



# **REQUEST FOR PROPOSALS**

## **PROVISION OF A ROUTING SOFTWARE SOLUTION**

**RFP No. PS20191526**

**Issue Date: February 7, 2020**

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

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**SUMMARY**

The City is inviting proposals from qualified Proponents who are able to provide a routing solution which includes functionality to generate, optimize and maintain vehicle (and non-vehicle) routes for City operations. The City is seeking a comprehensive turnkey software routing solution with a Proponent that can provide software, installation, configuration, maintenance, support, implementation services, and on-going professional services as required. The City will consider hosted and on-premise solutions.

**PART A – INFORMATION AND INSTRUCTIONS**

**1.0 THE RFP**

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“RFP”): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “**Proponent**”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “**Agreement**”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
  - (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) **PART B - SCOPE OF WORK:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
  - (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.

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

**2.0 KEY DATES**

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 pm on Thursday March 5, 2020
Closing Time	3:00pm on Thursday March 12, 2020

- 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:

Erin Chan  
erin.chan@vancouver.ca

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

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

**4.0 SUBMISSION OF PROPOSALS**

- 4.1 Proponents 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: PS20191526 - Provision of a Routing Solution - Vendor name.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Appendix 3 (pricing tab) in Excel format, and;
  - Any other attachments if necessary

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- Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto: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](mailto:Purchasing@vancouver.ca).
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are 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 5-year period, with 4 possible 1-year extensions, for a maximum total term of 9 years.
- 7.0 PRICING**

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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:

Evaluation Criteria	Evaluation Weighting
Technical	70%
Financial	30%
Total	100%

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

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

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

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

8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or

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

**9.0 CITY POLICIES**

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

9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf>. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

**10.0 LIVING WAGE EMPLOYER – Not Applicable**

**11.0 CERTAIN APPLICABLE LEGISLATION**

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

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

**12.0 LEGAL TERMS AND CONDITIONS**

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

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

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PART B - CITY REQUIREMENTS

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## PART B – SCOPE OF WORK

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

### 1.0 GENERAL

The City seeks the acquisition of a routing software solution which includes functionality to generate, optimize and maintain vehicle (and non-vehicle) routes for City operations. The solution is anticipated to include software, installation, configuration, maintenance, support, implementation services and on-going professional services as required to implement and maintain a City route management solution.

The routing solution is expected to be a comprehensive solution that is based on proven software and technical components. The overall architecture, configuration, implementation, as well as post implementation warranty and support will be provided by the Proponent, who may lead a team of sub-contractors each contributing their respective component/expertise.

The City desires a turn-key solution that will enable the following:

1. Business users to:
  - a) Dispatch vehicles to incident locations or routes;
  - b) Improve operational deployment of vehicle fleet and work crews;
  - c) Optimize the delivery of their services by using the information collected from vehicle movements (for example: vehicle route optimization, estimation of travel times); and
  - d) Report key information to management, drivers and customer service staff (for example: fleet utilization, greenhouse gas emissions, event response prioritization).
2. Allow for integrated routing, navigation, and mobile work force management. The system must enable the following information to be relayed to a driver:
  - a) Map
  - b) Driving Instructions
  - c) Any Special Instructions that would be relevant to the work to be accomplished
3. The proposed solution must have the capabilities to:
  - a) Generate routes for a variety of business types - including:
    - **Dynamic Routes** - build routes based on current conditions
    - **Real-Type Routes** - build routes that are consistently updating and re-optimizing based on current conditions
    - **Static Routes** - build routes based on static data values (historic or forecasted data) to generate a route
  - b) Incorporate business specific constraints and business rules in the generation of the route output;
  - c) Offer “Right-Fit” solutions to individual vehicles to meet business needs, rather than a “one-size fits all” solution across the entire fleet;
  - d) Scenario development tracking to allow comparison of existing and future scenarios;

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- e) Data exchange, including (but not limited to) data integration with Oracle / SQL databases, and/or ArcGIS; and
  - f) Change tracking and historical version control and access.
4. Integrate with a variety of web-based applications to meet corporate operational business needs (For example: Hansen Customer Service Request, and/or Work Orders); including the import/export of information between systems;
  5. Remain technologically relevant and scalable and extensible to accommodate downstream vehicle mobility technology initiatives that will occur within the various City Business Units;
  6. Ensure business engagement, offer ongoing training opportunities (on multiple platforms), and optional professional services consultation.

## **2.0 BUSINESS OVERVIEW**

**Engineering Services: Street Division** - The Streets Division includes the following branches:

- **Street Design:** responsible for the design of streets, curbs and sidewalks needs of the City infrastructure. Street & Electrical Design fleet consists of 8 vehicles (passenger cars and vans) that are used for a variety of purposes.
- **Traffic and Electrical Operations and Design:** responsible for ongoing design, construction and maintenance of all street related electrical infrastructure (for example: street lights, traffic intersections) required for city traffic management needs.
- **Street Operations:** responsible for ongoing construction and maintenance of all street, curb, sidewalk, boulevard, and traffic management infrastructure. Streets Operations is also responsible for the management of snow and ice removal during the winter months - which is termed "Snow & Ice weather response". As a result, they have a varying array of 207 vehicles and equipment (passenger vehicles, articulated tractor, dump trucks, pickup trucks, boom trucks).

Street Operations is responsible for the ongoing maintenance across the public thoroughfares within the City, which includes the following typical work functions:

- Street Construction
- Pothole and Sidewalk repair
- Storm Response (including Snow and Ice control) in collaboration with other City departments
- **Parking Operations and Enforcement:** responsible for enforcing parking bylaws, collecting coin fares from parking meters and updating parking signage throughout the City. The Parking Operation and Enforcement fleet consists of 47 passenger style vehicles - some with specific alarm requirements for bylaw enforcement (lone workers) as well as coin collection vehicles.

