		\$	

Table 2 - Proponents should provide work plan details inclusive of all costs to migrate data, implement and customize the proposed solution.

Table 2 - Estimated Fees/Disbursements						
Work Task/Phase/ Deliverable	Team Members	Activity/Role	Estimated Hours	Hourly Rate	Estimated Fee (hours x rate)	Estimated Other Disbursements
Maximum Fees/ Disbursements						

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

Reference should be made to the foregoing Section 1 of this Part B and Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.

- 2.4 Each Proposal should contain a section titled “Proponent Overview,” which should provide a description of the Proponent’s company, purpose and history of successes.
- 2.5 Each Proposal should contain a section titled “Key Personnel,” which should identify and provide professional biographical information for the key personnel that would perform the Proponent’s work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.
- 2.6 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving digital engagement and online panel management. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.
- 2.7 Each Proposal should contain a section titled “References,” which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.
- 2.8 Each Proposal should contain a section titled “Subcontractors,” which should list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.
- 2.9 If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.
- 2.10 Each Proposal should contain a section titled “Work Plan,” which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent’s work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing the “Technical Proposal” section where appropriate.
- 2.11 Each Proposal should contain a section titled “Sustainability,” wherein the Proponent should describe its own corporate sustainability practices and the environmental and social aspects of its Proposal inclusive of the following:
 - (a) duly completed Declaration of Supplier Code of Conduct Compliance in the form of Annex 3;
 - (b) duly completed Vendor Sustainability Leadership Questionnaire in the form of Annex 4;
 - (c) Goods or Services Sustainability Requirements set out in Annex 5.

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

- 2.12 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Each Proposal should contain a section titled "Deviations and Variations," in which the Proponent should: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Form of Agreement.
- 2.13 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) should be provided separately in the appendix.
- 2.14 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.15 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.16 Each Proponent should submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 12 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.
- 2.17 Each Proponent should submit with its Proposal proof of valid WorkSafeBC registration.
- 2.18 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 thereto.

REQUEST FOR PROPOSALS NO. PS20160262
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PART C - PROPOSAL FORM

PROPOSAL FORM

RFP No. PS20160262, ONLINE SURVEY AND PANEL MANAGEMENT TOOL (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

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

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20160262, as amended from time to time and including all addenda.

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3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

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5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

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

6.2 Indemnity by the Proponent

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

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

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6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

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

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

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8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's 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 RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - i. an official or employee of the City; or
 - ii. related to or has any business or family relationship with an elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

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- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

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

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

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

in each case as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and 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, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, “City of Vancouver”, “Vancouver Police Board”, “Vancouver Public Library”, “Vancouver Park Board”, “Vancouver Board of Parks and Recreation”, or any other reference to any of the foregoing, without the express prior written consent of the City.

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11 GENERAL

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

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

PS20160262 - ONLINE SURVEY AND PANEL MANAGEMENT TOOL

THIS AGREEMENT (the “Agreement”) made as of the ____ day of _____.

BETWEEN:

-
-

(the “Supplier”)

OF THE FIRST PART

AND:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y1V4

(the “City”)

OF THE SECOND PART

BACKGROUND:

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

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

1.0 DEFINITIONS AND SCHEDULES

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

- (a) “**Applicable Laws**” means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA and PIPA.
- (b) “**City**” means the City of Vancouver.
- (c) “**Contract Price**” means the fixed price set out in Schedule D to be paid by the City to the Supplier for the Services including the Software.

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- (d) **“Documentation”** means user documentation provided electronically or in paper form by the Supplier for use with the Software, as may be periodically updated and provided by the Supplier.
- (e) **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.
- (f) **“personal information”** has the meaning given to it in FOIPPA and PIPA, as applicable.
- (g) **“PIPA”** means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.
- (h) **“Service Level Commitments”** means the service level commitments set out in section • of Schedule A.
- (i) **“Services”** means all of the obligations set out in this Agreement that are to be satisfied by the Supplier including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A), complying with the Service Level Commitments, providing the training set out in section 7.0 and all services and other requirements set out in Schedule E (RFP) and Schedule F (Supplier’s Proposal). For certainty, the Supplier will perform all Services for the fixed Contract Price.
- (j) **“Software”** means the software and service called the • which is developed, owned and hosted by the Supplier that complies with the requirements of this Agreement.
- (k) **“Transmitted Data”** means all data transmitted to and from the City through the Software, which data includes, without limitation, personal information.

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

- (a) Schedule A - Scope of Work
- (b) Schedule B - Additional Security and Privacy Requirements
- (c) Schedule C - Certificates of Insurance
- (d) Schedule D - Contract Price
- (e) Schedule E - RFP issued **PS20160262**
- (f) Schedule F - Supplier’s Proposal dated •

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

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

2.1 The Supplier will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA and all other applicable privacy and personal information laws). The Supplier will at all times

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maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.

- 2.2 The Supplier hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.
- 2.3 The Supplier's obligations under this Agreement have been set out following consultations between the parties. If the Supplier's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Supplier now agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

- 3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by the Supplier or are owned by a third party who has agreed to host the Software pursuant to a contract between the Supplier and such third party. If the Software is hosted on third party owned servers and equipment, the Supplier has full control over such Software pursuant to the contract between the Supplier and such third party. The City may access the Software, but has no right to receive a copy of the object code or source code to the Software.
- 3.2 As part of the Service, the Supplier will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City by no later than •.
- 3.3 The Supplier will regularly upgrade and update the Software. The Supplier will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and Service Level Commitments.
- 3.4 The Supplier solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0 CONDITIONS OF USE

- 4.1 The City's right to use the Software is conditional upon the following. The City may not:
- (a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;
 - (b) sell, rent or lease the Software;
 - (c) make the Software available to anyone who is not an "Authorized User". An Authorized User is an employee of the City who is authorized by the City to access and use the Software;
 - (d) create any derivative works based upon the Software or Documentation;
 - (e) copy any feature, design or graphic in, or reverse engineer, the Software; or
 - (f) use the Software in a way that violates any criminal or civil law.

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

5.0 DATA SECURITY AND PRIVACY

5.1 The Supplier must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose.

5.2 As between the City and the Supplier, the Transmitted Data is owned by the City, and the Supplier makes no claim to any right of ownership in it.

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

5.4 Once the Transmitted Data is transferred through the Software to the Supplier, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by the Supplier or are owned by a third party who has agreed to host the Software pursuant to a contract between the Supplier and such third party. If the Software is hosted on third party owned servers and equipment, the Supplier has full control over such Software and all Transmitted Data pursuant to the contract between the Supplier and such third party.

