REQUEST FOR PROPOSALS

Amanda V.7 Upgrade

RFP No. PS20180911

Issue Date: June 14, 2018

Issued by: City of Vancouver (the "City")

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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 a contract. **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 procuring the services of a qualified consultant to upgrade the City's current AMANDA V.4/5 installation to the latest AMANDA V.7 version. 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 that are responsive to this RFP (**"Proposals"**) respecting innovative or novel approaches to the City's objectives and requirements.

1.3   The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a **"Proponent"**) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an **"Agreement"**). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.4   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 FORM OF PROPOSAL.**

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   The RFP consists of four parts, plus appendices:

(a)   PART A – INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.

(b)   PART B – CITY REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

(c)   PART C – FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

(d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the **"Form of Agreement"**). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00pm Vancouver time June 19th, 2018
Information Meeting	10:30am Vancouver time June 20th, 2018
Deadline for Enquiries	3:00pm Vancouver time June 29, 2018
Closing Time	3:00pm Vancouver time July 9, 2018

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

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Gavin Marshall
gavin.marshall@vancouver.ca

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

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

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals 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 by email in accordance with the following:

- Subject of the file to be: PS# - Title – Vendor name.

- Document format for submissions:
    - RFP Part C in PDF format – 1 <u>combined</u> PDF file,
    - Appendix 3 (pricing tab) in Excel format, and;
    - Any other attachments if necessary

- Zip the files to reduce the size or email separately if needed.

- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.

- If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.

- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

4.3   To be considered by the City, a Proposal must be submitted in the form set out in Part C (the "**Form of Proposal**"), completed and duly executed by the relevant Proponent.

4.4   Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.

4.5   Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

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

4.7   Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.

4.8   The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium 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 sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

4.9   Proposals that are 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

5.4   An information meeting (the "**Information Meeting**") will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: Webex Conference details to be provided to confirmed attendees

5.5   Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

5.6   Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 by e-mail to gavin.marshall@vancouver.ca , on or before the time and date specified in Section 2.1 above.

5.7   The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

6.0   PROPOSED TERM OF ENGAGEMENT

6.1   The term of any Agreement is expected to be for up to 18 months.

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.

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) certified CSDC partner qualified to work on AMANDA product (iv) experience working on upgrade projects of similar scale and scope with municipal clients (v) project management experience (vi)quality and service factors, (vii) innovation, (viii) environmental or social sustainability impacts; and (ix) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	70%
Financial	25%
Sustainability	5%
Total	100%

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   The City may also require that any proposed subcontractors undergo evaluation by the City.

8.7   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   CITY POLICIES

9.1   The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

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 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 this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

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

APPENDIX 1 TO PART A

CITY OF VANCOUVER

FINANCE RISK AND BUSINESS PLANNING
Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20180911, AMANDA V.7 Upgrade

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Gavin Marshall
City of Vancouver
Email: gavin.marshall@vancouver.ca

Proponent's Name:

Address:

Key Contact Person:

Telephone: Fax:

E-mail: Incorporation Date:

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No. PS20180911.

Signature

Name of Authorized Signatory

E-mail Address

Date

PART B – CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the "**Requirements**") are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

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 under the heading "Alternative Solutions" the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1.0   Introduction

The City desires to engage the Supplier to deliver services to help in-house technical team to upgrade the AMANDA application from current versions (v.4/5) to the latest version (v.7).

2.0   Background

2.1   Current State of AMANDA Applications in the City

The City is running AMANDA on version 4 for back-office and version 5.5 for database, Web Services and Batch Scheduler. These AMANDA versions have been unsupported by the vendor CSDC since July, 2014.

AMANDA has been used in the City to support critical business functions since mid-1990. Currently, AMANDA is used to support critical business functions including business licences, liquor licences, vehicle for hire licences, dog licences, residential parking permits, security alarm permits and historical data lookup.

Table 2.1.1 below listed the business functions supported by the AMANDA application.

Business Category	Business Function supported by Amanda	Primary User Group
Business Licence	Business Licences	DBL - Licence Office/Revenue Services
	Liquor Licences Pre-App	DBL - Licence Office
	Liquor Licences	DBL - Licence Office
	Vehicle for Hire	DBL - Licence Office
	Commercial Decals	DBL - Licence Office/Revenue Services
	Short Term Rentals	DBL - Licence Office
	Miscellaneous Services (Record Payments)	DBL - Licence Office
FARP	Security Alarm Permit	VPD/Revenue Services
	Pre-Sales Alarm Purchase	VPD/Revenue Services
	Alarm Incidents	VPD

Animal Services	Dog Licences	DBL - Animal Services/Revenue Services
	Animal Adoption	DBL - Animal Services
	Dog Services - Miscellaneous	DBL - Animal Services
	Dog Impounding	DBL - Animal Services
	Dog Complaints	DBL - Animal Services
Residential Parking Permit	Annual Residential Parking Permit	ENG - Parking Management/Revenue Services
	Short Term Parking Permit	ENG - Parking Management/Revenue Services
	Car Share Parking Permit	ENG - Parking Management
	Miscellaneous Annual Permit	ENG - Parking Management
	Exemption Parking Permit	ENG - Parking Management
Backflow Assemblies	Backflow Assemblies	ENG - Water Design
Impounding Chattel	Impounding Chattel	ENG - Streets Admin

The City's AMANDA application supports over 12 core user groups consisting of about 285 active internal users accessing the AMANDA back-office application and thousands of citizens accessing the in-house developed ASP.net online applications which update the AMANDA database via the AMANDA web services.

Table 2.1.2 below listed the core user groups accessing the AMANDA related systems.

Core User Groups	Primary System Access
External Customer (Public)	vancouver.ca, online applications
311 CSR	vancouver.ca, online applications, Amanda Web Viewer
Various business groups	Business Licence Lookup
Parking Enforcement	Amanda Web Viewer
Street Admin (Historical)	Amanda Web Viewer
Dev Services (Historical)	Amanda Web Viewer
Revenue Services	Amanda Back Office
Parking Management	Amanda Back Office
FARP (VPD)	Amanda Back Office
Animal Services	Amanda Back Office
Licence Office	Amanda Back Office
Water Design	Amanda Back Office

2.2   AMANDA Data Interfaces

There are over 30 data interfaces relying on the AMANDA application. See the attached AMANDA Interface Architecture diagram and the list of data interfaces for more details.