The Streets Division has identified Street Operations as the initial focus and primary stakeholder in the development of driving routes for planned and unplanned work.

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**Example of Street Operations Expectations for a Routing System**

Street Operations is responsible for managing the City's response to snow and ice events<sup>1</sup>.

Following is an example of a typical snow event (Feb 8 2019 - Feb 11 2019) where the daily average temperature dropped below 0°C and the City was blanketed with snow for multiple days<sup>2</sup>. During these types of snow events - Street Operations focuses on keeping arterial streets and key transportation hubs accessible - by splitting the City into 14 routes, which are dispatched to multiple vehicles to ensure public safety during these types of snow events. During these types of events, operations managers are supervising the planned service delivery of snow & ice removal along the 14 planned routes as well as addressing requests for service generated by the public (in the form of 3-1-1 Snow related calls).

The Street Operations Snow & Ice Response fleet consists of 64 vehicles

- 2 ATV
- 4 Mini Articulated Tractors
- 58 Dump Trucks

The following table and associated map summarizes the time period used within this example - where the weather and City response are summarized.

Table: Summary of Snow Event (Feb 9 - Feb 11 2019)

	08 Feb 2019	09 Feb 2019	10 Feb 2019	11 Feb 2019
Avg Temp (°C)	2.5	5.2	0.4	1.7
24hr Snow (cm)	0.2	-	10	5.6
# of Vehicles in Use	2	39	53	56
Avg Distance Traveled (km)	10	57	93	144
Total Distance Travelled (km)	20	2,221	4,952	8,050
Avg Driving Duration (hours)	1	3.4	6.5	9.4
Total Driving Duration (hours)	2	133	343	524
# of 311 (Snow related calls)	2	43	141	240

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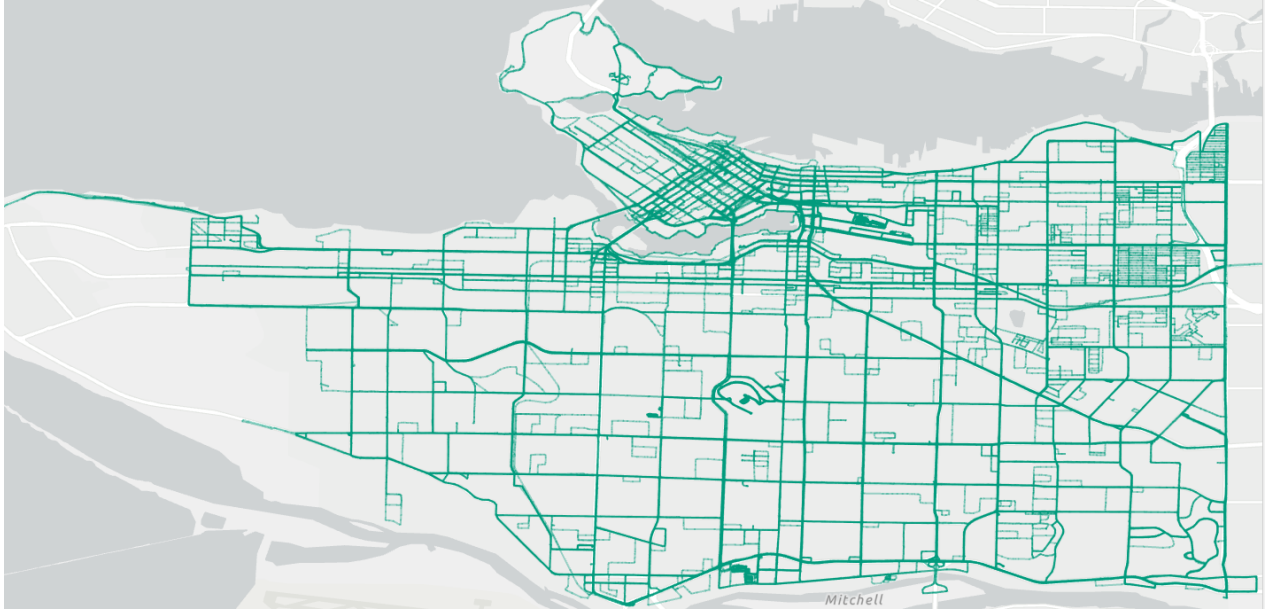
<sup>1</sup> Information relating to City Snow and Ice Removal can be found at [vancouver.ca/snow](https://vancouver.ca/snow)

<sup>2</sup> Reference: <https://www.vancouverisawesome.com/2019/02/12/vancouver-weather-triple-snowfall-february/>

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Map: Snow related vehicle travel for Snow Event (Feb 9 - Feb 11 2019)



The anticipated routing software is expected to assist with the following:

- **Planned Work Routing:** Optimizing the planned driving routes - to ensure optimal service delivery across the city
- **Unplanned Work:** Grouping and Ordering of 311 (from Hansen Service Requests) Snow related calls into manageable assignments for crews responding to ad-hoc work during a snow event.
- **Display of Route Information to drivers:** Display of planned route details and/or unplanned work locations to the driver via a mobile tablet application<sup>3</sup> - information to drivers includes the following:
  - o Map Display
  - o Driving and Turn Directions
- **Association with other Enterprise Systems:** to update and enable supervisors the capability to deploy resources appropriately - City systems will need to be updated with certain aspects of route & work deployment.

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<sup>3</sup> See Related Systems for further details

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**Engineering Services: Waste Management & Resource Recovery Division.**

The Zero Waste and Resource Recovery division is responsible for long-term planning and delivery of the City's solid waste collection, diversion, transfer and disposal services. City staff provide all single-family and duplex homes in Vancouver with collection of compostable organics and garbage. Multi-family and commercial establishments are required to divert compostable organics and recycling materials; their collection services are provided primarily by the private sector.

The City also owns and operates the Vancouver South Transfer Station on West Kent Avenue North, a Zero Waste Centre on Yukon Street, and the Vancouver Landfill and Recycling Centre located in Delta. These facilities are considered part of the regional solid waste system, and they receive residential and commercial waste and recycling materials from the City and other communities in Metro Vancouver.