5.5 As of the date of this Agreement, the Software and Transmitted Data will be stored on the Supplier's primary server, which is situated at facilities operated by a third party company called ● (the "Host") and located at ●. Physical access to the Supplier's primary server is locked and restricted to only the Supplier's employees. All data that flows in and out of the Supplier's primary server through the Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, the Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on servers and other equipment situated at facilities operated by the Supplier located at ●. If the location of the Supplier's primary and back-up servers and other equipment changes during the Term of this Agreement, the Supplier shall immediately notify the City in writing. The Supplier will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent the Supplier is able through its contract with the Host, the Supplier will use commercially reasonable efforts to require the Host to ensure the safety, security, confidentiality and continued availability of all data stored on the Supplier's primary server (including all Transmitted Data) located at the Host's facility.

5.6 Except with the prior written approval of or instructions from the City, the Supplier shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.

5.7 The Supplier shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce the Supplier's rights in a dispute over this Agreement.

5.8 If the Supplier is responsible for any loss or corruption of any Transmitted Data, the Supplier will immediately restore or recreate such Transmitted Data and, if it is in default of such

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obligation, the Supplier will be responsible for the City's reasonable costs and expenses to restore or recreate such lost or corrupt data.

- 5.9 The Supplier must ensure that the data centre and servers containing the Transmitted Data meets the following physical and electronic security requirements:
- (a) single point of entry;
 - (b) main access monitored with additional access for emergency purposes only;
 - (c) surveillance cameras in physical data centre facility/room;
 - (d) access validation with identity check;
 - (e) access only to persons on the Supplier's approved access list;
 - (f) log-in validation;
 - (g) creation of accounts only as verified by the Supplier;
 - (h) access to servers via encrypted means; and
 - (i) servers running behind secure firewall.
- 5.10 The Supplier shall ensure that its employees are aware of their obligations regarding data security and privacy under this section 5.0, Schedule A and Schedule B of this Agreement.

6.0 WARRANTIES

6.1 **Software Warranties:** The Supplier warrants that:

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

6.2 **Corporate and Other Warranties:** The Supplier warrants that, as of the date of this Agreement, the Supplier:

- (a) has full right, power and authority to enter into this Agreement and to perform its obligations under it;
- (b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform the Supplier's obligations under it;
- (c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of • and is lawfully registered and licensed to do business in the Province of British Columbia;
- (d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

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- (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and
- (f) all other representations and warranties made by the Supplier in this Agreement are true and accurate.

6.3 If the Software does not satisfy the requirements of this Agreement, the Supplier must immediately, at its option, either:

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

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the Supplier shall refund to the City all amounts paid by the City and the City will have no further obligation or liability to the Supplier.

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

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

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the Supplier shall refund to the City all amounts paid by the City and the City will have no further obligation or liability to the Supplier.

7.0 TRAINING AND SUPPORT

7.1 **Training for the City:** The Supplier shall provide the following training for the City as part of the Contract Price set out in Schedule D and for no additional consideration:

- (a) • hours/days of on-site training in Vancouver at a location(s) and at such times as determined by the City that meet the following requirements:
 - (i) •
 - (ii) •
- (b) • hours/days of remote training that meets the following requirements:
 - (i) •
 - (ii) •

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- (c) provide Documents and training relating thereto pertaining to the use of the Software and other training materials (including screen shots, training manuals, user manuals, etc.); and
- (d) provide training support from time to time during the term of this Agreement (i.e. be available to answer questions, attend conference calls, etc. as needed by the City).

7.2 **Support:** The Supplier shall provide the following support services to the City as part of the Contract Price set out in Schedule D and for no additional consideration:

- (a) **E-Mail Support:** E-Mail Support shall comprise e-mail access and response.
- (b) **Direct Support:** In addition to the support and availability commitments set out in Schedule A, the Supplier shall provide the following Software support to the City during the term of this Agreement:
 - (i) advice by telephone or e-mail on the use of the Software without any limit on the amount of incident reports as follows:
 - (1) an emergency contact number available 24/7/365 for serious Software or Service performance issues;
 - (2) for less serious issues, by phone from Monday to Saturday inclusive from 9:00 a.m. to 5:00 p.m. Central Standard Time;
 - (3) online help •
 - (ii) the dispatch out by email or mail of fix announcements to the Software, information regarding forthcoming new releases and technical newsletters;
 - (iii) the creation and upload to the Software, from time to time, of patches and fixes in respect of the Software;
 - (iv) the diagnosis of errors in the Software and the rectification of such errors (remotely or by attendance on site as determined by the Supplier) by the issue of fixes in respect of the Software and the making of all consequential amendments (if any) to the Documentation;
 - (v) any other support service offered to the City from time to time; and,
 - (vi) the issue of new releases of Software.
- (c) **Service Level Commitments:** The Supplier will comply with the terms and conditions of the Service Level Commitments.
- (d) **Notice to the City of Outage:** In the event of an issue or malfunction in the Software or Service and as a result it is not accessible or useable by the City, the Supplier will immediately notify the City of such issue or malfunction and keep it reasonably updated as to when service will be restored to normal operation.

8.0 TERM OF AGREEMENT

Subject to earlier termination in accordance with the terms of this Agreement, the term of this Agreement will commence on the date first written above and will expire on the • anniversary

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of such date. Notwithstanding the foregoing, the City may, but is not required to, renew this Agreement on the same terms and conditions for two additional one year periods by giving the Supplier written notice of renewal prior to the expiry of this Agreement.

9.0 CONTRACT PRICE

9.1 In consideration for the Services and other obligations to be performed by the Supplier under this Agreement, the City will pay the Supplier the Contract Price set out in Schedule D.

10.0 TERMINATION

10.1 The City may terminate this Agreement (a) if the Supplier is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the City, and (b) immediately if the Supplier becomes insolvent, bankrupt or is otherwise unable to carry on business.

11.0 THE SUPPLIER'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

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

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

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

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

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

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

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12.0 INSURANCE

12.1 Required Insurance/Amounts. Prior to commencing the Services, the Supplier will obtain:

- (a) a Professional (Error and Omissions) Liability insurance policy with limits of not less than \$2,000,000 per claims and an aggregate of not less than \$3,000,000, 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 \$2,000,000 per occurrence, aggregate of not less than \$2,000,000, and a deductible of not more than \$5000, 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.

12.2 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 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 will not be cancelled without the insurer giving the City at least 30 days' prior written notice.