2.3   AMANDA Customizations

The City has been using AMANDA to support critical business functions since mid-1990, there are many customizations added to the application to suit specified business needs from time to time. See attached list of customizations and reports for more details on merged documents, customizations, Infomaker reports, quick and simple reports. The City is looking for advice on reducing the customizations.

3.0   Summary of Requirement

The scope of work for this project could include all planning, execution, communication & change management, implementation, testing and training for upgrading the City's current AMANDA versions (v.4/5) to AMANDA 7.

This project will use Agile methodology for software development. This includes defining backlog of user stories and the minimum viable product (MVP) with business users, sprint planning and review activities.

Specific deliverables and milestones will be listed in the Work Requirements, Deliverables and Schedules sections of this SOW.

4.0   Work requirements

4.1   Planning
   4.1.1   Provide a project plan to implement the AMANDA 7 upgrade.
   4.1.2   The project plan (Gantt chart) must include:
      a.   The work break down structure of all tasks required
      b.   Estimated timeline and required personnel resources for each task
      c.   Dependencies among the tasks
      d.   An anticipated production go-live date by July 2019

4.2   Monitoring and Control
   4.2.1   Provide project management to implement the AMANDA 7 upgrade.

4.3   Environment, set up
   4.3.1   Review and confirm the environment including hardware, software, database architecture required to support the AMANDA 7 upgrade implementation

4.4   Provide configuration and development support to in-house technical team
      4.4.1 Upgrade current AMANDA applications from versions (v.4/5) to latest version (v.7)
         4.4.1.1 Provide AMANDA 7 training to in-house technical team of about 8 members for the upgrade
         4.4.1.2 Support in-house technical team to upgrade AMANDA applications, including all AMANDA supported functions as listed in Section 2.1

4.5   Business Process Analysis
    4.5.1   Provide AMANDA 7 technical expertise to recommend the best ways in handling customizations in the AMANDA application
    4.5.2   Review with business users to assess if existing customizations are still required or can be done by AMANDA 7 out-of-box features
    4.5.3   Provide City of Vancouver specific future-state business process mapping documentation on business processes that will require changes by this upgrade

4.6   Data Interfaces
    4.6.1   Ensure all existing data interfaces (as listed in section 2.2) function properly after AMANDA is upgraded to version 7

4.7   Customizations
    4.7.1   Provide AMANDA 7 technical expertise to support migration from current customizations to standard out-of-box features
    4.7.2   Review existing customizations to ensure they meet both the business needs and the technical needs of AMANDA 7
    4.7.3   Identify impact of customizations that are changed or removed
    4.7.4   Ensure all required customizations including Data Window, Lookup and Web Services as listed in section 2.3 function properly after AMANDA is upgraded to version 7

4.8   Reports
    4.8.1   Provide AMANDA 7 technical expertise to support migration from current reports to standard out-of-box features
    4.8.2   Review existing reports to ensure they meet both the business needs and the technical needs of AMANDA 7
    4.8.3   Ensure all required reports including merged documents, Infomaker reports, Quick and Simple reports as listed in section 2.3 function properly after AMANDA is upgraded to version 7

4.9   Testing
    4.9.1   Support all testing activities (testing includes Unit, System, Integration, Performance, Security, UAT)
        4.9.1.1 Prepare test plans including best practices and examples
        4.9.1.2 Problem resolutions
        4.9.1.3 Unit test
        4.9.1.4 Prepare test scripts for UAT (optional)

4.10   Training
    4.10.1   Provide AMANDA 7 training to internal users. City has about 100 intensive users (who create and update folders), and 120 casual users (who only need to look-up information).
    4.10.2   Support training activities
        4.10.2.1   Prepare training plans
        4.10.2.2   Prepare training materials and supporting documentation
        4.10.2.3   Conduct user training sessions for internal users

4.11   Go-live and Transition Support
    4.11.1   Provide support on all go-live and transition activities
        4.11.1.1   Prepare roll-out plan

4.11.1.2 Problem resolutions
4.11.1.3 Warranty period and transition support

4.12 Change Management and Communications Support
4.12.1 Provide support on change management and communications activities

5.0 Operational Requirements during the Contract

5.1 Comply with the City's Change and Configuration Management procedures, including any configuration or customization requirements not specified in the contracted Scope of Work. The Proponent will be responsible for notifying the City's Project Manager to coordinate approval of any proposed Change Requests, or Configuration Management updates prior to installation.

5.2 The City anticipates that a project governance model , escalation, dispute, remediation and resolution protocols will form part of the Form of Agreement. Proponents are encouraged to provide details with respect to the above where appropriate.

5.3 Quality assurance, performance measures and monitoring
5.3.1 Quality assurance (QA) should follow standard agile approach which is iterative and continuous, and should take place in parallel with development. User stories should be tested according to their acceptance criteria when they are completed instead of wait until the end of the iteration/sprint to prevent overload of testing at the end and reduces any surprises.
5.3.2 Test cases and test results should be documented.
5.3.3 Standard agile approach of daily reviews, sprint reviews and retrospective will be followed to monitor performance and progress.

6.0 City Provided

6.1 Technical environment architecture diagrams
6.2 Business process diagrams
6.3 Servers, data centres, hosting services, networks
6.4 Interfaces, connections, and integration with other systems
6.5 Software licences, hardware, workstation, real estate, contracted services
6.6 Physical & virtual access to secured facilities or systems
6.7 Access to and dedicated time from appropriate City personnel

7.0 Deliverables and Milestones

Payments will be linked to successful completion of deliverables and milestones.