**Key services delivered:**

- **Zero waste** – Creating policy, plans and programs supporting the City's goal of maximizing waste reduction and diversion, including working closely with Metro Vancouver on long-range planning for effective solid waste management in the region.
- **Collections** – Providing compostable organics and garbage collection services primarily to residential properties throughout the City.
- **Facilities** – Operating and managing the Vancouver South Transfer Station, Zero Waste Centre and the Vancouver Landfill, including the recycling centre and environmental management systems.
- **Street Cleaning** – Sanitation Operations focuses on public realm cleanliness and provides street sweeping services and cleaning the streets of litter and illegally dumped materials, such as electronic waste and large household items. Sanitation Operations collects litter from receptacles on streets and in parks, and provides street cleaning and litter collection services on City streets after public events, such as the Celebration of Light.

The Waste Management & Resource Recovery division is comprised of the following branches:

- **Solid Waste Strategic Services:** responsible for the long term strategic focus of the City objective of waste management and resource recovery; this includes the Zero Waste 2040 vision<sup>4</sup>.
- **Sanitation Operations:** responsible for curbside collection of garbage, green waste, recyclables and street cleaning process (street sweeping, and street cleaning after events and incidents). Sanitation Services fleet consists of 120 vehicles (passenger cars, Street

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<sup>4</sup> <https://vancouver.ca/green-vancouver/zero-waste-vancouver.aspx>

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Sweepers, trucks, automated side loader refuse trucks) that range between routed collections and requests for service.

- **Solid Waste Program Management:** responsible for developing, implementing and managing waste management strategies and reporting on operational processes to various regulatory bodies. Solid Waste Management uses 3 light duty vehicles.
- **Transfer and Landfill Operations:** responsible for the Operations of both the Vancouver South Transfer Station (VSTS) as well as the Vancouver Landfill (VLF); including the transportation of residential garbage and green waste from VSTS to a number of local waste transfer facilities. The Transfer and Landfill Operations fleet consists of 40 vehicles varying between heavy equipment (Compactor, Loader) to Tractor Trailers.

The Waste Management & Resource Recovery Division has identified Sanitation Operations as the initial focus and primary stakeholder in the development of driving routes for planned and unplanned work - focusing on Residential Collection and Street Cleaning (which includes street sweeping and street-side litter collection).

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***Example of Sanitation Operations Expectations for a Routing System***

Sanitation Operations is responsible for managing the city's residential garbage and green waste collection<sup>5</sup>. An example of a typical two week collection cycle (October 21 2019 - November 1 2019) where Sanitation Operations delivered collection services across the city in terms of Garbage and Green Waste collections. The City is separated into 5 (colour identified) which are of suitable size to complete collection within a shift - using a combination of trucks outfitted with automated cart tip arms (and a small number of manually collected trucks).

City citizens have a choice of the size and quantity of carts for each material type depending on the individual requirements of the location (every household must have at least of one (1) of each Garbage and Green Waste cart).

Material Type	Residential Collection Frequency	Cart Size Options				
		75L (30kg)	120L (50kg)	180L (75kg)	240L (100kg)	360L (150kg)
Garbage	Bi-Weekly	X	X	X	X	X
Green Waste	Weekly		X	X	X	X

Daily average vehicle use statistics for residential collection are included in the following table, sourced from GPS vehicle telematics (for October 21 2019 to November 1 2019)<sup>6</sup>.

Average Daily		Garbage	Green Waste
<b>Based on Billed Service</b>	# of Vehicles	11	18
	# Stop Locations	8,847	17,399
	# Carts	9,482.4	17,826.4
	Cart Volume within the Zone (L)	2,012,011.5	3,889,308.0
<b>Actuals from ERP</b>	Total Material Collected (kg)	53,010.5	113,635.0
	Avg Distance / Vehicle (km)	53.1	57.3
	Total Distance Travelled (km)	562.8	975.2
<b>Based on GIS Zone Boundary</b>	Collection Zone Area (km <sup>2</sup> )	106	211

Please refer to Table 1 Collections Summary Metrics for Oct 21 to Nov 1 2019.

<sup>5</sup> <https://vancouver.ca/home-property-development/waste-disposal-and-recycling.aspx>

<sup>6</sup> Daily totals for the time period can be found in Table 1 Collections Summary Metrics for Oct 21 to Nov 1 2019

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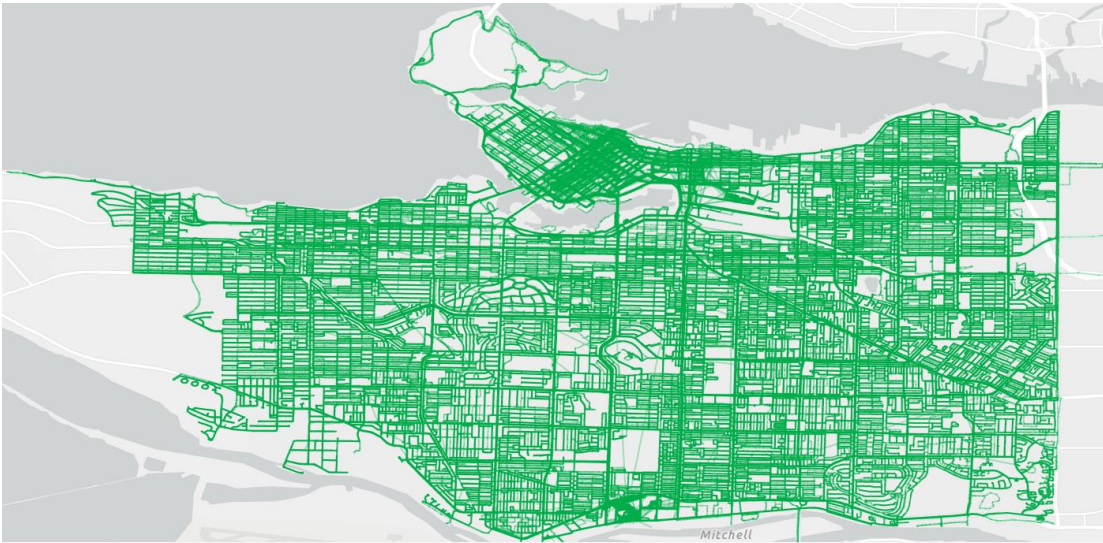
**Table 1 - Collections Summary Metrics for October 21 to November 1, 2019**

