REQUEST FOR PROPOSALS

PROVISION OF A POINT OF SALE SOLUTION

RFP No. PS20181527

Issue Date: **Dec**ember 3, 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 a **Point of Sale ("POS") Solution for Vancouver Civic Theatres ("VCT") concession operations at its four venues (bar sales/prepackaged food items)**. 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. The proposed solution may be on-premise, or cloud-based.

1.3 The Vancouver Board of Parks & Recreation ("VPB") is considering a modern POS system to replace its current EPOS Office Version 2 with Uniwell registers, and may implement the solution selected by VCT, depending on budget approval and technical readiness assessment. The Proponents are asked to provide a commercial proposal for a VPB solution in Appendix 3 – Commercial Proposal.

1.4 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.

1.5 At the time of RFP posting, the City has not arranged for site visits to VCT or VPB, as the locations are open to the public. However, the City may, at the City's sole discretion, setup one or more site visits prior to the Closing Time, depending on vendor requests.

1.6 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.

1.7 **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.**

1.8 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.9 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 Cloud-based Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement. If the selected solution is on-premise, the City may execute a Form of Agreement that does not include cloud references or obligations.

2.0   KEY DATES

2.1   Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on January 4, 2019
Closing Time	3:00pm on January 11, 2019

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

3.0   CONTACT PERSON

3.1   All enquiries regarding the RFP must be addressed to:

Diana Chan, SCMP
diana.chan@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#20181527 – Provision of a Point of Sale Solution – *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   Proposals must not be submitted by fax.

4.4   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.

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

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

4.7   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.

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

4.9   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.

4.10   Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0   CHANGES TO THE RFP AND FURTHER INFORMATION

5.1   The City may amend the RFP or make additions to it at any time.

5.2   It is the sole responsibility of Proponents to check the City's website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

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

6.0   PROPOSED TERM OF ENGAGEMENT

6.1   The term of any Agreement is expected to be a five-year period, with the City's option to extend for an additional two (2), (2) two-year terms, and one (1), (1) one-year term, for a maximum total term of ten (10) years.

7.0   PRICING

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

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

8.0   EVALUATION OF PROPOSALS

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

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

Evaluation Criteria	Evaluation Weighting
Functional & Technical Requirements	60%
Implementation Plan, Post-Go-Live Support, References, Key Personnel	10%
Commercial Proposal	30%
Total	100%

8.3   If the City determines that a proposal does not meet PCI Compliance Requirements, the proposal may be set aside and given no further consideration.

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

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

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

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

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

8.8   For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the 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   LIVING WAGE EMPLOYER

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

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

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

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

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

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

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

(a)   paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and

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

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

11.0   CERTAIN APPLICABLE LEGISLATION

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

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

12.0   LEGAL TERMS AND CONDITIONS

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

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

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   REQUIREMENTS

Vancouver Civic Theatres ("VCT") has the following Requirements:

BACKGROUND

VCT provides its patrons with food and beverage options prior to shows and during intermission. There is currently no system in plane and the process is manual and inefficient with weak controls and subject to human errors.

VCT is looking for vendors with expertise in POS solutions for the concession operations.

VCT is seeking to ameliorate the sale and inventory function in addition to better business intelligence around sales and usage.

VCT has 4 locations with the following bar sizes:

Location	Bars*: Small	Medium	Large
Queen Elizabeth Theatre	5	5	1
Salon (QET/Playhouse)	0	1	0
Playhouse Theater	3	1	0
Orpheum Theater	6	3	2
The Annex	0	1	0
Max staffing per bar size: Small: 1, Medium: 2, Large: 4 small size - mobile			

STAFFING:

Access to the POS will be required by the following staff:

Staff	Number of Staff
Theater Attendants 1, 2, 3	200
Management (Business)	4
Administrator (Business)	1
Administrator (Technology Services)	as needed
Inventory & accounting	4

SCOPE OF WORK

The successful proponent will install and configure a secure PCI compliant POS solution (PCI version 3 or above).

The successful proponent will:

- Configure and install POS hardware and applicable software.
- Meet PCI compliance and provincial privacy legislation.
- Provide security against cyber-attacks, viruses and malware and integrate into the City's preferred endpoint protection environment if OnPrem (currently Symantec).
- Align with City's technical requirements (application architecture, deployment architecture, availability and scalability, user interface standards, security, integrations and data & reporting)
- Identify local providers for hardware break/fix support and detail how local vendors maintain solution integrity in terms of PCI.
- Deliver 3-5 custom reports / Excel extracts.
- Train system users.
- Train City technical resources.
- Detail project structure and duration as well as identify required roles on the vendor and City side of the project.
- Provide post go-live support during a stabilization phase
- Provide a support contract for the on-going maintenance and renewal of the hardware and software of the POS system

CURRENT FOOD & BEVERAGE SALES PROCESS:
- Food & beverage sales tracked during events
  - VCT attendants manually track sales using pencil and paper
  - Sales and inventory manually entered in SAP
  - Bar sales are manually compiled on an excel spreadsheet from the sales operation sheets, the totals are then issued out (charged) to the events Work Order # in SAP. Accuracy relies on the operation sheets
  - The accuracy of monthly cycle counts is determined by what is posted on the operation sheets
  - Store keeper spend many hours attempting to find inventory discrepancies prior to posting any variances
- Inventory stored in VCT warehouse (stored in SAP)
  - Inventory arriving at the warehouse is tracked in SAP
  - Inventory moved from warehouse to bar locations is only tracked manually. The information is updated to SAP afterwards, not real time. Average delay is 2-3 days.
  - Variances are detected after it is too late to determine the cause
- Inventory at the bar locations (managed manually)

- Inventory moved to bar locations is tracked on paper
- Inventory moved between bar locations is tracked manually
- Inventory counted at end of performance is tracked on paper
- Stock is manually transferred between main and mobile bars before and during events, making it difficult to keep track of product
- Financial data recorded against event work order in SAP

TARGET STATE
- Inventory
    - Ideally, use SAP to keep track of all the inventory arriving and leaving the warehouse (no manual tracking required)
    - Inventory arriving and leaving each bar location is tracked systematically
    - Real time & accurate count of sales and stock
    - Automatic reorders based on inventory count

- Food & beverage sales
    - All sales will be tracked per show/attendant/venue
    - Easy to use interface for user
    - Mobile pre-ordering
    - Sales transactions will be synced to SAP
    - Product will be issued out can charged to event Work order # in real time
    - POS station to be available for both fix and mobile stations that will move locations as needed by business

FUNCTIONAL REQUIREMENTS

Feature 1 – Core Sales
User story: As a Theater Attendant, I want to sell bar/concession items and be able to track orders and payments. As a manager or supervisor I can update menu items based on needs and availability and have mobile stations if expecting a busy show so that the following business requirements are supported:
- support cash / credit control
- support inventory control
- support event based accounting (all costs / revenues must be associated to an event)
- support correct recognition of tax revenue
- increase service speed and sales volumes
- increase customer satisfaction

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R1.1	Be friendly and easy to use interface, easy to navigate, intuitive, large legible screen	✓	
R1.2	Must be able to accept different payment methods(VISA/MC/AMEX/JCB/DEBIT) & support for Smart Phone Transactions *VPB will require cash option	✓	
R1.3	Must allow split tender payment	✓	
R1.4	Must have integrated credit card processing (back end must use City designated payment gateway -Moneris) *Must be fully PCI Compliant (See feature 7)	✓	
R1.5	Must track sales to an individual Theater Attendant	✓	