7.1 Project plan for AMANDA 7 upgrade

7.2   Future-state architecture diagrams including hardware, software and database showing gaps from the current-state and the related cost estimates to achieve the future state

7.3   Completion of project implementation services for AMANDA upgrade to v.7 including all AMANDA supported functions as listed in Section 2.1

7.4   All data interfaces

7.5   Review existing customizations to assess if they are still required and can be replaced by AMANDA out-of-box features, and identify impact on customizations that are changed or removed

7.6   Implement customizations if required

7.7   All reports including merged documents

7.8   Test plans

7.9   Test scripts for UAT (optional)

7.10   Test results

7.11   Business Process Maps and supporting documentation

7.12   Training plans for in-house technical team and end users

7.13   Training documentation

7.14   Completion of in-house technical team training

7.15   Completion of internal-user training

7.16   Production roll-out plan

7.17   Completion of production roll-out and transition

8.0   Acceptance Criteria

8.1   The AMANDA applications including all related data interfaces, reports and customizations are fully tested, functional and operational after upgrading to v7.

8.2   All test plans, test cases, testing results and defects resolution are clearly documented.

8.3   All critical and major defects, and over 75% of lower severity are resolved. Defect severity is defined as:

    8.3.1   **Critical**: The defect affects critical functionality or critical data. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.

    8.3.2   **Major**: The defect affects major functionality or major data. It has a workaround but it is not obvious and is difficult. Example: A feature is not functional from one module but the task is doable if complicated indirect steps are followed.

8.4   All in-house technical team members are trained so that they can perform AMANDA 7 upgrade project tasks.

8.5   All City of Vancouver AMANDA internal users are trained so that they can use the upgraded AMANDA 7 applications to perform their work tasks.

8.6   All training documentation and materials are delivered.

8.7   All business process and user documentation is delivered.

8.8   All deliverables are completed on time according to the schedule listed in Section 9.0.

9.0   Schedule

Key milestones and deliverable dates:

9.1 Sep 2018: Start work
9.2 Sep 2018: Complete project work plan
9.3 Sep 2018: Complete AMANDA 7 training for in-house technical team
9.4 Oct 2018: AMANDA core application upgraded to version 7 available in dev and test environment
9.5 Feb 2018: Complete system testing of AMANDA core functions
9.6 Feb 2018: Complete reports redevelopment from Infomaker to Crystal
9.7 Apr 2018: Complete system testing of all customizations, interfaces, online web applications, reports
9.8 May 2019: Complete user acceptance testing
9.9 May 2019: Complete user training plan
9.10 July 2019: Complete user training
9.11 July 2019: Complete roll-out plan
9.12 July 2019: AMANDA core and all its applications upgraded to version 7 go-live in production

Payments will be linked to successful completion of deliverables and milestones.

10.0 Attachments

10.1 List of Amanda modules used
10.2 Amanda Current Versions
10.3 AMANDA Hardware, Database and Interfaces architecture diagrams
10.4 List of data interfaces
10.5 List of customizations and reports
10.6 List of AMANDA table names and row count

11.0 Potential Future Work

The City is considering the following initiative in future years and would be interested in receiving budgetary information to facilitate future planning.

The City may be interested in and reserves the right to contract with the successful proponent for the attached future work scope:

11.1 Business License Rationalization

The City has a future plan to simplify the structure of the business licence categories by collapsing the existing business licence categories from more than 600 licence types to fewer types. The City is looking for help in the future to technically configure the new business licence types in the AMANDA application and linking the historical licence categories to the new categories.

11.1.1 Technical configuration of new business licence categories in the AMANDA Business Licensing module includes:
i. Change existing 600+ business licence types to the new business licence types (less than 100)

    ii.   Configure data details required for the new licence types
    iii. Configure review processes required for the new licence types
    iv. Configure application supporting documents required for the new licence types
    v.   Configure system-generated documents required for the new licence types
    vi. Configure the licence fees for the new licence types
    vii. Configure online application for new business licence

    11.1.2 Data Migration
i.   Provide recommendations and support on data migration and data cleanup of linking existing business licence categories to new business licence categories

11.2   New Business License Types

The City is considering the following new business license types. We are looking for budgetary information for technically configure AMANDA to add these new business license types.

    a. Ride Shares
    b. Cannabis
    c. Tour Bus Vehicles

The Work will include:
    i.   Configure data details required for the new licence types
    ii. Configure review processes required for the new licence types
    iii. Configure application supporting documents required for the new licence types
    iv. Configure system-generated documents required for the new licence types
    v.   Configure the licence fees for the new licence types

11.3   Increase Complexity to Residential Parking Permit

The City will introduce a new program called 'Making Room Housing Program'. This new program will have impact to the Residential Parking Permit program. The impact may include adding new permit zones or changing existing parking permit zones. We are looking for budgetary information to technically configure the residential parking permit in AMANDA for this change.

11.4   Other Future Work

    11.4.1 Implement online application of Short Term parking permit
    11.4.2 Integration with Pay by phone - MPP (mobile phone payment)
    11.4.3 Integration with Lagan – dog complaints. There are about 5000 dog complaints per year that City staff needs to manually re-key into AMANDA
    11.4.4 Integration with Tempest payments

PART C – FORM OF PROPOSAL

RFP No. PS20180911, AMANDA V.7 UPGRADE (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 agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

_____   _____
Signature of Authorized Signatory for the Proponent   Date

_____
Name and Title

_____   _____
Signature of Authorized Signatory for the Proponent   Date

_____
Name and Title

APPENDICES

The Form of Proposal includes the following attached Appendices:

APPENDIX 1   Legal Terms and Conditions of RFP

APPENDIX 2   Questionnaire

APPENDIX 3   Commercial Proposal

APPENDIX 4   Proponents References

APPENDIX 5   Certificate of Insurance

APPENDIX 6   Declaration of Supplier Code of Conduct Compliance

APPENDIX 7   Intentionally Deleted

APPENDIX 8   Intentionally Deleted

APPENDIX 9   Personal Information Consent Form(s)

APPENDIX 10   Subcontractors

APPENDIX 11   Proposed Amendments to Form of Agreement

APPENDIX 12   Intentionally Deleted

APPENDIX 13   Proof of WorkSafeBC Registration

APPENDIX 14   Conflicts; Collusion; Lobbying

APPENDIX 15   Attachments

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1   APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2   DEFINITIONS

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

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

(b)   "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.