Material Type	Detail	DATE										Total
		21-Oct	22-Oct	23-Oct	24-Oct	25-Oct	28-Oct	29-Oct	30-Oct	31-Oct	1-Nov	
Garbage	# of Vehicles	11	11	10	10	11	11	11	11	10	10	10.6
	# Stop Locations	9,119	6,657	8,286	7,690	8,064	8,016	9,919	10,627	9,901	10,190	88,469
	Total # Carts	9,710	7,831	8,924	8,214	8,489	8,513	10,739	11,349	10,425	10,630	94,824
	Total Cart Volume (L)	2,095,215	1,616,805	1,875,870	1,691,205	1,879,695	1,806,480	2,250,600	2,540,790	2,163,195	2,200,260	20,120,115
	Total Material Collected (kg)	51,218	43,045	50,286	55,727	69,250	40,195	52,518	73,114	58,714	36,036	530,105
	Avg Distance / Vehicle (km)	55.7	56.8	47.4	67.1	53.9	65.5	43.1	37.8	59.4	44.7	53.3
	Total Distance (km)	613	625	474	671	593	720	474	416	594	447	5,628
	Collection Zone Area (km <sup>2</sup> )	90	94	83	136	103	139	108	86	145	73	106
	# 311 Requests	18	52	55	45	53	47	57	52	51	52	482
Green Bin	# of Vehicles	18	18	18	16	18	22	17	19	15	17	17.8
	# Stop Locations	17,049	16,309	18,744	17,456	17,437	17,049	16,309	18,744	17,456	17,437	173,990
	# Carts	17,571	16,933	18,979	17,736	17,913	17,571	16,933	18,979	17,736	17,913	178,264
	Total Cart Volume (L)	4,379,340	4,061,040	3,864,900	3,622,020	3,519,240	4,379,340	4,061,040	3,864,900	3,622,020	3,519,240	38,893,080
	Total Material Collected (kg)	106,073	98,918	107,595	98,423	123,841	171,968	130,877	126,000	84,082	88,573	1,136,350
	Avg Distance / Vehicle (km)	63.7	49.8	41.4	67.1	50.6	78.0	51.9	52.2	66.0	52.5	57.3
	Total Distance (km)	1,146	896	745	1,074	911	1,326	883	887	990	893	9,752
	Collection Zone Area (km <sup>2</sup> )	229	202	168	282	175	229	202	168	282	175	211
	# 311 Requests	16	43	40	23	46	127	114	156	89	72	727

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Map: Sample two week residential Garbage and Green Waste Cycle of vehicle travel



The anticipated routing software is expected to assist with the following:

- **Zone boundary planning:** Identifying opportunities to re-distribute zone boundaries for collection
- **Planned Work Routing:** Optimizing the planned driving routes – to ensure optimal service delivery across the city
- **Unplanned Work:** Grouping and Ordering of the large volume of 311 (from Hansen Service Requests) Sanitation Collections related calls into manageable assignments for crews responding to ad-hoc work during a work shift.
- **Display of Route Information to drivers:** Display of planned route details and/or unplanned work locations to the driver via a mobile tablet application<sup>7</sup> - information to drivers includes the following:
  - Map Display
  - Driving and Turn Directions
- **Association with other Enterprise Systems:** to update and enable supervisors the capability to deploy resources appropriately – City systems will need to be updated with certain aspects of route & work deployment.
- **“What If” Scenario planning:** Allowing the business to estimate the impact to work relating to possible business changes. For example:
  - Vehicle size & Equipment changes
  - Increased density of local areas
  - Shift changes

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<sup>7</sup> See Related Systems for further details

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### 3.0 RELATED SYSTEMS

#### Enterprise Database Applications

- SQL Server (version 2016)

#### Geospatial Information Management System (GIS)<sup>8</sup>

- ArcGIS Pro version 2.1.2 [preferred mapping tool]
- ArcMap

#### Global Positioning System

- GPS Solution Provider: The City uses Geotab GPS and Telematics data to manage the City's Non-Emergency Fleet - for further details on the GPS program - please refer to the following document<sup>9</sup>

#### Customer Request Management & Asset Management System

- Infor Hansen version 8.4.0.1806<sup>10</sup>
- **Physical Asset Management System:** City wide asset details are stored as records within Hansen - where the asset accounting and records of work completed against assets are accessible from a single location. Related geospatial asset locational details are accessible from ArcGIS software.
- **Work Management (Work Orders):** Capital and Maintenance work relating to City wide assets (for Streets) is managed via Hansen Work Order Management
- **Service Request Management (CRM):** All Sanitation Operations work is managed via CRM - Service Requests (as the details relating to the work are not associated with capital assets and are generally transactional in nature). This data will be the base for un-planned event dispatch routing.