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R1.6	Must allow association between sales and performance, day, location	✓	
R1.7	Able to show a list order items required to make	✓	
R1.8	Be able to automatically calculate prices/sales totals for variable menu items (and integrate with pin pad) Moneris	✓	
R1.9	Print receipts on demand - for intermission drink pickup sales	✓	
R1.9A	Email receipts if requested. Email to be added to conact list		✓
R1.10	Able to sell City branded card & deposit value onto City branded gift card & accept as payment		✓
R1.11	Must update inventory item movements with product (food and beverage) volume and items sold	✓	
R1.12	Track spillage / expired food – and have a field for explanation	✓	
R1.13	Track service recovery (replacement drinks/food)	✓	
R1.14	Allow authorized users to void transactions and process refunds (voids and corrections must update sales and inventory totals) *Must be fully PCI Compliant (See feature 7)	✓	
R1.15	Be able to have a close out function (per terminal) balance sales to Moneris transaction reports and add notes if variances	✓	
R1.16	Be able to offer different menu items at different location	✓	
R1.17	Able to disable items that are temporarily out of Stock (or show out of stock)		✓
R1.18	Be able to show open food / open liquor- only available to authorized users		✓
R1.19	Have optional recording of order modification (i.e. mix type, less/more ice)		✓
R1.20	Allow for non payments for hosted bars / and delayed payment for tabs		✓
R1.21	Correct incorrect order before paying	✓	
R1.22	Have a promotional & discount pricing options	✓	
R1.23	Sale transaction to be recorded & integrated with SAP accounting		✓
R.1.24	Options for mobile POI devices for use at 14 mobile bars that move to different locations		✓

Feature 2 – Mobile Ordering
User story:
1) As a patron to the theater, I would like to pre-order my drink/snack prior to my arrival and not wait

in line ups. I would also like information about where I can pick up my order
2) As a Theater Attendant, I will receive mobile orders; know location in which to prepare them so that the following business requirements are supported:
- support inventory control
- support event based accounting (all costs / revenues must be associated to an event)
- increase service speed and sales volumes
- increase customer satisfaction

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R2.1	Ability for patrons be able to order on a mobile device prior to show or prior to intermission	✓	
R2.2	Be able to control ordering time	✓	
R2.3	Allow for food & drink sales	✓	
R2.4	Option to pick up order later (bought now / picked up at intermission)		✓
R2.5	Correct incorrect order before paying- must update inventory item movements with liquor volume and items sold	✓	
R2.6	Must allow the venue to specify the bar location where the customer will pick up their drink	✓	
R2.7	Take payment by credit (VISA/MC/AMEX/JCB/DEBIT)	✓	
R2.8	Must use the City's payment processing gateway and be PCI compliant (refer to feature 7)	✓	
R2.9	Be able to show proof of purchase on device (phone)	✓	
R2.10	Be able to void/refund a transaction	✓	
R2.11	Ensure bar will be able to receive orders request	✓	
R2.12	Ensure only items available to order are in stock and available for pickup at the chosen venue	✓	
R2.13	Have a floater/mobile units that can be used to take orders		✓
R2.14	Have optional recording of order modification (i.e. mix type, less/more ice)	✓	

Feature 3 - Inventory
User Story: As a Stock Clerk I want to add stock received to storage area and bar locations so that bar inventory is correct so that the following business requirements are supported:
- accurate inventory data
- physical counts and variance reporting
- cost of goods calculations
- support event based accounting (all costs / revenues must be associated to an event)

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R3.1	Ideal if able to update inventory received &		✓

Reference	Requirements	Minimum Requirement	Long Term/ Optional
	sold in SAP		
R3.2	If not integrated with SAP, must have inventory management capability	✓	
R3.3	Please describe how inventory is managed;	✓	
R3.4	Able to track cost vs sale prices	✓	
R3.5	Ideal if system can support use of manufacturer UPC codes		✓
R3.6	Ideal if system can generate barcodes for stock without manufacturer UPC codes		✓
R3.7	Should compare inventory on hand to inventory item movements (sales, spillage, waste) with flexible date ranges for reporting	✓	
R3.8	Able to track inventory sale to show	✓	
R3.9	Need to account for partially consumed stock (partially consumed liquor bottles)	✓	
R3.10	Must have quick method for adding inventory items to a bar. If using barcodes a preference for manufactures UPC	✓	
R3.11	Able to save and adjust General ledger codes for various items		✓
R3.12	Able to manage transfer of inventory between bar/venue locations		✓

Feature 4 – Reporting

User story: as a manager or director, I would like to be able to get regular reporting on items sold, revenues, KPIs such as sales per show so that the following business requirements are supported:
- able to support business decisions
- able to look at historical information
- able to forecast

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R4.1	Be able to provide regular dashboard reporting	✓	
R4.2	Be able to provide ad hoc reporting	✓	
R4.3	Must allow flexible reporting and/or assignment of sales location and time window (a bar) to an event. (i.e. a theater may have three events during the day with several bars open and two events at night with more bars open in each event	✓	
R4.4	Must allow association between sales and event	✓	
R4.5	Must track sales to an individual Theater Attendant (drawer/float)	✓	
R4.6	Able to view staff orders from admin screen		✓
R4.7	Report - inventory stock on hand	✓	
R4.8	Report - sales vs inventory item movement with flexible date criteria	✓	
R4.9	Report- Gross sales per event day per show per	✓	

Reference	Requirements	Minimum Requirement	Long Term/ Optional
	theatre (listing out method of payments visa, mastercard etc., items sold per station) via a close out report		
R4.10	All Reports downloadable in multiple formats (excel, csv)	✓	
R4.11	Print sales summary report (other users will post to EBMS & SAP) - per each performance of each event	✓	
R4.12	Print Inventory over / short (other users will post to SAP)	✓	
R4.13	Gross sales; spillage, cash/credit over/short	✓	
R4.14	Sales vs. inventory item movements with flexible date criteria	✓	
R4.15	Gross sales per event day per show (ideally includes narrative from staff on how the event went - what sold well, what happened during the event, if we tried something new how did it go?)	✓	
R4.16	Provides insight on product sales based on show type to help guide decisions on which products to change	✓	
R4.17	Provides business intelligence on profitability of individual events		✓
R4.18	Reports must be stored and accessible for 3 years and holds data for 3 number of years	✓	

Feature 5 - Digital Signs
User Story: As a Theater attendant III, I want to be able to update the menu based on demand and would support the following business requirements:
- Increased customer services
- Support inventory control

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R5.1	Be able to add/edit/omit items on menu and adjust prices by location		✓
R5.2	Be able to link to digital signs		✓
R5.3	If synced, be able to offer different menu items per location		✓
R5.4	Swap out the menu at specific bar locations to reflect different offerings for different events (i.e. different menu for receptions)		✓
R5.5	Highlight specials or combinations of items as specials		✓
R5.6	Change prices in POS and have new prices reflect on electronic display (ideally with effective date for future price changes)		✓
R5.7	If item not available in inventory removed		✓

Reference	Requirements	Minimum Requirement	Long Term/ Optional
	automatically from display		
R5.8	Communicates with Novari digital signage software		✓

Feature 6 – Miscellaneous Sales

User Story: As a Theater Attendant III (Front of House) I want to record information about 3rd party sales at the beginning of an event and take a payment for percentage sales at the end of an event so that theaters can recoup a percentage of profit for 3rd party sales on the premise to support timely and accurate payment of 3rd party sales percentages.

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R6.1	Be able to input information on type of 3rd party sale (ie merchandise)	✓	
R6.2	System assisted calculation of sales based on gross sales (% varies by event but staff know the % for each event)		✓
R6.3	Produce a receipt for 3rd party vendor	✓	
R6.4	Backup system for cashless: ring in sale as cash. (if Moneris is down)	✓	
R6.5	Take payment for in person coat check and support coat check for customers who have paid on line so that offer a rapid coat check service to theater patrons.		✓

Feature 7 – PCI Compliance

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R7.1	Provide a current, accurate and valid Attestation of Compliance.	✓	
R7.2	Provide Charter for PCI DSS Compliance and define specifically who in the organization is responsible for the protection of cardholder data and the PCI DSS Compliance Program.	✓	
R7.3	Provide a high level org chart for the PCI DSS Compliance Program within your organization	✓	
R7.4	Provide a comprehensive and fully completed PCI DSS Responsibility Matrix (attached).	✓	
R7.5	Provide Data Flow Diagrams of all proposed payment flows as they relate to processing, storage and transmission of credit card data for purchases, refunds and Charge Backs	✓	
R7.6	Provide specific details of the payment solution that may impact the City of Vancouver's PCI scope as it relates to people, processes and	✓	

Reference	Requirements	Minimum Requirement	Long Term/ Optional
	technology.		