(c)   "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

(d)   "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e)   "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f)   "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.

(g)   "RFP" means the document issued by the City as Request for Proposals No. PS2018xxxx, as amended from time to time and including all addenda.

3   NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4   NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP

process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

(a)   any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

(b)   any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,

(c)   the Proponent preparing and submitting the Proposal;

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

(e)   the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2   Indemnity by the Proponent

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

(a)   any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b)   any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or

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

6.3   Limitation of City Liability

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

7   DISPUTE RESOLUTION

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

(a)   The arbitrator will be selected by the City's Director of Legal Services;

(b)   Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

(c)   The Proponent will bear all costs of the arbitration.

8   PROTECTION AND OWNERSHIP OF INFORMATION

8.1   RFP and Proposal Documents City's Property

(a)   All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(b)   The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2   Proponent's Submission Confidential

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

8.3   All City Information Confidential

(a)   The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

(b)   The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9   NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1   Declaration as to no Conflict of Interest in RFP Process

(a)   The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C – Appendix 14.

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

"Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C – Appendix 14.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C – Appendix 14.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

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

(b)   the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C – Appendix 14.

9.4 Declaration as to No 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, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C – Appendix 14.

10 GENERAL

(a)   All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b)   The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

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

11   INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

APPENDIX 2
QUESTIONNAIRE

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

Executive Summary

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

Proponent Overview

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

Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, including those of the primary Sub-contractors that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. If appropriate, also attach to this Form of Proposal as an additional Appendix a complete organization chart, as it relates to this project, identifying all roles and areas of responsibility and resumes of key personnel. In addition to the organization chart proponents should provide an escalation chart of key City contacts with respect to potential issue resolution.

Experience and Qualifications

In the space below, state the Proponent's relevant knowledge and experience in relation to the qualifications listed in Part B Section 4 of this RFP, including that of the proposed personnel.
The successful Proponent's team should be multi-disciplinary and include appropriate professionals who specialize in or have experience:
• Amanda 7 knowledge & expertise
• working on similar scale and complexity of projects;
• project management experience

- certified partner of CSDC qualified to work on AMANDA

Work Plan

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent will ensure the timely delivery of the specified services and deliverables. The work plan should be detailed enough to demonstrate that the Proponent fully understand and is committed to delivering the requirements of the scope.

The Proponent should provide a detailed schedule in GANTT or PERT format based on milestones listed in Part B. The schedule should be sufficiently detailed to demonstrate the Proponent's understanding of the work.

Innovation

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. In the space below, note any proposed innovative approaches to meeting the City's requirements.

Alternative Solutions

If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

Sustainability/ Social Procurement

In alignment with the goals and strategies of the City of Vancouver, please describe how and to what degree social values such as reconciliation, diversity, inclusion and/or equity are a part of your business. (Descriptions may include, but not be limited to activities, ownership type, employee demographics, social /environmental certifications).

Potential of migrating AMANDA hosted on premise to Cloud

The City currently owns the AMANDA software with 95 concurrent user licences (each in v.4 and v.5) and purchases annual maintenance from CSDC. The City uses Oracle Standard Edition 10.2.4.0 on Linux 5.1 for the AMANDA database. See attached AMANDA hardware architecture diagram for reference.

The latest AMANDA version 7 offers a hosted Cloud solution. The City is interested in finding out more about the services available and the implications of migrating our on premise AMANDA application and solution to Cloud.

Proponents are encouraged to provide detail on the process to move Amanda v.7 to a cloud based solution inclusive of options for hosting and budgetary pricing.

APPENDIX 3
COMMERCIAL PROPOSAL

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

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

If Proponent is submitting its Proposal by email please ensure Appendix 3 – Commercial Proposal is provided as a separate file to the entire Proposal. If the Proponent is submitting its Proposal via envelope please ensure Appendix 3 – Commercial Proposal is provided in a separate sealed envelope.

Summary of Costs & Hours

Work Phase	Consultant Team Member 1 - # of Hrs	Consultant Team Member 2 - # of Hrs	Consultant Team Member 3 - # of Hrs	Consultant Team Member 4 - # of Hrs	Total Hours	Total Fees	Disbursements/ Expenses	Fees + Disbursements
4.1 - Planning								
4.2 - Monitoring & Control								
4.3 - Environment/ Set up								
4.4 - Configuration & Development Support								
4.5 - Business Process Analysis								
4.6 - Data Interfaces								
4.7 -Customizations								
4.8 - Reports								
4.9 - Testing								
4.10 - Training								
4.11 - Go- Live and Transition Support								
4.12 - Change Management & Communications Support								
Other								
Total								

Optional: Budgetary Pricing table for Future Work As described in Part B – Section 11

Work Phase	Consultant Team Member 1 - # of Hrs	Consultant Team Member 2 - # of Hrs	Consultant Team Member 3 - # of Hrs	Consultant Team Member 4 - # of Hrs	Total Hours	Total Fees	Disbursements/ Expenses	Fees + Disbursements
11.1 - Business License Rationalization								
11.2 – New Business License Types								
11.3- Increase Complexity to Residential Parking Permit								
11.4 – Other Future Work								
Other								
Total								

APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary- Please provide details of the project such as scope, challenges and outcomes.	
Contract Value of Work	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary- Please provide details of the project such as scope, challenges and outcomes.	
Contract Value of Work	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary- Please provide details of the project such as scope, challenges and outcomes.	
Contract Value of Work	

APPENDIX 5
CERTIFICATE OF INSURANCE

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

Appendix A

CITY OF VANCOUVER

CERTIFICATE OF EXISTING INSURANCE

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

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

2. **NAMED INSURED** *(must be the same name as the 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 _____   *If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** Limits of Liability (Bodily Injury and Property Damage Inclusive) -
   INSURER _____   Per Occurrence $ _____
   POLICY NUMBER _____   Aggregate $ _____
   POLICY PERIOD From _____ to _____   Self-Insured Retention $ _____

7. **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 $ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____

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

APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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 authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

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

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

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

Signature: _____

Name and Title: _____

APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Intentionally Deleted

APPENDIX 8
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

<u>Intentionally Deleted</u>

APPENDIX 9
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 9 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

RFP

Reference #PS20180911

Title: AMANDA V.7 UPGRADE

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

_____   (Print Name)

consent to the indirect collection from _____

_____   (Print Name of Proponent)

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

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

_____   )
)
         Signature   )   _____
                                              Date

APPENDIX 10
SUBCONTRACTORS

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

APPENDIX 11
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 11 – Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 12
FINANCIAL STATEMENTS

Intentionally Deleted

APPENDIX 13
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 13 to this Form of Proposal proof of valid WorkSafeBC registration.