#### Custom Built Applications

- **Automated Cart Collection Management Application (ACCMA)** [expected to be replaced 2020-2021]: ACCMA is a client server application with direct connection with GIS geospatial locations - the cart location and allocation (quantity and capacity of cart types) associated with City service locations for Sanitation Operations Residential Collection. This data will be the base for residential collection routings.
- **ENGIS Beats Manager** [expected to be replaced by the result of this RFP]: A web-based application that allows Sanitation staff to classify sanitation zones and beat associations to City block outlines.
- **VanDrive:** An Android tablet (driver display) mobile application which combines real-time Vehicle Telematics information (from Geotab), GIS feature class information, Hansen Service Request details and business rules to enable City Sanitation Collection

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<sup>8</sup> Please refer to GIS Datasets - which are anticipated to be used as reference data

<sup>9</sup> <https://bids.vancouver.ca/bidopp/RFP/RFP-PS20150797.htm>

<sup>10</sup> Upgrading to Infor IPS Version 11.1 in Q2 2020

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drivers insight into the progress of their route as well as the progress of team-mate service delivery.<sup>11</sup>

#### 4.0 GIS DATA CURRENT STATE

The City stores a large amount of internally developed datasets which are anticipated to influence the routes generated within the system - below is a table of the data that is currently available to the public from the Open Data portal. The attributes within these datasets are limited for public access - and further attributes are available within the City firewall.

Data Set	Open Data Link
Bikeways	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/bikeways">https://opendata.vancouver.ca/api/v2/catalog/datasets/bikeways</a>
City Block - 100 Block Numbers	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/block-numbers">https://opendata.vancouver.ca/api/v2/catalog/datasets/block-numbers</a>
City Block - Outlines	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/block-outlines">https://opendata.vancouver.ca/api/v2/catalog/datasets/block-outlines</a>
City of Vancouver Boundary	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/city-boundary">https://opendata.vancouver.ca/api/v2/catalog/datasets/city-boundary</a>
City Owned Properties	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/city-owned-properties">https://opendata.vancouver.ca/api/v2/catalog/datasets/city-owned-properties</a>
Construction - Current Projects	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/road-ahead-projects-under-construction">https://opendata.vancouver.ca/api/v2/catalog/datasets/road-ahead-projects-under-construction</a>
Construction - Current Road Closure	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/road-ahead-current-road-closures">https://opendata.vancouver.ca/api/v2/catalog/datasets/road-ahead-current-road-closures</a>
Construction - Upcoming Projects	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/road-ahead-upcoming-projects">https://opendata.vancouver.ca/api/v2/catalog/datasets/road-ahead-upcoming-projects</a>
Facilities - Community Centres	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/community-centres">https://opendata.vancouver.ca/api/v2/catalog/datasets/community-centres</a>
Facilities - Fire Hall	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/fire-halls">https://opendata.vancouver.ca/api/v2/catalog/datasets/fire-halls</a>
Facilities - Libraries	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/libraries">https://opendata.vancouver.ca/api/v2/catalog/datasets/libraries</a>
Facilities - Parks	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-facilities">https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-facilities</a>
Facilities - Parks Washrooms	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-washrooms">https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-washrooms</a>

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<sup>11</sup>[https://marketplace.geotab.com/img/solution\\_resources/ce42537d-aafd-43ec-8973-f4fd1b654d89.png](https://marketplace.geotab.com/img/solution_resources/ce42537d-aafd-43ec-8973-f4fd1b654d89.png)

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<b>Greenway Areas</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/greenways">https://opendata.vancouver.ca/api/v2/catalog/datasets/greenways</a>
<b>Parking Meters</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/parking-meters">https://opendata.vancouver.ca/api/v2/catalog/datasets/parking-meters</a>
<b>Parks</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/parks">https://opendata.vancouver.ca/api/v2/catalog/datasets/parks</a>
<b>Parks - Polygon</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-polygon-representation">https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-polygon-representation</a>
<b>Parks - Special Features</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-special-features">https://opendata.vancouver.ca/api/v2/catalog/datasets/parks-special-features</a>
<b>Property - Addresses</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/property-addresses">https://opendata.vancouver.ca/api/v2/catalog/datasets/property-addresses</a>
<b>Routes - Snow-Removal Routes</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/snow-removal-routes">https://opendata.vancouver.ca/api/v2/catalog/datasets/snow-removal-routes</a>
<b>Sanitation Collection Zones - Multi-Unit Collection</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/garbage-collection-schedule-zones-for-multi-unit-residential-buildings">https://opendata.vancouver.ca/api/v2/catalog/datasets/garbage-collection-schedule-zones-for-multi-unit-residential-buildings</a>
<b>Sanitation Collection Zones - Residential Collection</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/garbage-collection-schedule-zones-for-single-family-homes-and-duplexes">https://opendata.vancouver.ca/api/v2/catalog/datasets/garbage-collection-schedule-zones-for-single-family-homes-and-duplexes</a>
<b>Schools</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/schools">https://opendata.vancouver.ca/api/v2/catalog/datasets/schools</a>
<b>Street - Intersections</b>	<a href="https://opendata.vancouver.ca/explore/dataset/street-intersections/information/">https://opendata.vancouver.ca/explore/dataset/street-intersections/information/</a>
<b>Street - Furniture</b>	<internal access only>
<b>Street - Lanes</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/lanes">https://opendata.vancouver.ca/api/v2/catalog/datasets/lanes</a>
<b>Street - Non-City Street</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/non-city-streets">https://opendata.vancouver.ca/api/v2/catalog/datasets/non-city-streets</a>
<b>Street - One-Way Street</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/one-way-streets">https://opendata.vancouver.ca/api/v2/catalog/datasets/one-way-streets</a>
<b>Street - Public Street</b>	<a href="https://opendata.vancouver.ca/explore/dataset/public-streets/information/">https://opendata.vancouver.ca/explore/dataset/public-streets/information/</a>
<b>Street - Public Street</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/public-streets">https://opendata.vancouver.ca/api/v2/catalog/datasets/public-streets</a>
<b>Street - Right-Of-Way Widths</b>	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/right-of-way-widths">https://opendata.vancouver.ca/api/v2/catalog/datasets/right-of-way-widths</a>
<b>Street - Traffic Calming Device</b>	<internal access only>

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Street - Traffic Signals	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/traffic-signals">https://opendata.vancouver.ca/api/v2/catalog/datasets/traffic-signals</a>
Street - Truck Routes	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/truck-routes">https://opendata.vancouver.ca/api/v2/catalog/datasets/truck-routes</a>
Vegetation	<a href="https://opendata.vancouver.ca/api/v2/catalog/datasets/street-trees">https://opendata.vancouver.ca/api/v2/catalog/datasets/street-trees</a>

For information about these datasets or the Open Data portal, go to: <https://opendata.vancouver.ca/pages/home/>. Note: to search for a listed data set (to find additional context or for additional formats), use the search-term shown within the link. For example, for 'Vegetation', search on 'street-trees' (with or without the dash).