Feature 8 - Accounting Requirements

Reference	Requirements	Minimum Requirement	Long Term/ Optional
R8.1	Must account for tax calculation based on either 1) tax included in item price 2) tax applied separate from item price	✓	
R8.2	Able to save and adjust General ledger codes for various items		✓
R8.3	Able to capture a unique identifier number that is traceable for credit card chargebacks/disputes	✓	

Feature 9 – Training

User Story: As any employee using the POS system, I'd like to have a self-guided overview and training of how to use the system, have quick tip help know who to contact for help at own pace to gain confidence before using the live system so the following business requirements are met:
- Improved employee experience
- Ensure employees are confident in the correct use of system
- Ensure employees have an easy way to complete annual PCI computer based learning

Reference	Requirements	Minimum Requirement	Long Term /Optional
R9.1	Tutorial -self guided - screen for overview of system and how to use it	✓	
R9.2	Quick help buttons		✓
R9.4	Able to track user training/completion		✓
R9.5	Able to have quizzes to determine user cognition		✓
R9.6	Able to host city's annual PCI computer based training		✓
R9.7	Ideal if modules can be customized to highlight business rules unique to city of Vancouver		✓
R9.8	Training session can be restarted where user left off		✓
R9.9	Provide Technical training and documentation	✓	
R9.10	Training environment matches production configuration	✓	

Feature 10 - System Menu configuration and Management Support

Reference	Requirements	Minimum Requirement	Long Term Optional
R10.1	Able to add menu items as needed	✓	
R10.2	Manage user groups, roles and privileges	✓	
R10.3	Performance patching and systems updates so that the system can remain on a supported release (it's assumed that some of these functions will be vendor managed for software as a service solutions)	✓	
R10.4	Allow for variable menus (receptions may have a different mix of products)	✓	
R10.5	SLA to support late operations	✓	
R10.6	Maintain authorized users internally	✓	
R10.7	Maintain test / training environments with recent copies of production configuration and data		✓
R10.8	Change / maintain passwords for all administrative and support IDs (PCI compliance)	✓	
R10.9	Please describe what back up system?	✓	

TECHNICAL **R**EQUIREMENTS

Item #	Description of Requirement
	Application Architecture
T-1	The application is built using standard development frameworks.
T-2	If applicable, the server components within the application will be supported during the term of the Agreement.
T-3	If applicable, database components within the application will be supported during the term of the Agreement.
T-4	SMTP is supported for email notifications.
T-5	Future versions of the application are backwards compatible with earlier ones.
	Deployment Architecture
T-6	If applicable, the application can be hosted on-premise, with the City's datacenter.
T-7	If applicable, the application can be hosted in a Cloud environment.
T-8	If hosted, the application must be hosted in a Canadian data centre.
T-9	If applicable, the application relies on third party application(s) hosted in an external Cloud.
T-10	If deployed to Cloud, an RTO (Recovery Time Objective) is defined.
T-11	If deployed to Cloud, an RPO (recovery point objective) is defined.
T-12	If deployed to Cloud, the City's service may or may not be deployed with other customers of the vendor.
T-13	If deployed to Cloud, the City's data will be kept separate from other customers of the vendor.
T-14	City data will be backed up, archived, and deleted from the system, when required.
T-15	If the proposed solution is to be deployed to the cloud, vendor will complete the Cloud Security Alliance Questionnaire, if requested by the City.
	Availability & Scalability

T-16	If the application is N-Tiered, the different tiers will be deployed to support 24x7 availability; with 99.99% uptime and transparent fail-over protection.
T-17	If applicable, vendor will state the limit on the number of registered users the package can support.
T-18	If applicable, vendor will state the maximum limit to the amount of transactions, collaborations, events being managed (workflow) that can be handled per session, per day.
T-19	The vendor shall state average response time for initial page load, page access, and database access.
T-20	The application maintains transaction and data integrity in failure situations.
T-21	The application maintains transaction logs and; are required to submit the logs to City Technology Services for monitoring.
T-22	The application takes advantage of any caching technique for loading pages, static content, data, etc.
T-23	All administration activities can be performed with the application up and running in production. Vendor will follow the City's ITIL Change Management Process, such as advanced notification of production changes and coordination of the submission of Change Requests for any production changes.
	User Interface Standards
T-24	Citizen-facing application are available as a cross platform tool (iOS and Android), not requiring download install.
T-25	The proposed web-based application is browser agnostic.
T-26	The web-based application is responsive by design (i.e. HTML5, supports mobile, various screen sizes).
T-27	The web-based application aligns to the City's Digital Style Guidelines: https://company-66050.frontify.com/d/3vgsw7ZF6Ppb
T-28	Full Menu Functionality: - Clear visible item information with strong visuals of each item - Inventory status: if an item sells out, user will see item info reflecting that status - Item info will include ingredient and nutritional detail (to support allergies, dietary needs, etc.) - Ability to customize an order (e.g. make a drink a double, request sugar-free option, etc.) - Any 'bundles' will be clear and accessible to users, system will also apply logic to grant bundle price if a user has created one themselves
T-29	Payment is easy to complete/enter - request basic details to authorize/validate: card # expiry, CVV, and billing postal code (not full billing address)

T-30	Payment is easy to complete/enter- support photos of cards being taken as data entry format
T-31	Payment is easy to complete/enter - integrate with other payment applications where possible - applepay/googlepay/etc.
T-32	Advanced functionality (desirable): in-seat delivery (e.g. scan a QR code on arm of seat, to then place order for delivery).
	Security
T-33	Users log in with a user ID and password - for both staff and citizen access.
T-34	Password history is maintained to prevent users from recycling passwords.
T-35	Users will be required to change their passwords periodically – and the periodically is configurable.
T-36	The system prompts for a new password when the current password is nearing expiration.
T-37	A password minimum length can be configured.
T-38	Users can be locked out after a number of failed login attempts.
T-39	Idle users will be required to log back in.
T-40	Security can be managed at a group level.
T-41	Login audit trail is available.
T-42	In addition to the above, Single Sign On is supported, with authentication method ADFS
T-43	The application supports the HTTPS protocol.
T-44	There is Form Level validation.
T-45	There is Format validation.
T-46	There is Content validation.
T-47	If hosted in the Cloud, the application/vendor has SIEM.
T-48	If hosted in the Cloud, the application completes penetration/vulnerability testing.
T-49	If penetration/vulnerability testing has been completed, the results will be made available to the City.
T-50	The solution complies with all Privacy legislation applicable to the data under consideration: 1. BC's Personal Information Protection Act, SBC 2003 c. 36 2. Federal Personal Information Protection and Electronic Documents Act, SC 2000 c 5 3. Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 (FIPPA)
	Integration

T-51	The application supports Web Services protocols (e.g. JSON/REST, SOAP).
T-52	All application data are available from the above Web Services.
T-53	There is access or authorization control of the above Web Services.
T-54	The product supports extensibility through publicized and documented APIs, and the upgrade path for client-developed extensions is based on these documented APIs.
T-55	If applicable, the above Web Services integrations are supported, with a set of standard plug-ins for popular enterprise applications such as SAP, Service Now, etc.
T-56	Solution supports integrations via file transfers (supported file formats: CSV, XML, etc.).
T-57	Solution supports export of search results, or solution reports data in the following file formats: XML, HTML, Excel/CSV.
T-58	The application supports batch User Management.
	Data & Reporting
T-59	The City remains the sole owner of all data entered, used, and maintained within the application.
T-60	Vendor provides a logical data model for the key business objects in vendor's product.
T-61	The application provides out-of-the-box reports (including any leveraged Tools).
T-62	City can use City's own reporting Tools with the application – which will be supported (e.g. SSRS, Power BI, etc.).
T-63	All of the application data will be fully extracted for a client's use in internal reporting software (e.g. real-time or batch, data exposed in API, file, etc.).
T-64	Vendor will provide details of charging station location (and attributes) to the City for displaying on City of Vancouver sites (e.g. vancouver.ca, open data)?
	Network
T-65	Vendor will provide the City with the vendor's network connection protocols/methods for POI (i.e. LTE, WIFI). It is recommended that the vendor consider providing a secure private wireless network as part of the solution.
	Payments
T-66	Can the solution integrate with the vendor's own Payment Gateway?
T-67	If integrating payments with the City's payment gateway, solution to support City's preferred Payment Gateway Moneris.