12.3 Insurance Certificate. Prior to signing this Agreement, the Supplier will provide the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more Certificates of Insurance in form and substance satisfactory to the City. The Certificates 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 Certificates of Insurance (or copies of the policies themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4 Additional Requirements. The Supplier will provide, at its own cost, any additional insurance which is required by law to provide or which it considers necessary.

12.5 Insurance Requirements Independent of Additional Obligations. Neither the providing of insurance by the Supplier 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 Supplier from any other provisions of this Agreement with respect to liability of the Supplier or otherwise.

13.0 LIMITATION OF LIABILITY

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or

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lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0 RELEASE AND INDEMNIFICATION

14.1 The Supplier now releases the City and its officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Supplier and its officers, employees and agents in connection with the Supplier's performance of the Services under this Agreement.

14.2 The Supplier hereby agrees to indemnify and save harmless the City and its officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of the performance by the Supplier of this Agreement, a breach by the Supplier of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of the Supplier or its officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

14.3 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

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

15.0 CONFIDENTIALITY

15.1 The confidentiality obligations set out in this section 15.0 are in addition to the Supplier's obligation to comply with FOIPPA, PIPA, all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.

15.2 In the course of or for the purpose of performing the services contemplated in this Agreement, the Supplier will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "Confidential Information"). Confidential Information includes all information, in whatever form, other than:

- (a) information which is in, or becomes part of, the public domain, not due to the Supplier's breach of this Agreement or the Supplier's actions;
- (b) information which was previously in the Supplier's possession and did not originate from the City; and
- (a) information which lawfully becomes available to the Supplier from a third party not under an obligation of confidence to the City regarding such information.

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- 15.3 The Supplier will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Supplier 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. The Supplier will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.4 If the Supplier is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Supplier shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Supplier will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.
- 15.5 The Supplier acknowledges that a breach by the Supplier or any of its employees of their respective confidentiality obligations pursuant to this section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. the Supplier agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. The Supplier shall pay all of the costs and legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by the Supplier of this section 15.0.
- 15.6 The Supplier shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (c) expiration or earlier termination of this Agreement; and
 - (d) written request of the City for return of the Confidential Information.
- 15.7 The Supplier shall ensure that its employees are aware of their obligations of confidentiality under this section 15.0.
- 15.8 This section shall survive the expiration or earlier termination of this Agreement
- 16.0 NO PROMOTION OF RELATIONSHIP**
- 16.1 The Supplier 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 Supplier to perform its obligations under this Agreement).
- 16.2 Furthermore, the Supplier undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Supplier and the City. Without limiting the generality of the foregoing, the Supplier will not refer to or use any website, domain name, official emblem, logo or

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mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 UNAVOIDABLE DELAY

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

18.0 NOTICES

18.1 Any notice required or permitted to be given to the Supplier will be sufficiently given if delivered in writing by the City to the Supplier by e-mail or fax to the following:

-
-
- Attention: •
- E-Mail: •
- Fax: •

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Supplier to the attention of the City by e-mail or fax to the following:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
Attention: •
E-Mail: •
Fax: •

with a copy to:

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

Attention: *Francie Connell and Brad Woods*
E-Mail: francie.connell@vancouver.ca; brad.woods@vancouver.ca
Fax: 604-873-7445

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19.0 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

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

20.0 NO SUB-CONTRACTING OR ASSIGNMENT

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

21.0 MISCELLANEOUS

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

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

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

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

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

21.6 **Entire Agreement.** This Agreement and the schedules constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the

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subject matter hereof. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.

- 21.7 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Supplier.
- 21.8 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable by the Supplier 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 Supplier, whether such claim is at law or in equity or tort or on any other basis.
- 21.9 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Supplier and their respective successors and permitted assigns.
- 21.10 **Independent Contractor.** This Agreement is a contract for services and the Supplier, its officers, directors, shareholders, partners, personnel, affiliates and agents of the Supplier are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. the Supplier will not represent to anyone that the Supplier has any authority to bind the City in any way or that the Supplier is an agent of the City.
- 21.11 **Governing Law and Resolution of Disputes.** 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.

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

•

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

CITY OF VANCOUVER

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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SCHEDULE A

SCOPE OF WORK

[Note: This SOW will be developed based on requirements set out in the RFP and responses provided by the Supplier in its proposal]

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SCHEDULE B

ADDITIONAL SECURITY AND PRIVACY REQUIREMENTS

The Supplier shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information acquired or accessed by the Supplier in connection with the Agreement.

1.0 GENERAL

1.1 Acknowledgment: The Supplier acknowledges that under this Agreement, it will acquire or have access to “personal information” as such term is defined in FOIPPA. The Supplier further acknowledges that both the City and the Supplier have obligations under FOIPPA to protect such information and that any unauthorized disclosure or use of such information could result in irreparable and significant harm to the City.

1.2 Privacy Legislation and Obligations

- (a) The City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including the Supplier) to protect all personal information acquired from the City or obtained independently in the course of providing services to the City. The Supplier confirms and acknowledges its obligations to comply with the provisions of FOIPPA. The Supplier further confirms and acknowledges its obligations to comply with all other applicable laws relating to privacy and personal information including PIPA in relation to any personal information (as defined in such Act) to which the Supplier has access under this Agreement.
- (b) The Supplier has implemented appropriate or will implement appropriate policies and security measures to comply with all applicable laws relating to privacy and personal information including FOIPPA and PIPA, as well as to comply with the terms of this Agreement.
- (c) The Supplier agrees that all personal information to which the Supplier has access under this Agreement is “under the control” of the City for the purposes of FOIPPA. The City is only transferring physical custody of the personal information to the Supplier, not control of that information, and the authority over the use, disclosure, access, destruction and integrity of the personal information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over the personal information by notice in writing to the Supplier and the Supplier shall comply with the instructions in the City’s notice.
- (d) If an access to information request is made to the Supplier under applicable laws relating to privacy and personal information, the Supplier shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City’s request, provided the Supplier is not prohibited by applicable laws from doing so, direct such information request to the City for the City to handle. In the case of (ii), the Supplier shall, at the City’s expense, deliver to the City copies of all relevant records within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (e) In the case of an access to information request made to the City, the Supplier, at the City’s expense, shall deliver to the City copies of all relevant records within seven (7) days of notification by the City and shall comply with all other requests of the City.