## 5.0 ROUTING OVERVIEW

Routes should be considered as multi-modal - which may include any of the following modes:

- Walking (8%)
- Bicycle (2%)
- Vehicle (90%)

The associated percentage is the estimate of routes expected to be associated with the mode of transport. As indicated by the mode percentages - the vast majority of routes expected from the system are comprised of Vehicle Routing Problems. The **Vehicle Routing Problem** ("VRP") involves the design of optimal routes from a depot to a set of destinations each with business-specific constraints, such as vehicle limitations, cost controls, time windows, resource limitations concerning the loading process at the depot, etc.

Routing outputs expected from the proposed solution will vary between user groups - the vast majority of routes can be categorized within the following VRP types:

- **Traveling salesman problem** ("TSP"), which originated in the early 19<sup>th</sup> century and became widespread in the days when salesmen travelled door-to-door. In this case, the routing problem was limited to the number of points (and order) that could be addressed by a salesman within a single route trip.
- **Vehicle Capacity Routing Problem** ("VCRP"), since each vehicle has a maximum load capacity (either: count, volume, and/or weight), the equipment constraints must be incorporated into the route parameters. The challenge is to generate efficient routes without exceeding the vehicle's capacity.  
Additional complications include:
  - Depots
    - Origin / Destination
    - Distance of Depot when vehicle is at 95% capacity
  - Parameters
    - Equipment (volume / weight)
    - Vehicle types
    - Vehicle Power (for alternative power sources - CNG, EV)
- **Vehicle Routing Problem with Time Windows** ("VRPTW") - Due to operational constraints - for example Garbage Collection Day - limitations on delivery/pick-up

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time, the timeframe of the vehicle route now add a constraint on the route timeframe. Further, for certain operational functions such as snow and ice control - routes must be completed over a certain timeframe frequency - for example, the same portion of an arterial route must be covered every 3 hours. Another example of this time window constraint for street sweeping - where parking restrictions are in effect.

## **6.0 EXPECTATIONS OF THE ROUTING SOLUTION**

Traditionally departments used a combination of methods to generate service delivery areas and vehicle routes.

The most common method was to use:

1. Build a base Route Map using
  - Expert driver knowledge (obtained over years of service delivery)
  - Business Supervisors input/requirements, and
  - a Mapper
2. This route map would be driven a number of times by senior staff to identify any deficiencies / edits.
3. The route map would be saved and used for a number of years, until a change was identified or required.

With recent technology advancements including the proliferation of personal driving direction use; as well as, big data, cloud computing and distributed server load balancing - the algorithms required to generate optimal routes are now considered more accessible to employing advanced routing and optimization tools.

The following table identifies the anticipated capabilities of the routing solution - detailed functional and technical requirements are outlined in **PS20191526 - Annex 1 - Detailed Requirements**. Proponents must complete and return Annex 1 with their Proposal submission.

Table: Routing Solution Expected Capabilities

Capability	Description
Territory Planning	Enable business users to identify potential territory changes (to legacy areas) by generating routes that incorporate: <ul style="list-style-type: none"><li>• Area/Zone delimitations</li><li>• Geospatial Features</li><li>• Map visualization to asset-level</li><li>• “What-if” scenario analysis</li></ul>
Vehicle Routing	Enable business users to generate drivable vehicle routed for the following route types: <ul style="list-style-type: none"><li>• Static routing (Planned Work)</li><li>• Dynamic routing (Unplanned events)</li><li>• Real-time routing</li></ul>

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Capability	Description
Planning	Enable business users to incorporate business rules and constraints when generating routes, including: <ul style="list-style-type: none"><li>• Assignment of assets</li><li>• Usage of real time traffic and weather data</li><li>• Service Level for the Work (Service Schedule)</li></ul>
Integration with associated applications	Enable route details to be accessed by related applications, including: <ul style="list-style-type: none"><li>• Integrated route data with corporate systems (including dispatch, asset management)</li><li>• Two-way information between driver/dispatch</li><li>• Updates to drivers</li><li>• Integration capabilities to display route information to mobile apps</li></ul>
Optimization Modeling (routing)	Allows business users to identify <ul style="list-style-type: none"><li>• the constraints and key elements to include within optimization matrix algorithms</li><li>• evaluate constraint options to determine an ideal outcome based on business priorities</li></ul>
Turn-by-Turn Navigation	Allows the continuous representation of directions in spoken or visual instructions forms for a selected route.
Business Intelligence (BI) & Data Analytics	Applications, infrastructure, tools, and best practices that enable access to route details. Analytics and reporting of information in order to optimize and communicate performance and facilitate decision making.

## 7.0 ANTICIPATED VISION

The two high level process flows included represent a sample of the anticipated process flows to generate vehicle routes within the proposed system.