VPB has the following Requirements:

BACKGROUND:

VPB operates 13 Park & Beach Concession Stands and 1 Railway Attraction. Currently the operations are running EPOS Office Version 2 with Uniwell Cash Registers. The current operations transmits data through a dial up system. The dial up Uniwell cash registers are no longer being supported and an internet based system is required to replace the current system.

VPB may wish to install a common POS system at all 13 concession stands and at the Train Attraction, depending on budget approval.

VPB requirements are the same functional and technical requirements as Civic Theaters with the exception of accepting cash as payment. The VPB will require installation at up to 15 individual buildings and up to 25 individual stations.

CURRENT VPB FOOD & BEVERAGE SALES PROCESS:
- Some Inventory stored in VPB warehouse (stored in SAP)
  - Inventory arriving at the warehouse is tracked in SAP
  - Inventory moved from warehouse to concession locations is only tracked manually. The information is updated to SAP afterwards, not real time. Average delay is 2-3 days
  - Variances are detected after it is too late to determine the cause
- Inventory at the Concession locations (managed manually)
  - Inventory moved to concessions locations is tracked on paper
  - Inventory moved between concession locations is tracked manually
  - Inventory counted at end of performance is tracked on paper
  - Inventory entered into Optimum Control for reporting. Annual opening / closing inventory entered into SAP
- Food & beverage sales tracked during operation
  - Registered into current POS system
  - Daily polling transfers data to administration office for weekly reporting
  - Digital A-Forms are completed on a weekly bases for payment of commissions and sales recording to SAP
- Financial data recorded against event work order in SAP

VPB TARGET STATE
- Inventory
  - Use SAP to keep track of all the inventory arriving and leaving the warehouse
    (no manual tracking required)
- Food & beverage sales
  - All sales will be tracked per day, per POS, per location
  - Easy to use interface for user
  - Mobile pre-ordering
  - Sales transactions will be synced to SAP

PART C – FORM OF PROPOSAL

RFP No. PS20181527, Provision of a Point of Sale Solution (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   Personal Information Consent Form(s)

APPENDIX 8   Subcontractors

APPENDIX 9   Proposed Amendments to Form of Agreement

APPENDIX 10   Financial Statements

APPENDIX 11   Proof of WorkSafeBC Registration

APPENDIX 12   Conflicts; Collusion; Lobbying

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. PS20181527, 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 12.

(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 12.

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 12.

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 12.

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 12.

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

1.   Provide a brief executive summary of your proposal. Summarize your proposal and comment on how it meets the City's requirements.

Proponent Overview

2.   In the space below, provide a description of the Proponent's company, number of employees, year of experience.

3.   How will you manage the City's account? Do you have dedicated staff in the Vancouver area? Provide an organizational chart with names, titles, locations, clear lines of accountability, escalation points, and a brief description of each individual's role. In addition, describe their knowledge, professional qualifications, and relevant experience.

4.   If applicable: a) identify gaps between the business requirements, and proponent's proposed solution; and   b) propose methods for closing any gaps, and highlight where similar methods have been successful for other customers in the same or similar industries.

5.   Describe how the proponent will configure and install POS hardware and applicable software.

6.   Identify how the proposed solution will meet PCI compliance and provincial privacy legislation.
7.   Identify how the system is secured against cyber-attacks, viruses, and malware, and how the

solution can be integrated into the City's preferred endpoint protection environment, if on-prem (currently Symantec).

8.   Describe how the proponent's proposed solution aligns with the City's technical requirements (application architecture, deployment architecture, availability and scalability, user interface standards, security, integrations and data & reporting).

9.   Identify local providers for hardware break/fix support, and detail how local vendors will be able to maintain solution integrity in terms of PCI compliance.

10.   Describe how the proponent will deliver 3-5 custom reports/excel extracts.

11.   Describe how the proponent will train the system users.

12.   Describe how the proponent will train the City technical resources.

13.   Describe the proponent's project structure and duration, as well as identify required roles on the vendor and City side of the project.

14.   Describe how the proponent will provide post go-live support during a stabilization phase.

15.   Describe the proponent's support contract for the on-going maintenance and renewal of the hardware and software of the POS system.

16. In the space below, describe how your Proposal meets the Functional Requirements, comment specifically on each reference item your Proposal does not address and how you will mitigate its impact:

    a. Feature 1 – Core Sales (R1.1 – R1.24)

    b. Feature 2 – Mobile Ordering (R2.1 – R2.14)

    c. Feature 3 – Inventory (R3.1 – R3.12)

    d. Feature 4 – Reporting (R4.1 – R4.18)

    e. Feature 5 – Digital Signs (R5.1 – R5.8)

    f. Feature 6 – Miscellaneous Sales (R6.1 – R6.5)

    g. Feature 8 – Accounting (R8.1 – R8.3)

    h. Feature 9 – Training (R9.1 – R9.10)

    i. Feature 10 – System Menu Configuration and Management Support (R10.1 – R10.9)

PCI Compliance Requirements

17. Refer to Part A, Section 8.3.

In the space below, describe how your Proposal meets Feature 7 - PCI Requirements (R7.1 – R7.6): comment specifically on each reference item your Proposal does not address and how you will mitigate its impact:

Technical Requirements

18. In the space below, describe how your Proposal meets the Technical Requirements:

	Description of Requirement	Proponent should indicate Yes, No, or N/A			Proponent's Comments
Item #	**Application Architecture**	**Yes**	**No**	**N/A**	
T-1	Is the application built using standard development frameworks? (such as Net or Java). Provide details				Please provide details
T-2	Are there server components within the application? If yes, please provide supported versions				Please provide details
T-3	Are there database components within the application? If yes, please provide supported versions.				Please provide details
T-4	Is SMTP supported for email notifications?				Please provide details
T-5	Are future versions of the application backwards compatible with earlier ones?				Please provide details
	Deployment Architecture				
T-6	Can the application be hosted on-premise, with the City's datacentre?				
T-7	Can the application be hosted in a Cloud environment? If so, which provider.				Please provide details
T-8	If hosted, can the application be hosted in a Canadian data centre? If not, where?				Please provide details
T-9	Does the application rely on any third party applications that are hosted in an external Cloud? If yes, list				Please provide details
T-10	If deployed to Cloud, is an RTO (Recovery Time Objective) defined? If yes, what is it?				Please provide details
T-11	If deployed to Cloud, is a RPO (recovery point objective) defined? If yes, what is it?				Please provide details
T-12	If deployed to Cloud, will City of Vancouver's service be deployed with other customers of the vendor?				Please provide details
T-13	If deployed to Cloud, will City of Vancouver's data be kept separate from other customers of the vendor?				Please provide details
T-14	Will City data be backed up, archived, and deleted from the system when needed? If yes, provide details.				Please provide details