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- (f) All personal information and City information shall be treated as confidential and is supplied to the Supplier only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement. No personal information and City information shall be disclosed unless the Supplier is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.
- (g) The Supplier shall not sub-contract any obligations to be performed by the Supplier under the Agreement to any other party other than as permitted under the Agreement. If the City allows the Supplier to engage a sub-contractor, the Supplier shall ensure that any sub-contractor complies with all provisions of this document.
- (h) Once the Supplier possesses or has access to personal information and City information, such information will be stored and backed-up on servers and other equipment that are owned or controlled by the Supplier and that are physically located in Canada. Physical access to the Supplier's servers are locked and restricted to only the Supplier employees and authorized agents. If the location of the Supplier's primary or back-up servers change, the Supplier will promptly notify the City in writing of the address of the new location. The Supplier will not store any personal information or City information on any other server or equipment without the prior written approval of the City.
- (i) Except with the prior written approval of or instructions from the City, the Supplier shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the personal information or City information in any way.
- (j) The Supplier shall not withhold any personal information or City information to enforce payment by the City or to enforce the Supplier's rights in a dispute over this Agreement.
- (k) As between the City and the Supplier, the personal information and City information is owned by the City, and the Supplier makes no claim to any right of ownership in it.

1.3 **Authorized Purposes:** The Supplier may only use the personal information and City information to which the Supplier has access under this Agreement to carry out the Supplier's obligations under this Agreement and for no other purpose ("**Authorized Purposes**").

1.4 **Restricted Access**

- (a) The Supplier will permit access to personal information and City information only to those employees who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). The Supplier will at all times maintain a current list of Authorized Employees. The Supplier will, upon City's request, provide the City with the list of Authorized Employees.
- (b) The Supplier will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, and to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. As of the date of this Agreement, the Supplier hereby designates • (the Supplier's Privacy Officer - located at the Supplier's head office at • as the Compliance Representative. The Supplier will promptly advise the City of any change to the Compliance Representative.

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- 1.5 **Security:** The Supplier will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and City information is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:
- (a) restricted access to records containing paper copies of personal information and City information;
 - (b) restricted access to personal information and City information stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
 - (c) systems containing personal information and City information will be capable of providing an audit trail and user access logs, which logs will be retained by the Supplier during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and City information.
 - (d) The Supplier must ensure that the data centre and servers containing the personal information and City information meets the following physical and electronic security requirements:
 - (i) single point of entry;
 - (ii) access only to persons on the Supplier approved access list;
 - (iii) log-in validation;
 - (iv) creation of accounts only as verified by the Supplier;
 - (v) external or WIFI access to servers via encrypted means; and
 - (vi) servers running behind secure firewall.
- 1.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**
- (a) Subject to the exception set out in subsection 1.6(b) below, the Supplier will not (i) store personal information and City information outside Canada, (ii) have personal information and City information accessible from outside Canada, (iii) transmit personal information and City information outside Canada, or (iv) otherwise permit any personal information and City information to leave Canada.
 - (b) Notwithstanding the above, the Supplier is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:
 - (i) such disclosure is necessary for the Supplier to provide the support services as contemplated under the Agreement;
 - (ii) such disclosure is limited to temporary access and storage by the Supplier or its authorized contractor outside of Canada for the minimum time necessary for the purpose set out in (i);

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- (iii) once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by the Supplier or its authorized contractor is irrevocably and permanently destroyed and deleted and, if requested by City, the Supplier has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);
- (iv) all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by the Supplier;
- (v) the Supplier complies with all applicable laws outside Canada regarding the Supplier's disclosure and handling of such information; and
- (vi) upon request by the City, acting reasonably, the Supplier cooperates in good faith in facilitating the audit or verification of the Supplier's compliance with the foregoing by the City.

1.7 Information Retention and Destruction:

- (a) **The Supplier's Retention and Destruction:** The Supplier is only permitted to retain personal information and City information or any records of personal information and City information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, the Supplier shall hold such personal information and City information in compliance with the security, privacy and confidentiality requirements of this Agreement. Upon the expiry of one year after the end of the term, the Supplier will permanently and securely destroy the personal information and City information and all records thereof in a manner that is appropriate for the media so that the personal information and City information or any portion of it cannot be subsequently retrieved, accessed or used by the Supplier or any other person. After the personal information and City information is destroyed, the Supplier shall deliver a notice in writing (in form and substance satisfactory to the City) to the City confirming such destruction.

1.8 Inspection and Compliance

- (a) During this Agreement and during the period of time that the Supplier is permitted by this document to retain personal information and City information, the City's authorized representative may, on reasonable notice and during regular business hours, enter the Supplier's premises and/or will be given access to the Supplier's computer systems to inspect any personal information and City information in the possession of the Supplier or any of the Supplier's information management policies or practices relevant to its compliance with this Agreement.
- (b) The City may request the Supplier to provide a written certificate confirming the Supplier's compliance with all obligations under this document, and if so requested, the Supplier will within ten (10) business days either:
 - (i) provide such certificate; or
 - (ii) provide a notice of non-compliance in accordance with section 1.9.

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- (c) The Supplier will promptly forward to the City any records that the City may request in order to review whether the Supplier is complying with this Agreement.
 - (d) If requested by the City, acting reasonably, the Supplier will appoint an independent, external auditor at the City's expense to review the Supplier's information and security practices under this Agreement. the Supplier will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.
 - (e) The Supplier will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commission (British Columbia) in connection with the personal information and City information.
- 1.9 **Written Notice of Non-Compliance.** The Supplier will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps the Supplier proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.
- 1.10 **Survival:** The obligations in this document shall survive the expiration or earlier termination of this Agreement.
- 2.0 ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**
- 2.1 The Supplier shall, in respect of storage of, and access to, personal information and City information:
- (a) take a physical inventory, at least annually, of all records containing personal information and City information, to identify any losses;
 - (b) ensure that records are not removed from storage premises without appropriate written authorization;
 - (c) use physically secure areas for the storage of records and restrict access to authorized personnel;
 - (d) ensure that access to documentation about computer systems that contain personal information and City information is restricted to authorized personnel;
 - (e) ensure that users of a system or network that processes personal information and City information are uniquely identified and that, before a user is given access to the system or personal information and City information, their identification is authenticated each time;
 - (f) implement procedures for identification and authentication, which include:
 - (i) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;
 - (ii) ensuring that authentication codes or passwords:
 - (1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;
 - (2) are known only to the authorized user of the account;

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- (3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
 - (4) are no fewer than 6 characters in length;
 - (5) are one-way encrypted;
 - (6) are excluded from unprotected automatic log-on processes; and
 - (7) are changed at irregular and frequent intervals at least semi-annually;
 - (g) maintain and implement formal procedures for terminated employees who have access to personal information and City information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;
 - (h) take reasonable security measures in respect of personal information and City information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;
 - (i) implement automated or manual controls to prevent unauthorized copying, transmission or printing of personal information and City information; and
 - (j) implement control procedures to ensure the integrity of the personal information and City information being stored, notably its accuracy and completeness.
- 2.2 The Supplier must store personal information and City information on agreed-upon media in accordance with prescribed techniques that store the personal information and City information in a form that only authorized persons may access. These techniques may include translating the personal information and City information into code (encryption) or shrinking or tightly packaging the personal information and City information into unreadable form (compression).
- 2.3 The Supplier shall store backup copies of personal information and City information off-site under conditions which are the same as or better than originals.
- 2.4 The Supplier shall securely segregate personal information and City information from information owned by others (including the Supplier), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:
- (a) separate storage facilities for personal information and City information;
 - (b) authorization before a person is granted access to computers containing such personal information and City information; and
 - (c) entry passwords and the employment of public key encryption/smart card technology where practicable.