### 7.1 Routing Based on Service Requests

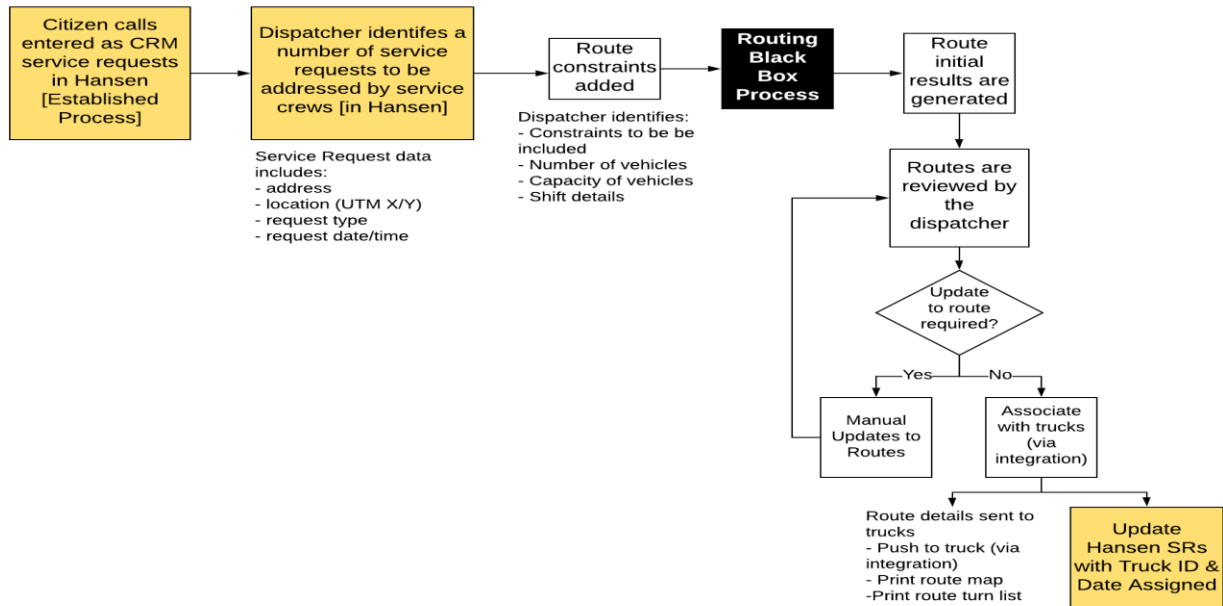
**Input:** The route is generated from service request locations along with business constraints

**Integration:** Hansen Service Request, Driver Display

**Output:** Ordered list of location (per truck assignment), map of route and information required to address the service request.

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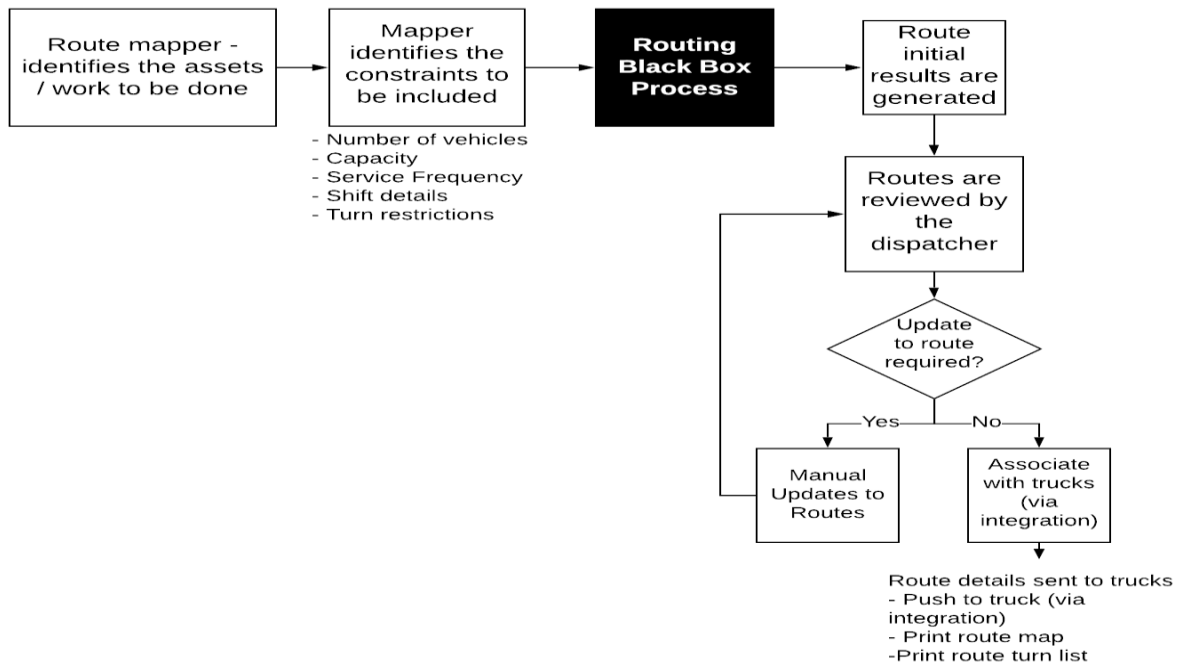


## 7.2 Planned Work

**Input:** The route is generated from service request locations along with business constraints

**Integration:** Asset Information (GIS / Excel), Associated Route/Zone constraint details

**Output:** Route details available for deployment (via printed documents /driver display)



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**8.0 IMPLEMENTATION AND TRAINING**

**8.1 Implementation Details**

The City requires Proponents to provide a solution compatible with MS Windows 10 (32 bit and 64 bit versions) that meets or exceeds the requirements described in the RFP, and shall be inclusive of:

1. Software and installation services (including integration, data transfer)
2. Configuration assistance as required
3. Implementation Plan (deliverables, resources, timelines)