T-15	If deployed to the cloud, short listed vendors will be required to additionally complete the Cloud Security Alliance Questionnaire. Please indicate acceptance of this request.				Please provide details
	Availability & Scalability				
T-16	Is your application N-Tiered? If so describe how the different tiers should be deployed to support 24x7 availability with 99.99% uptime and transparent failover protection.				Please provide details
T-17	Is there a limit on the number of registered users the package can support? If so, how many?				Please provide details
T-18	Is there a maximum limit to the amount of transactions, collaborations, events being managed (workflow) that can be handled per session, per day? If yes, how many in each case?				Please provide details
T-19	Is an average response time for initial page load, page access, and database access confirmed? If yes, what is it				Please provide details
T-20	Does the application maintain transaction and data integrity in failure situations, and if so, how?				Please provide details
T-21	Does the application maintain transaction logs? Can these logs be submitted to City Technology Services for monitoring?				Please provide details
T-22	Does your application take advantage of any caching technique for loading pages, static content, data, etc.? If so, please describe.				Please provide details, if response is "Yes".
T-23	Can all administration activities be performed with the application up and running in production? Vendor will be required to follow City's ITIL Change Management Process. Please indicate acceptance of this request.				Please provide details
	User Interface Standards				
T-24	Is the staff and citizen facing application available as a cross platform tool (iOS and Android) not requiring download install - would be preferred if provided as a responsive web page vs an app				Please provide details
T-25	Is your web based application browser agnostic? If "No", list what				Please provide details if response is "No".

	is supported?				
T-26	Is the web based application responsive by design? (i.e. HTML5, supports mobile, various screen sizes)				
T-27	Can the web based application align to the City's Digital Style Guidelines? If yes, describe how. City of Vancouver's Digital Style Guidelines: https://company-66050.frontify.com/d/3vgsw7ZF6Ppb				Please provide details
T-28	Full Menu Functionality - Clear visible item information with strong visuals of each item - Inventory status, if an item sells out, user should see item info reflect that status - Item info should include ingredient and nutritional detail (to support allergies, dietary needs, etc.) - Ability to customize an order. Make a drink a double, request sugar free option, etc. - Any 'bundles' should be clear and accessible to users, system should also apply logic to grant bundle price if a user has created one themselves				Please provide details
T-29	Payment should be easy to complete/enter - request basic details to authorize/validate: card # expiry, CVV, and billing postal code (not full billing address)				Please provide details
T-30	Payment should be easy to complete/enter - support photos of cards being taken as data entry format				Please provide details
T-31	Payment should be easy to complete/enter - integrate with other payment applications where possible - applepay/googlepay/etc				Please provide details
T-32	Advanced functionality (desirable): in-seat delivery (e.g. scan a QR code on arm of seat, to then place order for delivery)				Please provide details
	Security				

T-33	Do users log in with a user ID and password? Please confirm for both staff and citizen access				Please provide details
T-34	Is a password history maintained to prevent users from recycling passwords?				Please provide details
T-35	Can users be forced to change their passwords periodically? Is the periodocity configurable?				Please provide details
T-36	Can the system prompt for a new password when the current password is nearing expiration?				Please provide details
T-37	Can a password minimum length be configured?				Please provide details
T-38	Can users be locked out after a number of failed login attempts?				Please provide details
T-39	Can idle users be required to log back in?				Please provide details
T-40	Can security be managed at a group level?				Please provide details
T-41	Is there a login audit trail available?				Please provide details
T-42	Apart from the above, Do you also support Single Sign On? If yes, list supported authentication methods?				Please provide details
T-43	Does the application support the HTTPS protocol?				Please provide details
T-44	Is there Form Level validation?				Please provide details
T-45	Is there Format validation?				Please provide details
T-46	Is there Content validation?				Please provide details
T-47	If hosted in the Cloud, does the application/vendor have SIEM?				Please provide details
T-48	If hosted in the Cloud, does the application complete penetration/vulnerability testing?				Please provide details
T-49	If penetration/vulnerability testing has been completed, are the results available to the City?				Please provide details
T-50	Does your solution comply with all Privacy legislation applicable to the data under consideration 1. BC's Personal Information Protection Act, SBC 2003 c. 36 2. Federal Personal Information Protection and Electronic Documents Act, SC 2000 c 5 3. Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 (FIPPA)				Please provide details
	Integration				

T-51	Does the application support Web Services? If yes, what protocols? E.g. JSON/REST, SOAP				Please provide details
T-52	Is all application data available from the above Web Services?				Please provide details
T-53	Is there any access or authorization control of the above Web Services? If yes, describe				Please provide details
T-54	Does the product support extensibility through publicized and documented APIs? If so, what is the upgrade path for client-developed extensions based on these documented APIs?				Please provide details
T-55	If web services integrations are supported, do you have a set of standard plug-ins for popular enterprise applications such as SAP, Service Now, etc?				Please provide details
T-56	Do you support integrations via file transfers? If so please describe the supported file formats such as CSV, XML, etc.				Please provide details
T-57	Do you support export of search results or report data in the following file formats: - XML, HTML, Excel/CSV				Please provide details
T-58	Does the application support batch User Management?				Please provide details
	Data & Reporting				
T-59	Will the City remain the sole owner of all data entered, used, and maintained within the application?				Please provide details
T-60	Do you provide a logical data model for the key business objects in your product?				Please provide details
T-61	Does the application provide out-of-the-box reports? If yes, describe including any leveraged Tools				Please provide details
T-62	Can the City use it's own reporting Tools with the application? If yes, which are supported? Ie SSRS, Power BI, etc.				Please provide details
T-63	Can all of the application data be fully extracted for a client's use in internal reporting software? If yes, describe how? is it real-time or batch, how is data exposed - API, file, etc				Please provide details

T-64	Can vendor provide details of charging station location (and attributes) to the City for displaying on COV sites (vancouver.ca, open data)? If yes, provide details				Please provide details
	Network				
T-65	List network connection protocols/methods for your POI (ie LTE, WIFI). Can vendor provide a secure private wireless network as part of their solution? If so, please provide details.				Please provide details
	Payments				
T-66	Does vendor integrate with its own Payment gateway?				Please provide details
T-67	If integrating with the City's payment gateway, does the vendor integrate with Moneris?				Please provide details

Service Provider Responsibility Matrix

19.   Proponent shall complete and submit the separate excel file, "PS20181527 - Service Provider Responsibility Matrix".
Complete and submit the separate attachment: "PS20181527 - Service Provider Responsibility Matrix".

Implementation Plan

20.   The City's high-level timelines for VCT implementation are as follows:

- Contract execution: March 2019

- Configuration, installation, testing: March – May 2019

- Training: May – June 2019

- Launch / "Go-Live": July 2019

VPB dates will differ

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

Post-Go-Live (operational) Support

21.   In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Post-Go-Live (operational) Support"), describe the post-go-live operational support that the proponent will provide the City under a contract.

City Resources Required

22.   In the space below, list what, if any, City resources will be required to successfully implement the proponent's proposed POS solution.

Proponent's Pricing Assumptions

23.   In the space below, describe what, if any, pricing assumptions the proponent has made in the proponent's Commercial Proposal.

Innovation

24.   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

25.   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.