APPENDIX 14
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 14 – Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

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

APPENDIX 15
ATTACHMENTS

Figure 10.1 -   List of Amanda modules used

<u>AMANDA Modules</u>

The City of Vancouver is licensed for the following AMANDA modules from CSDC:

- Permitting
- Business Licensing
- Professional Licensing
- Request for Service
- Rapid Renewal
- Report Wizard
- Batch Scheduler
- Scan Station
- Public Portal

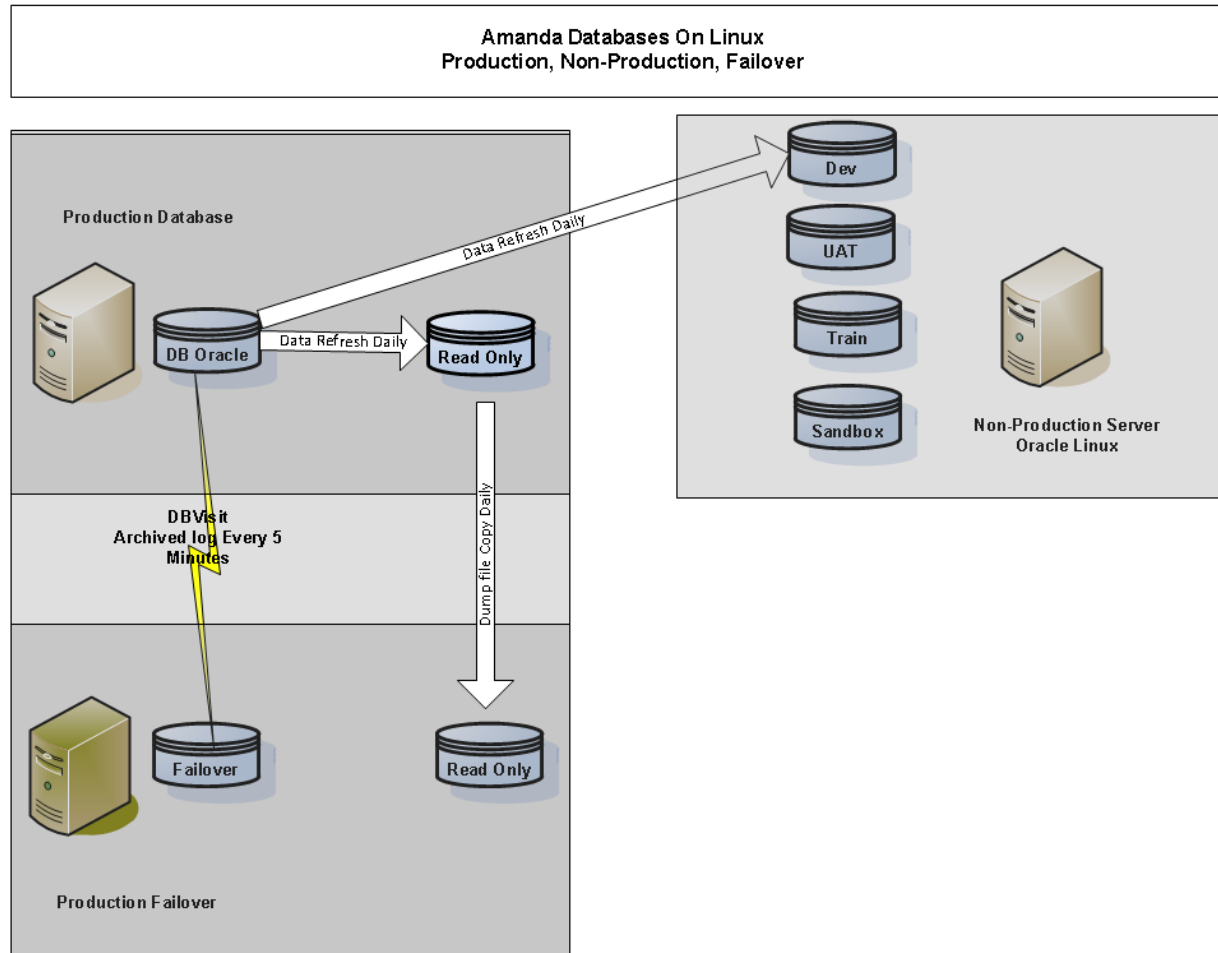**Figure 10.2 – Amanda Current Versions**