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- 2.5 The Supplier shall ensure the integrity of personal information and City information stored, processed or transmitted through its system or network.
- 2.6 The Supplier shall co-operate with, and assist in, any City investigation of a complaint that personal information and City information has been used or disclosed contrary to the terms of this Agreement, FOIPPA or any other applicable privacy or personal information laws.
- 2.7 As per 1.8, the City shall be able to access the Supplier's premises and other places where the Supplier's servers and other equipment are located to recover any or all City records and personal information and City information and for auditing purposes to ensure compliance with the terms of this Agreement.

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SCHEDULE C
INSURANCE CERTIFICATES

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SCHEDULE D
CONTRACT PRICE

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SCHEDULE E

RFP

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SCHEDULE F
SUPPLIER'S PROPOSAL

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS**

1.0 INTRODUCTION

- 1.1 Through its Digital Strategy and the recommendations of the Mayor's Engaged City Task Force, the City has identified the need to offer interactive digital consultation opportunities for the public.
- 1.2 City goals are to match in-person consultation opportunities with online opportunities so that a variety of audiences can be reached through more than one avenue. Digital consultation tools offer a convenient solution for citizens that allow them to engage within their own timeframe while enabling the city to reach a broader, larger audience.
- 1.3 Online engagement tools enable the City to increase participation rates, reach a broader diversity of perspectives and maintain a consistent set of demographic and geographic metrics for increased analytic quality and longitudinal relevance.
- 1.4 For the last two years, the City has used an online engagement platform branded Talk Vancouver (talkvancouver.com). It has panel recruitment capability, with a current membership over 5,800 members. It offers a self-managed survey tool as well as discussion forum and polls. The City wishes to renew or upgrade its existing Talk Vancouver engagement panel.

2.0 BACKGROUND

- 2.1 The City employs a full time analyst who manages the Talk Vancouver programming and analysis in-house for all City consultations. The analyst also monitors the health and coordinates communications with the membership with the support of the vendor.
- 2.2 The tool is available and used by all City departments for a variety of consultation and research needs - from capital planning or land use planning feedback to measuring program satisfaction and service use.
- 2.3 A consistent set of demographic and geographic metrics are maintained in the tool's profiling capabilities in order to ensure analytic quality. Personal information is hosted on a secure, Canadian server and results are treated as anonymous.
- 2.4 The Talk Vancouver platform enables staff to implement two key strategies. Our Digital Strategy encourages us to foster engagement and provide more options to connect with the City through digital channels. The Mayor's Engaged City Task Force recommended that we create and promote an online platform in order to broaden our reach, make engagement convenient for our public and engage under-represented groups, such as youth and families.

3.0 WORK SCOPE

The City wishes to continue or upgrade its existing Talk Vancouver engagement panel. A successful online engagement panel utilizes interactive survey and dialogue tools to collect feedback on initiatives and services from panel members in a structured and ongoing basis. Secure and robust member profiles are maintained which help verify identity while providing the participants with the security of anonymity to the level desired. This is an internal tool used across all departments in the City that leverages a dependable sample base with opportunity for continual expansion in order to achieve higher response rates for consistent and reliable consultation data.

Proponents are requested to indicate the degree to which their proposed solution meets the requirements listed below also articulating details substantiating their responses.

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS**

Number	Requirements – Proponents are requested to indicate whether or not their proposed meets the listed requirement and provide sufficient detail as to how it meets the listed requirements.	Priority – (M)andatory, (HD)ighly Desirable
Platform Basics Requirements		
PB-01	Proposed platform should be accessible (meet W3C standards www.w3.org/standards) and ensure that surveys are accessible for all, including those with physical challenges.	HD
PB-02	All data collected must be hosted on servers located in Canada and be in compliance with CASL, FIPPA and PIPEDA regulations. Panel members’ personal data must be safely stored and accessible at all times.	M
PB-03	The proposed platform will be a self-serve model capable of addressing customized and quick turn-around needs. City has full access to program to deploy surveys and manage analytics internally.	M
PB-04	Platform must be accessible across different desk top and mobile devices (PC and Mac) for both the programmer and the participant.	M
PB-05	The proposed solution must have the ability to maintain a database of members that are invited to surveys – organized through registration of basic demographic information enabling development of an easy to access contacts database that can be targeted by demographics.	M
PB-06	Tool should be easy to program (no computer programming knowledge required). Users with different skill sets should be able to create/edit surveys.	HD
PB-07	Interface from the participant perspective should be straight forward, easy to use and appeal to a broad range of users. The solution should have the ability to reach a wide cross-section of citizens, including those who are less experienced in online technologies.	HD
PB-08	The proponent should provide responsive 24-hour technical support.	HD
PB-09	Responsive product improvements to meet client needs as appropriate, ensuring product flexibility and responsiveness.	HD
Survey Tools Requirements		
ST-01	The solution must have the ability to ask an unlimited number of questions and collect an unlimited number of responses (i.e. completed surveys). The solution must respond to varying needs of internal clients at the City regarding survey length and desired number of completed surveys	M
ST-02	The proposed solution must be able to respond to varying needs of internal clients regarding question/data requirements and display the ability to include the following types of questions and features in a survey: • Single or multiple choice answers	M