Supplier Diversity

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

Majority owned/controlled/ by:	Workforce Diversity:	Social / Environmental Certifications
☐ Women	% Women	☐ BCorp
☐ Indigenous Peoples	% Indigenous Peoples	☐ BuySocial
☐ Non-Profit/Charity (Social Enterprise)	% Ethno-cultural People	☐ Supplier Diversity Certification
☐ Coop	% People with Disabilities	
☐ Community Contribution Corporation (3C/CCC)	% LGBTQ+	☐ Fairtrade
☐ Ethno-cultural Persons	% Other: please indicate	☐ Green Business Certification (ie. LEED, ClimateSmart)
☐ People with Disabilities		
☐ LGBTQ+		☐ Other: please indicate
☐ Other: please indicate		

**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).

<u>**Ensure Appendix 3 – Commercial Proposal is provided as a separate file to the entire Proposal.**</u>

PRICING FOR VCT – YEAR 1					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
1	e.g. software			$	$
1	e.g. hardware			$	$
1	e.g. implementation services			$	$
1	e.g. ongoing operational support			$	$
1	Other – please list				
1	Other – please list				
1	Other – please list				

PRICING FOR VCT – YEAR 2					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes

					(A x B = "C")
2	e.g. software			$	$
2	e.g. hardware			$	$
2	e.g. implementation services			$	$
2	e.g. ongoing operational support			$	$
2	Other – please list				
2	Other – please list				
2	Other – please list				

PRICING FOR VCT – YEAR 3					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
3	e.g. software			$	$
3	e.g. hardware			$	$
3	e.g. implementation services			$	$
3	e.g. ongoing operational support			$	$
3	Other – please list				
3	Other – please list				

3	Other – please list				

PRICING FOR VCT – YEAR 4					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
4	e.g. software			$	$
4	e.g. hardware			$	$
4	e.g. implementation services			$	$
4	e.g. ongoing operational support			$	$
4	Other – please list				
4	Other – please list				
4	Other – please list				

PRICING FOR VCT – YEAR 5					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
5	e.g. software			$	$
5	e.g. hardware			$	$

5	e.g. implementation services			$	$
5	e.g. ongoing operational support			$	$
5	Other – please list				
5	Other – please list				
5	Other – please list				

PRICING FOR VCT – OPTIONAL YEARS					
Optional Year(s)	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
6 & 7				$	$
8 & 9				$	$
10				$	$

If the proponent is responding to VPB requirements, pricing should be detailed in the following tables:

PRICING FOR VPB – YEAR 1					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")

1	e.g. software			$	$
1	e.g. hardware			$	$
1	e.g. implementation services			$	$
1	e.g. ongoing operational support			$	$
1	Other – please list				
1	Other – please list				
1	Other – please list				

PRICING FOR VPB – YEAR 2					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
2	e.g. software			$	$
2	e.g. hardware			$	$
2	e.g. implementation services			$	$
2	e.g. ongoing operational support			$	$
2	Other – please list				
2	Other – please list				
2	Other – please				

list					

PRICING FOR VPB – YEAR 3					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
3	e.g. software			$	$
3	e.g. hardware			$	$
3	e.g. implementation services			$	$
3	e.g. ongoing operational support			$	$
3	Other – please list				
3	Other – please list				
3	Other – please list				

PRICING FOR VPB – YEAR 4					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
4	e.g. software			$	$
4	e.g. hardware			$	$
4	e.g.			$	$

	implementation services				
4	e.g. ongoing operational support			$	$
4	Other – please list				
4	Other – please list				
4	Other – please list				

PRICING FOR VPB – YEAR 5					
Year	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
5	e.g. software			$	$
5	e.g. hardware			$	$
5	e.g. implementation services			$	$
5	e.g. ongoing operational support			$	$
5	Other – please list				
5	Other – please list				
5	Other – please list				

PRICING FOR VPB – OPTIONAL YEARS

Optional Year(s)	Cost Component	Description of Cost Component	Quantity Required ("A")	Unit Price, in Canadian currency, excluding taxes ("B")	Extended Price, in Canadian currency, excluding taxes (A x B = "C")
6 & 7				$	$
8 & 9				$	$
10				$	$

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	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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

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.)

The successful proponent is required to carry the following insurance:

- Commercial General Liability: $3 million per occurrence, $3 million aggregate

- Professional Liability: $2 million per claim, $2 million aggregate

- Cyber Liability: $2 million per claim, $2 million aggregate

CITY OF VANCOUVER

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

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

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

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

   BUSINESS TRADE NAME or DOING BUSINESS AS

   BUSINESS ADDRESS

   DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
   INSURER _____   **Insured Values (Replacement Cost) -**
   TYPE OF COVERAGE _____   Building and Tenants' Improvements $ _____
   POLICY NUMBER _____   Contents and Equipment $ _____
   POLICY PERIOD From _____ to _____   Deductible Per Loss $ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
   Including the following extensions: INSURER _____
   √ Personal Injury   POLICY NUMBER _____
   √ Property Damage including Loss of Use   POLICY PERIOD   From _____ to _____
   √ Products and Completed Operations   **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
   √ Cross Liability or Severability of Interest   Per Occurrence $ _____
   √ Employees as Additional Insureds   Aggregate $ _____
   √ Blanket Contractual Liability   All Risk Tenants' Legal Liability $ _____
   √ Non-Owned Auto Liability   Deductible Per Occurrence $ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
   INSURER _____   **Limits of Liability -**
   POLICY NUMBER _____   Combined Single Limit $ _____
   POLICY PERIOD From _____ to _____   *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

Insurance

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
PERSONAL INFORMATION CONSENT FORM(S)

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

PERSONAL INFORMATION CONSENT FORM

RFP

Reference #PS20181527

Title: Provision of a Point of Sale Solution

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 8
SUBCONTRACTORS

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

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

Subcontracted Scope			
Subcontractor			
Contact (name, title, email, telephone no.)			
Approximate Percent of the Work to be Subcontracted			
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.		
The Subcontractor's Relevant Experience (identify at least three similar projects within 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 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 – Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. 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 10
FINANCIAL STATEMENTS

Attached as Appendix 10 to this Form of Proposal the Proponent's financial statements, prepared by an accountant and covering at least the prior two years.

APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

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

APPENDIX 12
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 12 – 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)	

CLOUD SOFTWARE
SERVICES AGREEMENT

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

THIS AGREEMENT (the "**Agreement**") made as of the • day of •, 2018.

BETWEEN:

> **[Insert full corporate name of vendor]**, a corporation validly existing and registered in the Province of • with a registered office address at **[Insert registered office address of vendor]**
>
> ("**Vendor**")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

BACKGROUND:

A.   The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.

B.   Vendor has agreed to deliver the said software and services in accordance with the terms and conditions of this Agreement.

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

1.0 DEFINITIONS AND SCHEDULES

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

(a) "**Applicable Laws**" means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA and PIPA.

(b) "**City**" means the City of Vancouver.

(c) "**Contract Price**" means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.

(d) "**Data Compromise**" means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.

(e) "**Documentation**" means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.

(f) "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.

(g) "**personal information**" has the meaning given to it in FOIPPA and PIPA, as applicable.

(h) "**PIPA**" means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.

(i) "**Services**" means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (RFP) and Schedule F (Vendor's Proposal). For certainty, Vendor will perform all Services for the fixed Contract Price.

(j) "**Software**" means the software, owned and hosted by Vendor, to be provided by Vendor to the City in accordance with the terms of this Agreement.

(k) "**Transmitted Data**" means all metadata, statistical and all other data transmitted to and from the City through the Software via the internet, which data may include, without limitation, personal information.

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

(a) Schedule A – Scope of Work

(b) Schedule B – Privacy Compliance and Data Security

(c) Schedule C - Certificates of Insurance

(d) Schedule D – Contract Price

(e) Schedule E – RFP issued [insert date]

(f) Schedule F - Vendor's Proposal dated •

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

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

2.1 Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.

2.2 Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. the City may access the Software, but has no right to receive a copy of the object code or source code to the Software.

3.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).

3.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time reasonably requested by the City.

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

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

4.0 CONDITIONS OF USE

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

(a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;

(b) sell, rent or lease the Software;

(c) make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);

(d) create any derivative works based upon the Software or Documentation;

(e)   copy any feature, design or graphic in, or reverse engineer, the Software; or

(f)   use the Software in a way that violates any criminal or civil law.