<u>City of Vancouver – Current AMANDA Versions</u>

The following lists the current versions of the AMANDA components in City of Vancouver.
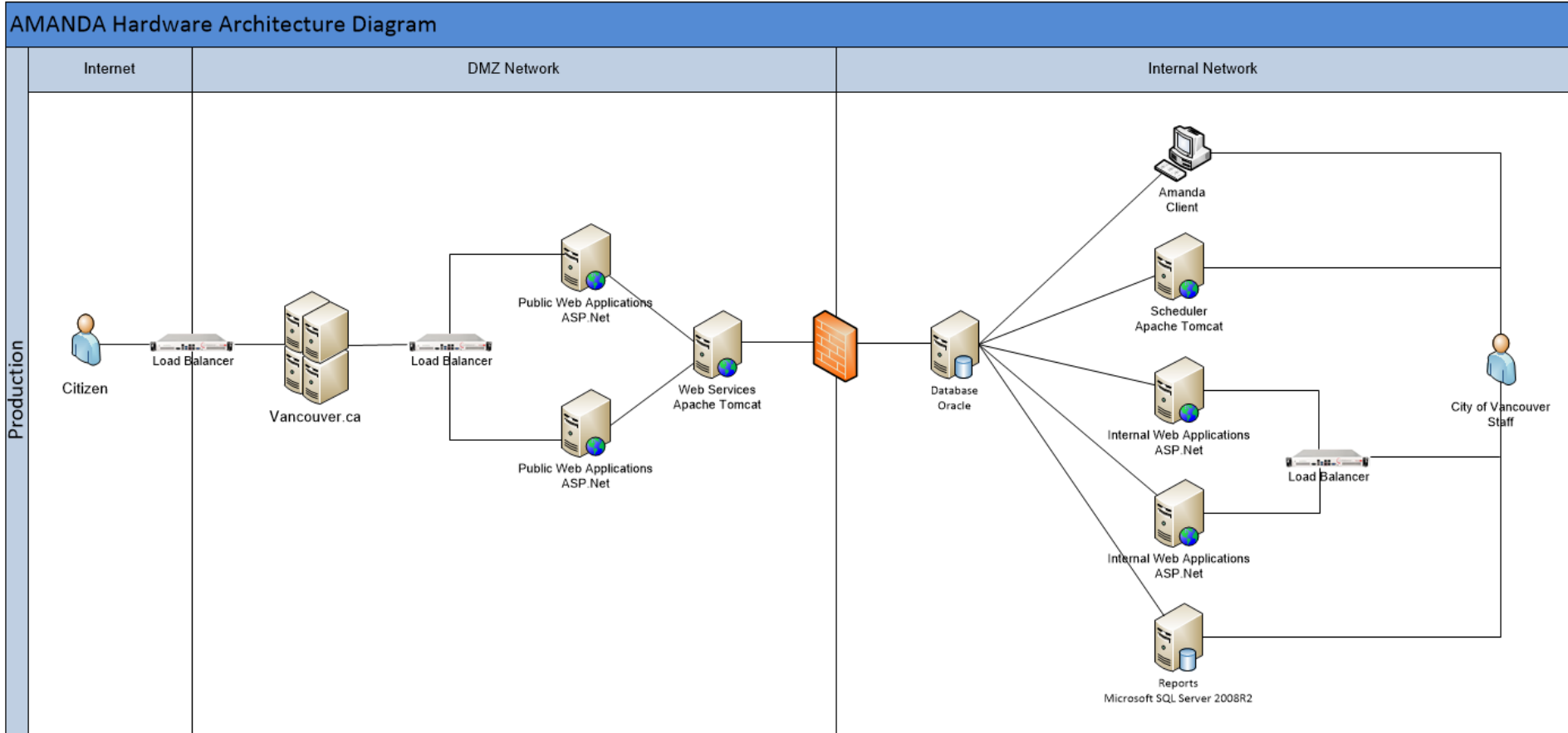
- Back Office: 4.4.31
- Batch Scheduler and Web Services: 5.4.4.31
- Database: Oracle Database 10g Release 10.2.0.4.0 - 64bit Production (same for prod, sandbox and train)
- Word: Microsoft Office Standard 2010 – Version 14.0.7197.5000
- Batch scheduler Server: Tomcat version 6.0.29 on Windows Server 2008 R2 with JVM version 1.6.0_33-b03
- Web services Server: Tomcat version 7.0.27 on Windows Server 2008 R2 with JMM version 1.6.0_33-b03
- Test server for both Amanda Train and Sandbox: Tomcat version 7.0.27.0 on Windows Server 2008 R2 with JMM version 1.6.0_30-b12
- Browser for Administration of Batch Scheduler and Web Services: Internet Explorer 11

Figure 10.3 – AMANDA Hardware, Database and Interfaces Architecture Diagrams

AMANDA Hardware Architecture Diagram
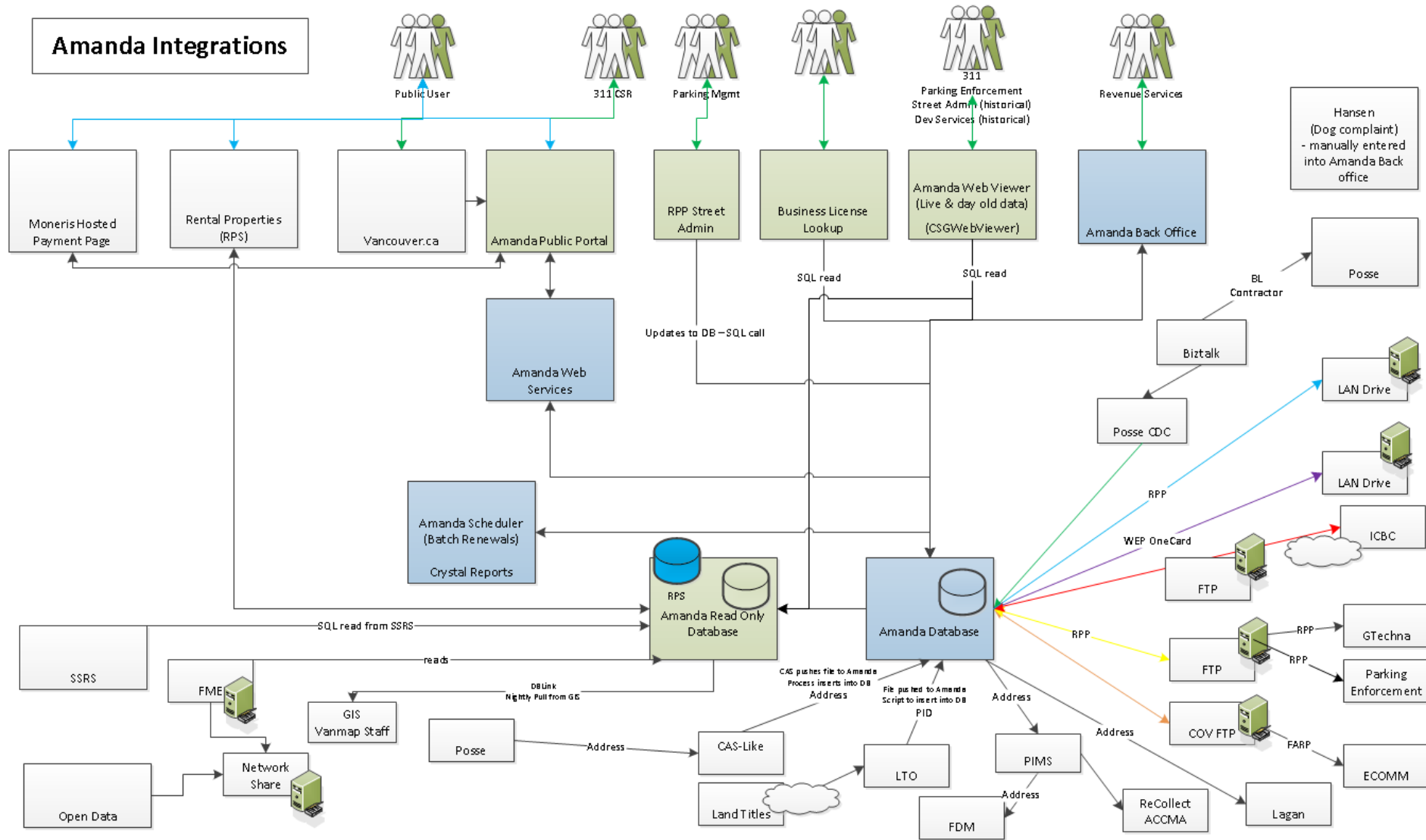
Figure 10.4 - List of Data Interfaces