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	<ul style="list-style-type: none"> • Open-ended (free text) questions, including numeric answers • Dropdown menu answers with both single and multi-select options • Radio buttons (mutually exclusive answers) • Grid questions (e.g. rate the following options) • Ranking questions • Use of images in both the question and within response <ul style="list-style-type: none"> • Randomization of answer choices (e.g. people are presented with the answers sorted in a different order) 	
ST-03	<p>The proposed solution must have the ability to use skip or branching logic (e.g. the answer to one question determines the next questions that are asked).</p> <p>Question needs should be addressed while optimizing respondents' experience by only showing questions applicable/relevant to each.</p>	M
ST-04	<p>The proposed solution must have the ability to set specific 'open' and 'close' dates for a given survey, as well as the ability to 're-open' a survey after it has closed.</p> <p>The solution should be responsive to the changing needs of internal clients/stakeholders (i.e. extending or re-opening surveys) and to address the need to keep surveys open within a specified period of time only.</p>	M
ST-05	<p>The proposed solution must have the ability to require answers to specific questions (mandatory questions) or program certain questions as optional response.</p> <p>Optimize respondent experience by not forcing a response to every question in order to advance through the survey.</p>	M
ST-06	<p>The proposed solution must have the ability to have more than one survey 'live' at a given time thereby accommodating internal clients' needs regarding timing of surveys.</p>	M
ST-07	<p>The proposed solution must have the ability to generate 'open links' to be used on the City of Vancouver website and enable participation of the general public on survey topics, in addition to panel participation.</p>	M
ST-08	<p>The proposed solution must have the ability to host survey in multiple languages. The City anticipates the most common languages that would be used are Chinese – Simplified and Traditional, and Punjabi.</p>	M
ST-9	<p>The proposed solution should have the ability to duplicate and edit a past survey maximizing efficiencies when conducting surveys that are similar.</p>	HD
ST-10	<p>The proposed solution should have the ability to store and manage template surveys and a question bank maximizing efficiencies when programming questions are similar from survey to survey.</p>	HD
ST-11	<p>The proposed solution should have the ability to export the survey into a PDF or word document, including images and formatting.</p> <p>A readable copy of the survey should be available to stakeholders in a common/easy-to-use format (e.g. pdf or MS Word).</p>	HD

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ST-12	<p>The proposed solution should have the ability to include a survey completion progress indicator.</p> <p>The respondent experience is optimized by letting respondents know how far along in the survey they are. This is also intended to help reduce respondent drop off rates.</p>	HD
ST-13	<p>The proposed solution should have the ability to enable social sharing tools so a participant can share the survey link upon completion thereby expanding the reach of the survey.</p>	HD
ST-14	<p>The proposed solution should have the ability to set up different collectors for the survey so we can enter paper surveys and keep track of where they are coming from.</p> <p>Commenting information should be managed in one location, while allowing the City to track how many responses were received through each channel (e.g. online vs. paper surveys at in-person events).</p>	HD
ST-15	<p>The proposed solution should have the ability to track outreach efforts using analytics tracking (i.e. using distinct URLs that we can use amongst our outreach methods to test which method is most effective).</p> <p>Outreach efforts should be tracked over time to allow the City to be able to adjust over time.</p>	HD
Analysis & Reporting Requirements		
AR-01	<p>The proposed solution must have the ability to export a report on the analyzed responses which includes images and charts addressing the data/information needs of internal clients and other stakeholders in an easy-to-access format.</p>	M
AR-02	<p>The proposed solution must have the ability to create cross-tab reports (either by variables contained within the survey or by demographic variables on panelist profiles) which address the data and analytical requirements of clients and stakeholders.</p>	M
AR-03	<p>The proposed solution must have the ability to filter data (either by variables contained within the survey or by demographic variables on panelist profiles)</p>	M
AR-04	<p>The proposed solution must have the ability to weight data addressing the need to ensure that final data reflects the actual distribution of Vancouver population (typically by age, gender and geographic city zone).</p>	M
AR-05	<p>The proposed solution should have the ability to collect IP address or some other means to monitor responses to assess if respondents are completing a survey multiple times. The solution should address the need to ensure the final data is reliable and results have not been 'stacked' by an individual completing the survey multiple times (i.e. through an open link on the City's website), including the ability to remove duplicate surveys completed by the same individual.</p>	HD
AR-06	<p>The proposed solution should have the ability to create and share a 'reportal link' enabling internal clients/stakeholders to view results of survey in real time.</p>	HD
AR - 07	<p>The proposed solution should allow the ability to create recoding scripts that can be reused for the merging of demographic data from Talk Vancouver members and non-members who have completed surveys. (Talk Vancouver members are typically NOT asked demographic</p>	HD

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS**

	questions because they are already part of their profiles, while non-members or those from the general public responding anonymously are. For all studies, as part of reporting, new recorded demographic variables must be manually created, which combine member and non-member data on these variables).	
Panel Management Requirements		
PM-01	The proposed solution must enable validation of member identity through email confirmation or other thus securing panel integrity.	M
PM-02	The proposed solution must have the ability to target panel members by a particular profile feature(s). The solution will be able to respond to different target audience requirements of internal clients on a survey by survey basis (as not all surveys will be relevant to all panel members).	M
PM-03	The proposed solution must have the ability to track panel 'health' (e.g. the percentage of panelists who are active participants, lapsed or non-active participants) and assess the status of the panel in terms of the percentage of active versus non-active members.	M
PM-04	The proposed solution must have the ability to reach out/communicate with panel members for more than just surveys (e.g. send notifications, updates, messages, etc.). The solution will be able to access panel members for things such as invitations/information on in-person public engagement opportunities, etc.	HD
PM-05	The proposed solution must provide technical support for panel members (e.g. an email and/or phone number to access a help desk in case of difficulties with surveys). The solution will provide assistance to panel members in the event they encounter difficulties accessing or completing surveys.	HD
PM-06	The proposed solution must have the ability to grow the number of panel members without limitation and allow any participant who meets qualification criteria to join Talk Vancouver.	HD

4.0 TECHNICAL REQUIREMENTS

4.1 General Technical Requirements

On-premise and cloud-hosted proposals will be considered equally based on their ability to meet the acceptance criteria outlined above. However, proponents submitting cloud-hosted proposals must complete the attached Cloud Computing Questionnaire in Annex 3.

Proponents should list all IT components that the City is responsible for supplying including any software (e.g. RDMS) and hardware that is required to deliver a working system. Proponents should include in their submission server specifications and storage requirements.

List all IT components the City will need to supply:

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS**

Component	Description (include version, quantity, spec, ect.)

The Proponent’s solution should also be compatible with the City’s technology standards which are listed in the table below. Proponents should indicate (when applicable) where the proposed solution is not compatible with the City’s technology standards and propose alternatives there.