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

5.0   DATA SECURITY AND PRIVACY

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

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

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

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

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

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

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

5.8 If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.

5.9 Vendor must ensure that the data centre and servers containing the Transmitted Data meets the following physical and electronic security requirements:

(a) single point of entry;

(b) main access monitored with additional access for emergency purposes only;

(c) surveillance cameras in physical data centre facility/room;

(d) access validation with identity check;

(e) access only to persons on Vendor approved access list;

(f) log-in validation;

(g) creation of accounts only as verified by Vendor;

(h) access to servers via encrypted means; and

(i) servers running behind secure firewall.

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

(a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

(b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.

(c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.

(d)   Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.

(e)   Vendor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

(f)   Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.

(g)   Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under Applicable Laws, Vendor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies or other entities as required by Applicable Laws or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

5.11   Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.

5.12   In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

6.0   WARRANTIES AND OTHER COVENANTS

6.1   **Software Warranties:** Vendor warrants that:

(a)   the Software and Services will satisfy the requirements of this Agreement; and

(b)   Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

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

(a)   has full right, power and authority to enter into this Agreement and to perform its obligations under it;

(b)   is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;

(c)   is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;

(d)   has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

(e)   is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and

(f)   all other representations and warranties made by Vendor in this Agreement are true and accurate.

6.3   Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all **necessary steps to ensure that City shall not be denied access to the Services for more than [●]** hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within [●] hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable.

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

(a)   modify the Software to conform to the requirements of this Agreement; or

(b)   provide a workaround solution to the City's satisfaction that will meet the City's requirements.

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

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

(a)   obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or

(b)   modify the Software so that it no longer infringes.

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

7.0   TRAINING AND SUPPORT

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

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

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

8.0   TERM OF AGREEMENT

Subject to earlier termination or suspension in accordance with the terms of this Agreement, the term of this Agreement will commence on the date first written above and will expire **[Insert date of expiry]**. Notwithstanding the foregoing, the City may, but is not required to, renew this Agreement on the same terms and conditions for **[●]** additional one year periods by giving Vendor written notice of renewal prior to the expiry of this Agreement. If the City does not give Vendor written notice of renewal, this Agreement will continue to be in effect, following expiry, on a month-to-month basis on the same terms and conditions subject to termination by either party on 30 days prior written notice.

9.0   CONTRACT PRICE

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

10.0   CITY'S RIGHT TO TERMINATE

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

10.2   **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0   VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

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

(a)   all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);

(b)   all work files and derivative copies of the Transmitted Data; and

(c)   all hard copies and electronic copies of reports in Vendor's possession or under its control.

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

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

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

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

12.0 INSURANCE

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

(a) a Professional (Error and Omissions) Liability and Cyber Liability insurance policy each with limits of not less than $2,000,000 per claim (with a sub-limit of not less than $1,000,000 per claim for intellectual property infringement) and an aggregate of not less than $2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services; and

(b) a Commercial General Liability insurance policy with limits of not less than $3,000,000 per occurrence, aggregate of not less than $3,000,000, and a deductible of not more than $5000, protecting the Vendor and the Vendor'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 Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and its officials, officers, employees, servants, and agents as Additional Insureds with respect to liability of the Named Insured pursuant to this Agreement.

12.2 **Required Policy Terms**. All required insurance policies will remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and will:

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

(b) be primary insurance in respect to liability arising out of the operation of the named insured. Any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

(c) contain a requirement that thirty (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies, in whole or in part, will be given by the insurer to the City and the City; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

12.3 **Insurance Certificate**. Prior to signing this Agreement, Vendor will provide the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more Certificates of Insurance in form and substance satisfactory to the City and the City. The Certificates of Insurance will identify the Agreement title, number, policyholder and scope of

work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such Certificates of Insurance (or copies of the policies themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

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

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

13.0   EXCLUSION OF LIABILITY

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

14.0   RELEASE AND INDEMNIFICATION

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

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

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

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

15.0   CONFIDENTIALITY

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

15.2   In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted

Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:

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

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

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

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

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

15.5   Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.

15.6   Vendor shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

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

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

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

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

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

16.0   NO PROMOTION OF RELATIONSHIP

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

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

17.0   UNAVOIDABLE DELAY

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

18.0   NOTICES

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

[Insert name of vendor]

Attention: •
E-Mail: •
Fax: •

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

CITY OF VANCOUVER

Attention: •
E-Mail: •
Fax: •

with a copy to:

City of Vancouver – Legal Services
453 West 12th Avenue

Vancouver, British Columbia   V5Y 1V4

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

19.0   INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

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

20.0   NO SUB-CONTRACTING OR ASSIGNMENT

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

21.0   MISCELLANEOUS

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

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

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

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

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

21.7   **Entire Agreement**. This Agreement and the schedules constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous

communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.

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

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

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

21.11   **Independent Contractor**. This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.

21.12   **Governing Law and Resolution of Disputes**. In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts will have exclusive jurisdiction to determine all disputes arising under this Agreement and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution. This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

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

[INSERT VENDOR'S FULL CORPORATE NAME]

By: _____   _____
Signature   Print Name and Title

By: _____   _____
Signature   Print Name and Title

CITY OF VANCOUVER

By: _____   _____
Signature   Print Name and Title

By: _____   _____
Signature   Print Name and Title

SCHEDULE A

SCOPE OF WORK

Software Functionality

The Software will have the following functionality:

[Insert a description of all software functionality]

      (a)   •;

      (b)   •; and

      (c)   •.

Implementation

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

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

      (a)   •;

      (b)   •; and

      (c)   •.

Training

Vendor will provide the following training:

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

      (a)   •;

      (b)   •; and

      (c)   •.

Support Services

Vendor will provide the following support services:

      (a)   **E-Mail Support:** E-Mail Support shall comprise e-mail access and response.

      (b)   **Direct Support:** Vendor shall provide the following Software support to the City during the term of this Agreement:

          (i)   advice by telephone or e-mail on the use of the Software without any limit on the amount of incident reports as follows:

(1) an emergency contact number and e-mail address available 24/7/365 for serious Software or Service performance issues;

(2) for less serious issues, by phone from Monday to Saturday inclusive from 9:00 a.m. to 5:00 p.m. Pacific Standard Time;

(ii) the dispatch out by email or mail of fix announcements to the Software, information regarding forthcoming new releases and technical newsletters;

(iii) the creation and upload to the Software, from time to time, of patches and fixes in respect of the Software;

(iv) the diagnosis of errors in the Software and the rectification of such errors (remotely or by attendance on site as determined by Vendor) by the issue of fixes in respect of the Software and the making of all consequential amendments (if any) to the Documentation;

(v) any other support service offered to the City from time to time; and

(vi) the issue of new releases of Software.

Service Level Commitments

Service Uptime:

(a) Vendor represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.

(b) Vendor represents and warrants that the Services will be operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%.

(c) If the Services availability falls below 99.99% in any month, Vendor shall provide City with a credit of that month's bill for Services according to the table below.

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

(d) Vendor represents and warrants that ninety-five percent (95%) of all transactions shall process within no more than one (1) second, and no single transactions shall take longer than five (5) seconds to process.

(e) If Vendor's system response times fall below the warranted level for two (2) or more consecutive weeks, Vendor shall provide City with a credit in the amount of twenty percent (20%) of the Services fees for that month. If Vendor's system response times fall below the

warranted level for six (6) out of eight (8) consecutive weeks, Vendor shall be considered to be in default, and City may terminate the Agreement without penalty.

(f) Vendor shall provide City with any credits resulting from all unachieved service levels in the form of a check provided to City no later than the tenth (10th) business day of the month following the month in which the service levels was not achieved.