Description	IN/OUT	From	To	Format
Amanda 4.5 client application	IN/OUT	Amanda Back-office clients	Amanda Real-time	Database update
New short-term rental business licenses. Custom, in-house developed .Net application. Public access.	IN/OUT	Vancouver.ca\Amanda online services	Amanda Real-time	Amanda web services 5.5
Business licence renewal payments. Custom, in-house developed .Net application. Public access.	IN/OUT	Vancouver.ca\Amanda online services	Amanda Real-time	Amanda web services 5.5
New dog licences. Custom, in-house developed .Net application. Public access.	IN/OUT	Vancouver.ca\Amanda online services	Amanda Real-time	Amanda web services 5.5
Dog licence renewal payments. Custom, in-house developed .Net application. Public access.	IN/OUT	Vancouver.ca\Amanda online services	Amanda Real-time	Amanda web services 5.5
New security alarm permits. Custom, in-house developed .Net application. Public access.	IN/OUT	Vancouver.ca\Amanda online services	Amanda Real-time	Amanda web services 5.5
Security alarm permit renewal payments. Custom, in-house developed .Net application. Public access.	IN/OUT	Vancouver.ca\Amanda online services	Amanda Real-time	Amanda web services 5.5
New residential parking permits. Custom, in-house developed .Net application. Public access.	IN/OUT	Vancouver.ca\Amanda online services	Amanda Real-time	Amanda web services 5.5
New short-term rental business licenses and business licence renewals New dog licences and renewals payments New security alarm permits and renewals payments Security alarm permit renewals New residential parking permits	IN/OUT	Moneris hosted payment page	Amanda Real-time	via UI link

Collection of data from multiple enterprise systems such as POSSE, Amanda, GIS, and FDM	IN/OUT	Rental property standards (RPS)	Amanda One-day-old	Database update
Custom, in-house developed .Net application. Public access.	IN	Internal application - RPP Street Admin	Amanda Real-time	Database update
Business licence renewal and notices	IN	Amanda batch scheduler	Amanda Real-time	Amanda 5.5 batch scheduler
Business licence late payment fees	IN	Amanda batch scheduler	Amanda Real-time	Amanda 5.5 batch scheduler
Dog licence renewal and notices	IN	Amanda batch scheduler	Amanda Real-time	Amanda 5.5 batch scheduler
Dog licence overdue notices	IN	Amanda batch scheduler	Amanda Real-time	Amanda 5.5 batch scheduler
Security alarm permits renewal and notices	IN	Amanda batch scheduler	Amanda Real-time	Amanda 5.5 batch scheduler
Various data validation and auditing processes (short-term rentals, residential parking permits etc.)	IN	Amanda batch scheduler	Amanda Real-time	Amanda 5.5 batch scheduler
ICBC data import	IN	ICBC	Amanda Real-time	FTP Flat file and Amanda 5.5 batch scheduler
ECOMM data import for security alarm permits	IN	ECOMM	Amanda Real-time	FTP Flat file and database update
New addresses, street names, address hierarchy	IN	POSSE CAS_Like (POSEE_PDD)	Amanda Real-time	FTP Flat file and database update
Update is from aanother internal database called LTB_DB. Updated info is PID and Lot.	IN	LTO	Amanda Real-time	Database update
Database copy	OUT	Amanda Real-time	Amanda One-day-old	Database copy
Custom, in-house developed .Net application. Internal access only. Open to all City employees.	OUT	Amanda Real-time	Business license lookup	Database read
Custom, in-house developed .Net application. Internal access only for authorized City	OUT	Amanda Real-time	Amanda web viewer	Database read

employees.				
Custom, in-house developed .Net application. Internal access only for authorized City employees.	OUT	Amanda One-day-old	Amanda web viewer	Database read
POSSE CDC invokes Amanda DB view. Contractor profile and Contractor's Licenses.	OUT	Amanda Real-time	POSSE	Biztalk
Generated .xls file is saved on network drive. Residential parking permits data.	OUT	Amanda Real-time	Network drive	Amanda 5.5 batch scheduler and XLS file
Generated .xls file is saved on network drive. West End parking OneCard data.	OUT	Amanda Real-time	Network drive	Amanda 5.5 batch scheduler and XLS file
ICBC data export	OUT	Amanda Real-time	ICBC	Amanda 5.5 batch scheduler and FTP Flat file
FME generates the output files and copies over to a network drive.	OUT	Amanda One-day-old	Open Data	FME to network drive
Over 50 different SSRS web reports. Custom built, in-house. Internal access only for authorized City employees.	OUT	Amanda One-day-old	Web reports	SSRS
GIS VanMap. Internal access only. Open to all City employees.	OUT	Amanda One-day-old	GIS VanMap	Database link
Addresses for PIMS, ACCMA, FDM	OUT	Amanda Real-time	PIMS	
Lagan calls Amanda database view	OUT	Amanda Real-time	LAGAN	Database read
Residential parking permits data	OUT	Amanda Real-time	Gtechna	Amanda 5.5 batch scheduler and FTP Flat file
Residential parking permits data	OUT	Amanda Real-time	Parking enforcement	Amanda 5.5 batch scheduler and FTP Flat file