City of Vancouver Technology Standards
Desktop Environment
<ul style="list-style-type: none"> • Windows 7 Pro (64 bit) centrally managed through Active Directory • Clients use limited user (non-admin) accounts • Microsoft Office 2010 suite • Internet Explorer version 8 & 9 and Google Chrome v34 (or higher) • .NET Framework 3.5 or 4.5 SP1
Server Environment
<ul style="list-style-type: none"> • All database and application servers should be virtualizable using VMWare 5.5 Enterprise Plus <p>Server OS Supported:</p> <ul style="list-style-type: none"> • Windows Server 2008 (release 2, 64 bit) • AIX • Oracle Linux 6.5 <p>Storage:</p> <ul style="list-style-type: none"> • NetApp (OSD) storage (with SnapManager back-up) <p>Enterprise Systems:</p> <ul style="list-style-type: none"> • MS Exchange 2010 • MS Internet Information Server 7.5 • MS Active Directory 2008 • Database Management Systems: SQL Server 2008 Release 2 and Oracle 11g or higher • SQL Server Reporting Services 2008 • Microsoft BizTalk 2010
Internal Mobile Standards:
<ul style="list-style-type: none"> • HTML 5 compatible <p>Tablets</p> <ul style="list-style-type: none"> • Windows 8

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- Clients use limited user (non-admin) accounts
- Microsoft Office 2010 suite
- Internet Explorer version 8 and Google Chrome v34 (or higher)

Application Preferences

- Configurable not customizable
- Thin-client instead of thick-client applications
- Supports open standards
- Access controlled through Active Directory (Windows integrated authentication via Active Directory)
- Development languages preferred: .Net (v3.5 or v4.5) C# or VB.Net

4.2 Data Migration

Proponents should state their ability to migrate data from the City's current solution to the proposed solution including (at a high level) the steps that would need to be taken and any personnel that would be required from the City and proponent to complete that work. Consideration of how data can be managed for future potential migrations also needed.

4.3 Application and Data Integration

If there is a need or recommendation for integration between the proposed system and existing City systems such as for example the City's GIS, e-mail, etc... then describe the requirement and if necessary support the integration points or at least assist the City in doing so.

4.4 Technical Support and Administration

Please include a description including roles / responsibilities needed for support and administration of the systems (e.g. adding new users, securing data, software patching, bug fixes, configuration changes, etc.).

5.0 CITY PROVIDED

- (a) Full-time analyst to program surveys and manage analysis and panel communications.
- (b) Active recruitment of panel members

6.0 DELIVERABLES

- (a) Platform license
- (b) Technical support (as needed)
- (c) Panel support services (as needed)
- (d) Research support (as needed)
- (e) Access to product improvements as they happen

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ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE**



TO BE COMPLETED AND APPENDED TO THE PROPOSAL

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 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 proponent/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:	INSURER _____	
√ Personal Injury	POLICY NUMBER _____	
√ Property Damage including Loss of Use	POLICY PERIOD _____	From _____ to _____
√ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive)	
-		
√ Cross Liability or Severability of Interest	Per Occurrence	\$ _____
√ Employees as Additional Insureds	Aggregate	\$ _____
√ Blanket Contractual Liability	All Risk Tenants' Legal Liability	\$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence	\$ _____

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 _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

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. 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: _____

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 \$ _____

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ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

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ANNEX 3 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

**REQUEST FOR PROPOSALS NO. PS20160262
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ANNEX 4 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

As part of the City’s Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company’s internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

For all questions where the answer is ‘Yes’ and additional information is requested, if this information is not included in the Proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises Additional social sustainability initiatives
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Does your company own buildings in Metro Vancouver?

Yes No

If no, skip to question 2.

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If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings owned and/or rented space in Metro Vancouver with respect to the elements listed below. **Please limit answer to 400 words or less.**

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. Building envelope improvements (e.g., insulation, windows)
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

Yes No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). **Please limit answer to 250 words or less.**

3. Describe any other initiatives undertaken past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

4. Does your company have an office or operations recycling program in place?

Yes No

If yes, which materials does your company recycle -- **check only those that apply:**

- office paper
- plastic and glass containers
- soft plastic
- food waste/compostables
- batteries
- printer or toner cartridges
- Styrofoam
- IT equipment / electronics / mobile devices
- clean wood (e.g., pallets)
- metals

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5. Describe any other initiatives undertaken in the past three (3) years that have significantly reduced waste from your operations. **Please limit answer to 250 words or less.**

6. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply:**

- Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- Office products (e.g., ECOLOGO; recycled; non-toxic)
- Printing services (e.g., Forest Stewardship Council certified paper and printer)
- Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- Other: (list)

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *Workplace development programs*
- *Supporting social enterprises*
- *Other social sustainability initiatives*

1. Does your company employ and/or provide training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

- Yes No

If yes, describe the program including the name of non-profit or educational institution or government agency that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company.

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2. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

Yes No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

3. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below).

Yes No

If yes, state the name of the non-profit or co-operative (including society and/or charitable number):

b. Community Contribution Company (C3 or CCC, as defined in Section 3 below)

Yes No

4. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 250 words or less.**

SECTION 3: DEFINITIONS

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

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Person with Barriers to Employment:

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For the purposes hereof, to qualify as a person with barriers to employment, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.

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ANNEX 5 - SERVICES SUSTAINABILITY REQUIREMENTS**

The City seeks a Proponent that can deliver the proposed service(s) in an environmentally and socially responsible manner. This includes the following requirements:

- a) uses the most energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
- b) minimizes waste disposed to landfill or incinerator;
- c) uses environmentally preferable products or materials in delivering the service (e.g., products that contain higher post-consumer recycled content; that carry a 3rd party eco-certification; or do not contain or create substances of concern);
- d) uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

The Proponent is encouraged to provide services that meet the above requirements where applicable.

In the Proposal, please address the following questions regarding the service(s) that will be provided. Please review the definitions section prior to answering the questions. **If a question is not applicable to the service provided, indicate “not applicable.”**

1. Does delivery of the service require the use of equipment and/or vehicles?

Yes No

If yes, provide information to demonstrate that the equipment and/or vehicles to be used are the most energy efficient possible (e.g., ENERGY STAR qualified; position on the EnerGuide label; use lower carbon fuels; use renewable energy):

If a low carbon alternative is being proposed, provide information to demonstrate that it consumes less energy.

2. Will the delivery of the service generate solid waste that must be disposed of to landfill or incinerator?

Yes No

If yes, describe how your company would minimize solid waste disposed to landfill or incinerator.

3. Are any of the products and/or materials to be used in delivering the service environmentally preferable (e.g., contain higher post-consumer waste recycled content; carry a 3rd party eco-certification; non-toxic)? See definitions below for more information.