(g) Vendor shall provide City with monthly reports documenting its compliance with the service levels detailed herein. Reports shall include, but not be limited to, providing the following information:

    a. Monthly Services availability by percent time, dates and minutes that Services were not available, and identification of months in which agreed upon service levels were not achieved;

    b. Average transaction processing time per week, the fastest and slowest individual transaction processing time per week, the percent of transactions processed that meet the service levels stated herein, and identification of weeks in which agreed upon service levels are not met.

    c. Other information requested by the City acting reasonably.

(h) City retains the right to use a third party to validate Vendor's performance in meeting agreed upon service levels.

Vendor Issue Response Time:

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

(a) If City detects what it considers to be an issue in the Services which causes it not to conform to, or produce results in accordance with, the Agreement, then City shall by telephone or e-mail notify Vendor of the issue.

(b) Vendor shall deliver to City and keep current a list of persons and telephone numbers (the "**Calling List**") for City to contact in order to obtain corrections of Services issues. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Vendor does not respond promptly to any request by City for telephone consultative service, City may attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

(c) Vendor shall respond within two (2) hours to City's initial request for assistance in correcting or creating a workaround for a Services issue. Vendor's response shall include assigning fully-qualified technicians to work with City to diagnose and correct or create a workaround for the Services issue and notifying City's representative making the initial request for assistance of Vendor's efforts, plans for resolution of the issue, and estimated time required to resolve the issue.

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

SCHEDULE B

PRIVACY COMPLIANCE AND DATA SECURITY

Capitalized terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0   GENERAL

1.1   **Acknowledgment**: Vendor acknowledges that under this Agreement, it will acquire or have access to "personal information", as such term is defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FOIPPA**"). Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized disclosure or use of such information could result in irreparable and significant harm to the City.

1.2   **Privacy Legislation and Obligations**

(a)   the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired from the City or obtained independently in the course of providing services to the City. Vendor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other applicable laws relating to privacy and personal information including the *Personal Information Protection Act* (British Columbia) ("**PIPA**") in relation to any personal information (as defined in such Act) to which Vendor has access under this Agreement.

(b)   Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all applicable laws relating to privacy and personal information including FOIPPA and PIPA, as well as to comply with the terms of this Agreement.

(c)   Vendor agrees that all personal information, the City information and Transmitted Data to which Vendor has access under this Agreement is "under the control" of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the use, disclosure, access, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City's notice.

(d)   If an access to information request is made to Vendor under applicable laws relating to privacy and personal information, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City's request, provided Vendor is not prohibited by applicable laws from doing so, direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City's expense, deliver to the City copies of all relevant records within seven (7) days of notification by the City and shall comply with all other requests of the City.

(e) In the case of an access to information request made to the City, Vendor, at the City's expense, shall deliver to the City copies of all relevant records within seven (7) days of notification by the City and shall comply with all other requests of the City.

(f) All personal information, the City information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement. No such information shall be disclosed unless Vendor is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.

(g) Vendor shall not sub-contract any obligations to be performed by Vendor under the Agreement to any other party other than as permitted under the Agreement. If the City allows Vendor to engage a sub-contractor, Vendor shall ensure that any sub-contractor complies with all provisions of this document.

(h) Once Vendor possesses or has access to personal information, the City information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents. If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location. Vendor will not store any such information on any other server or equipment without the prior written approval of the City.

(i) Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the personal information, the City information or Transmitted Data in any way.

(j) Vendor shall not withhold any personal information, the City information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

(k) As between the City and Vendor, the personal information, the City information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

(l) In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

1.3   **Authorized Purposes:** Vendor may only use the personal information, the City information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement (including, without limitation, disclosing any of the Transmitted Data to other police departments) will require the prior written consent of the City and must comply with all Applicable Laws.

1.4   **Restricted Access**

(a)   Vendor will permit access to personal information, the City information and Transmitted Data only to those employees who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.

(b)   Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, and to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

1.5   **Security:**   Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information, the City information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

(a)   restricted access to records containing paper copies of personal information, the City information and Transmitted Data;

(b)   restricted access to personal information, the City information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and

(c)   systems containing personal information, the City information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and the City information.

(d)   Vendor must ensure that the data centre and servers containing the personal information, the City information and Transmitted Data meets the following physical and electronic security requirements:

        1.5.d.1   single point of entry;

        1.5.d.2   access only to persons on Vendor approved access list;

        1.5.d.3   log-in validation;

        1.5.d.4   creation of accounts only as verified by Vendor;

        1.5.d.5   external or WIFI access to servers via encrypted means; and

        1.5.d.6   servers running behind secure firewall.

1.6   **No Storage, Access or Transmission outside Canada; Limited Exception:**

(a)   Subject to the exception set out in subsection 1.6(b) below, Vendor will not (i) store personal information, the City information or Transmitted Data outside Canada, (ii) have personal information, the City information or Transmitted Data accessible from outside Canada, (iii) transmit personal information, the City

information or Transmitted Data outside Canada, or (iv) otherwise permit any personal information, the City information or Transmitted Data to leave Canada.

(b) Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:

1.6.b.1 such disclosure is necessary for Vendor to provide the support services as contemplated under the Agreement;

1.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized contractor outside of Canada for the minimum time necessary for the purpose set out in (i);

1.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized contractor is irrevocably and permanently destroyed and deleted and, if requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

1.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

1.6.b.5 Vendor complies with all applicable laws outside Canada regarding Vendor's disclosure and handling of such information; and

1.6.b.6 upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

1.7 **Information Retention, Transfer to the City and Destruction:**

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

1.8 **Inspection and Compliance**

(a) During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information, the City information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information, the City information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.

(b) the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:

1.8.b.1 provide such certificate; or

1.8.b.2 provide a notice of non-compliance in accordance with section 1.9.

(c) Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.

(d) If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.

(e) Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commission (British Columbia) in connection with the personal information and the City information.

1.9 **Written Notice of Non-Compliance.** Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

1.10 **Survival:** The obligations in this document shall survive the expiration or earlier termination of this Agreement.

2.0 **ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**

2.1 Vendor shall, in respect of storage of, and access to, personal information, the City information and Transmitted Data:

(a) take a physical inventory, at least annually, of all records containing such information, to identify any losses;

(b) ensure that records are not removed from storage premises without appropriate written authorization;

(c) use physically secure areas for the storage of records and restrict access to authorized personnel;

(d) ensure that access to documentation about computer systems that contain such information is restricted to authorized personnel;

(e) ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;

(f) implement procedures for identification and authentication, which include:

(i) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;

(ii) ensuring that authentication codes or passwords:

(1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;

(2) are known only to the authorized user of the account;

(3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;

(4) are no fewer than 6 characters in length;

(5) are one-way encrypted;

(6) are excluded from unprotected automatic log-on processes; and

(7) are changed at irregular and frequent intervals at least semi-annually;

(g) maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;

(h) take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;

(i) implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and

(j) implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.

2.2 Vendor must store personal information, the City information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only authorized persons may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).

2.3 Vendor shall store backup copies of personal information, the City information and Transmitted Data off-site under conditions which are the same as or better than originals.

2.4 Vendor shall securely segregate personal information, the City information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:

(a) separate storage facilities for such information;

(b)   authorization before a person is granted access to computers containing such information; and

(c)   entry passwords and the employment of public key encryption/smart card technology where practicable.

2.5   Vendor shall ensure the integrity of personal information, the City information and Transmitted Data stored, processed or transmitted through its system or network.

2.6   Vendor shall co-operate with, and assist in, any the City investigation of a complaint that personal information, the City information or Transmitted Data has been used or disclosed contrary to the terms of this Agreement, FOIPPA or any other applicable privacy or personal information laws.

2.7   As per section 1.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information, the City information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C

INSURANCE CERTIFICATES

SCHEDULE D

CONTRACT PRICE

SCHEDULE E

RFP

Incorporated by reference

SCHEDULE F

VENDOR'S PROPOSAL

Incorporated by reference