Figure 10.5 - List of customizations and reports

File provided separately as part of Bid Documents

Figure 10.6 - List of AMANDA table names and row count

File provided separately as part of Bid Documents

PART D
FORM OF AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
AMANDA V.7 UPGRADE

THIS AGREEMENT is made as of the ● day of **July 2018** (the "**Effective Date**")

BETWEEN:

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

OF THE FIRST PART

AND:

> ●
> (the "**Consultant**")

OF THE SECOND PART

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

BACKGROUND:

A.   The City requires the professional services described herein, and desires to engage the Consultant to perform said services.

B.   The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

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

1.0   INTERPRETATION

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

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

(b)   **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;

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

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

(e)   **"Confidential Information"** has the meaning set out in Section 15.1

(f)   **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;

(g)   **"Deliverables"** has the meaning set out in Section 17.1;

(h)   **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;

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

(j)   **"Proposa**l" means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;

(a)   **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;

(k)   **"RFP"** means Request for Proposal **RFP PS20180502 – AMANDA V.7 Upgrade** together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;

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

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

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

1.2   The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

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

(b)   the Proposal; and

(c)   the RFP.

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

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

(b)   the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;

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

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

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

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

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

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

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

2.0   CONSULTANT'S SERVICES TO THE CITY

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

(a)   the services described in the RFP;

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

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

2.2   The Consultant will be fully responsible for:

(a)   coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;

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

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

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

2.4   The Consultant will perform the Services:

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

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

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

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

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

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

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

3.0   PROJECT TEAM

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

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

3.3   For the purposes of this Section 3, "substitutions required by circumstances not within its

reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.

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

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

4.0   SUB-CONTRACTORS

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

4.2   The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.

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

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

5.0   BASIS OF PAYMENT TO THE CONSULTANT

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

5.2   The fees for the Services are described in this Section 5.0 and in **Appendix 3 – Commercial Proposal** Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.

5.3   If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

5.4   Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed $●.

5.5   [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed $● (the "**Fixed Disbursement Amount**") .

5.6   [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the "**Maximum Fees and Disbursements**") will be $● , plus GST and PST as applicable to the sale made to the City hereunder.

5.7   Subject to any "Fixed Disbursement Amount" defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

5.8   If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any "Fixed Disbursement Amount" defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.

5.9   The Consultant will, by the 25th day of each month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City's Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca.   The invoice must contain:

    (a)   the Consultant's name, address and telephone number;

    (b)   the City purchase order number;

    (c)   the name of the City's Project Manager;

    (d)   the invoice number and date;

    (e)   details of any applicable taxes (with each tax shown separately); and

    (f)   tax registration number(s).

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

approval by electronic funds transfer to the bank account indicated by the Consultant.

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

5.12   The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

6.0   CHANGES TO SCOPE OF SERVICES

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

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

6.3   The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section **Appendix 3** of the Proposal.

7.0   RELEASE AND INDEMNIFICATION

7.1   The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

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

7.3   Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time

either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

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

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

8.0   INSURANCE

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

9.0   WORKSAFEBC

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

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

9.3   Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0   CITY INFORMATION/APPROVALS

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

11.0   COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1   The City appoints ● **as** the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of ●'s appointment as the City's Project Manager by the City, ● will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by ●, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

11.2   The Consultant appoints ● as its representative for the purposes of this Agreement (the "**Consultant's Project Manager**").

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

12.0   TERM OF AGREEMENT

12.1   This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by ● (the "**Term**").

13.0   TERMINATION

13.1   The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13.2   Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed $**1000.00** (including all taxes).

14.0   ASSIGNMENT

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

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

(b)   a legally enforceable covenant from the new entity confirming that it is legally bound

to the City to perform this Agreement.

15.0   CONFIDENTIALITY

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

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

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

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

15.2   The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.3   If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

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

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

15.6   The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems,

upon the earliest of the following dates:

(a)   completion of the Services;

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

(c)   written request of the City for return of the Confidential Information;

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

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

16.0   NO PROMOTION OF RELATIONSHIP

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

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

17.0   DELIVERABLES

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

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

(b)   information and data;

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

(d)   any other items identified in this Agreement as deliverables;

(collectively, the "**Deliverables**").

17.2   Deliverables are deemed not to include:

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

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

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

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

17.4   The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.

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

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

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

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

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

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

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

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

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

17.8   The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City

harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

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

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

19.0 NO CONFLICT OF INTEREST

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

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

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

(b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

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

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

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

21.0   COMPLIANCE WITH LAW

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

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

22.0   GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1   This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0   INDEPENDENT CONSULTANT

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

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

24.0   INDEPENDENT LEGAL ADVICE

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

25.0   TIME FOR PERFORMANCE

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

25.2   **Unavoidable Delay**. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "**Unavoidable Delay**" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0   GENERAL

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

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

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

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

26.5   **Entire Agreement**. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

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

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

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

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

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

26.11   **Execution**. This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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

CITY OF VANCOUVER

_____
Authorized Signatory

_____
Print Name and Title

-

_____
Authorized Signatory

_____
Print Name and Title

APPENDIX A – INSURANCE REQUIREMENTS

A1.1   **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

(a)   a professional (errors and omissions) liability insurance policy with limits of not less than $2,000,000 per claim and not less than $5,000,000 in aggregate and a deductible of not more than $50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and

(b)   a commercial general liability insurance policy with a limit of not less than $2,000,000 per occurrence, and a deductible of not more than $5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

A1.2   **Required Policy Terms**

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

(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 with such policies; and

(c)   contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice.

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

A1.3   **Insurance Certificate**

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4   **Sub-Contractors' Insurance**

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's

Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

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

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

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

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B – PROPOSAL

APPENDIX C – RFP