Yes No Not applicable to service

If yes, please provide information to demonstrate that the products or materials are environmentally preferable (e.g. per cent post-consumer waste; 3rd party certification; free of substances of concern):

4. Is your company able to use a social enterprise and/or employ people with barriers to employment in delivering part, or all, of the service(s)?

Yes No

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If yes, please describe how your company would propose to do this:

5. Definitions:

Energy Efficient:

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label “energy consumption indicator” (e.g., above 50%),
- equipment uses renewable energy sources such as solar power

Environmentally preferable products

Environmentally preferable products are products that:

- have the highest possible post-consumer recycled content
- carry a 3rd party certification
- do not contain or create substances of concern

Post-consumer recycled content: is the amount of material in a product that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product.)

3rd party eco-certification: refers to a type 1 eco-label that is a voluntary, multiple-criteria based, third party program that awards a license that authorizes the use of environmental labels on products - indicating overall environmental prefer-ability of a product within a particular product category based on life cycle considerations. Examples include: ECOLOGO, GREENGUARD, Green Seal, etc.

Substances of concern: The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Products and/or materials used to provide the service should:

- not contain “persistent bioaccumulative and toxic” (PBT) chemicals (such as hexachlorobenzene, DDT, PCBs, mercury, etc.). See <http://www.epa.gov/pbt/pubs/cheminfo.htm> for more information;
- not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
- not create dioxins during its manufacture, use or disposal.

Social Enterprise

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See www.socialenterprisecanada.ca.

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- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For the purposes hereof, to qualify as a person with barriers to employment, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

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ANNEX 6 - CLOUD COMPUTING QUESTIONNAIRE

Part A - Security and Risk Management
1. Cloud provider has SLA (service level agreement). Please provide: _____ _____
2. Cloud provider has Privacy and Confidentiality Agreement. Please provide: _____ _____
3. Has the cloud provider had any security breaches? If yes, please provide details: _____ _____
4. Is COV's data 'safe-harboured' and by who <i>Comment: safe-harboured means having a copy of your data stored securely by a 3rd provider separate from the cloud provider to guard against data loss and/or the cloud provider ceasing business</i> _____ _____
5. Is COV's data stored in encrypted form?
6. Who is responsible for the security of COV data in the Cloud provider organisation? Please identify a position in your organization. <i>Comment: There are at least 4 components to data security: 1. Firewall, 2. Encryption, 3. Password Protection and 4. Physical Security (locked doors and such). Any data security plan should address all four.</i> _____ _____
7. Who is responsible for privacy and regulatory compliance in the Cloud provider organisation? Please identify a position in your organization _____ _____

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<p>8. What ability does COV have to audit or view audits of the cloud provider's performance? <i>Comment: 3rd party verification of a cloud provider's security implementation should be one of the aspects to establishing trust in a cloud provider. Do they produce audit reports on a regular basis that are conducted by reputable 3rd party experts?</i></p> <p>_____</p> <p>_____</p>
<p>9. How often does the cloud provider have their security audited? Vulnerability scans? Penetration tests?</p> <p>_____</p> <p>_____</p>
<p>10. Does the cloud provider use any 3rd party service or sub-contractors?</p> <p>_____</p> <p>_____</p>
<p>11. Does the cloud provider have a disaster recovery/business continuity plan? If yes please provide details:</p> <p>_____</p> <p>_____</p>
<p>12. Does the cloud provider indemnify COV for losses as a result of using their service?</p>
<p>Part B - Compliance</p>
<p>13. Where are the cloud provider's servers located?</p> <p>_____</p> <p>_____</p>
<p>14. Does the cloud provider have multiple storage locations? Where are they?</p> <p>_____</p> <p>_____</p>
<p>15. Who has access to COV data?</p> <p>_____</p> <p>_____</p>

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16. Does the cloud provider comply with all Privacy legislation applicable to the data under consideration?

- i. *BC's Personal Information Protection Act, SBC 2003 c. 36*
- ii. *Federal Personal Information Protection and Electronic Documents Act, SC 2000 c 5*
- iii. *Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 (FIPPA)*

Comment: if applicable, you must ensure that all data is stored or accessed only within Canada (unless one of the exceptions is met).

17. What encryption method is applicable to COV data?

In transmission?

In storage?

Part C - Performance

18. What if a security or privacy breach occurs?

19. What if material modifications are made to the cloud service terms?

20. Is the COV data available after termination? How long? What format?

21. What and how is COV informed when the SLA, Privacy Policies and Service agreements and other underlying policies and/or terms and conditions are changed?

Part E - IT Considerations

22. Is the cloud provider system available 24x7? If not, please provide details:

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23. Does the cloud provider have at least three types of security?

Company-based security (intrusion detection and prevention, spam and virus filters, etc.)

Access-based security (based on identity or role of an individual in your organization)

Transport-based security (such as Virtual Private Network or VPN, Secure Socket Layer or SSL tunneling or encryption)

24. What are the cloud provider's Help Desk hours and phone numbers? Operations? Emergency?

25. What are the backup systems of the cloud provider?
Where are they located?

How often do they backup their data?

Do they have redundant or fail-over systems, such as RAID?

How will the cloud provider to notify COV if they change backup providers?

Part F - Reliability

26. What is the cloud provider's "up" history? How is it calculated?

Comment: "Up" time is the time the cloud provider's services are available for use. The most desired or gold standard is 99.999% of the time

27. If the cloud provider's services have previously gone down, what was the longest time period they were down?

28. Does the cloud provider provide alternate or offline system if the primary system is down? Please provide details:

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<p>29. What, if any, are the penalties if the cloud provider fails to meet availability, performance and bandwidth representations spelled out in the SLA?</p> <p>_____</p> <p>_____</p>
<p>30. What reports will the cloud provider provide regarding system reliability?</p> <p>_____</p> <p>_____</p>
<p>31. What notice will be given for maintenance periods by the cloud provider?</p> <p>_____</p> <p>_____</p>
<p>32. Are electronic records retained by the cloud provider for a minimum of 7 years from the final accounting transaction? How will COV access them after service with the cloud provider is terminated?</p>
<p>33. What is the dispute resolution method in the cloud provider's SLA? Is an acceptable audit trail available (and printable) on demand in a comprehensible format? Is the audit trail complete - showing all postings into the software?</p> <p>_____</p> <p>_____</p>
<p>34. In the event of a scheduled outage conflicting with a real world emergency, what are the provisions in place by the cloud provider to enable system availability to the COV? Can the scheduled outage be changed? What is the lead time? Is there an alternate system available for COV during the outage?</p> <p>_____</p> <p>_____</p>