**8.2 Key Resources**

1. Resource allocation (for Proponent and the City):
  - a. the City expects to provide:
    - i. Project Business & Technical Working Group: made up of the key stakeholders for the successful implementation of the project.
    - ii. Project Management: the City may assign a dedicated Project Manager to serve as a single point of contact to the Proponent. The City's Project Manager's duties include, at a minimum:
      1. Coordination of project plan development;
      2. Schedule coordination;
      3. Management of the City's project team;
      4. Monitoring and facilitating approval of deliverables; and,
      5. Authorizing payment of invoices pending approval of deliverables;
    - iii. City Project Resources: relevant resources (e.g., Senior GIS Expert, IT technical support, etc.) to support the implementation of the Proponent's solution on City systems.
    - iv. Coordination of all project meetings between the Proponent and appropriate City functional and IT technical team members.
    - v. City Project Related Datasets: the City will provide required data to ensure the solution can import data, demonstrate that models required can be built, deliver results, be usability/suitability tested, and solution acceptance can be assessed.
    - vi. Network-related troubleshooting with respect to the routing solution, with assistance (as necessary and requested by the City) from the Proponent.
    - vii. City Routing Solution Acceptance: the City will participate in the testing process by providing input into the development of testing success criteria, and by auditing the test results provided by the Proponent. The Proponent has full responsibility for meeting the success criteria. The City will also undertake its own evaluation and assessment independent of the Proponent.

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- viii. Change Request Approval: the City's Project Manager will obtain City approvals on any change requests which may impact the scope, cost, or project timeline.

If applicable, the Proponent may propose changes to the above: the Proponent should detail any other required City resources.

b. the Proponent should provide:

- i. Software Functionality - refer to 6.0 EXPECTATIONS OF THE ROUTING SOLUTION - Proponent must complete and submit, PS20191526 - Annex 1 - Detailed Requirements as a separate attachment in Excel format
- ii. Installation, and implementation Services to meet the City's project objectives and timelines
- iii. Any and all required configuration or customization work to complete system implementation
- iv. Training Plan
- v. Maintenance & Support Services - refer to RFP Part D - Form of Agreement, Schedule A - Scope of Work
- vi. Service Level Commitments (Service Uptime, Vendor Issue Response Time) - refer to RFP Part D - Form of Agreement, Schedule A - Scope of Work
- vii. Privacy Compliance and Data Security - refer to RFP Part D - Form of Agreement, Schedule B - Privacy Compliance and Data Security
- viii. Required Insurance coverage - refer to RFP Part D - Form of Agreement, Section 12.0 - Insurance
- ix. Prime Contractor services
- x. Project Management services: the Proponent's Project Manager shall be the single point-of-contact for the City's Project Manager, and shall participate in meetings as required by the City.
- xi. Project updates, project delivery status, issues updates, issues resolution tracking & reporting, % uptime reports, planned & unplanned downtime reports, and all other reports requested by the City
- xii. A fixed Contract Price for all the goods and services offered as described in the Proposal, and which shall be delivered under a contract with the City - refer to separate attachment, PS20191526 - Appendix 3 - Commercial Proposal.
- xiii. On-going professional services as required on an as if and when needed basis post-implementation for customizations, modifications, upgrades, etc.

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**8.3 Documentation Details**

- 1) The Proponent shall provide all relevant documentation, reports and logs - in electronic format:
  - a) Setup and Support Details
  - b) General Operations
  - c) Administration
  - d) Configuration
  - e) Installation
  - f) Reporting
  - g) Troubleshooting (tips & tricks)
  - h) Support Details (i.e. Support Team/Help Desk/Call Centre/Escalation Chart)
  - i) Training documentation
  - j) End User Manual
  - k) Online help
  - l) Schematics and Service Manuals
  - m) Solution documentation
- 2) Software license, support and warranty meeting the City's data and security requirements

**9.0 VALUE ADDED SERVICES**

Proponents are encouraged to provide descriptions of any additional value-added services that are not already referenced by requirements and/or specifications included within this RFP. Any value-added services should be presented as optional components with any additional costs for these services indicated in the Financial Proposal Pricing / Cost Tables. This subsection of the Technical Response section shall provide a comprehensive and written description of the Proponent's approach to all value-added services that may be provided. Each proposed value-added service is to be listed with a detailed explanation.

The Proponent should identify and propose any other elements necessary to successfully execute the project. Specifically, tasks and deliverables that the Proponent believes are important to the project should be included in the proposal and highlighted as additional necessary tasks in accordance with this provision.

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PART C - FORM OF PROPOSAL

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**PART C – FORM OF PROPOSAL**

RFP No. PS20191526, PROVISION OF A ROUTING SOLUTION (the “RFP”)

Proponent’s Full Legal Name: \_\_\_\_\_

“Proponent”

Address: \_\_\_\_\_

Jurisdiction of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

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Signature of Authorized Signatory for the Proponent

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Date

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Name and Title

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**APPENDICES**

The Form of Proposal includes the following attached Appendices:

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

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APPENDIX 1  
**LEGAL TERMS AND CONDITIONS OF RFP**

**1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

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

**2 DEFINITIONS**

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20191526, 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

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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

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- 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;

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- (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 10.

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- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

**9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

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

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

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

**9.4 Declaration as to No Lobbying**

The Proponent confirms and warrants that:

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

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

**10 GENERAL**

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

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- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

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**APPENDIX 2  
QUESTIONNAIRE**

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

**Ability to Meet Functional and Technical Requirements**

Complete the separate file, PS20191526 - Annex 1 - Detailed Requirements, and submit in Excel format (not PDF).

**Corporate Profile**

Q1. Provide a brief executive summary of your Proposal.

A1.

**Project Management, Implementation and Training**

Q2. Describe your approach to project management and the services that will be provided. Identify key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. Also attach to this Form of Proposal as an additional Appendix CVs of key personnel.

A2.

Q3. Describe your proposed implementation methodology and services including analysis, requirements definition, key milestones, system testing, system launch and the estimated duration of the project. Describe the methodology used for change management and risk management.

A3.

Q4. To properly staff and support this project, please describe the resources needed from the City during installation, configuration and testing (including: Role, Skillsets needed, Estimated Duration of involvement)

A4.

Q5. Please provide a proposed high-level implementation schedule (refer to the sample table below)

Milestone	Description	Due Date
1	Contract Execution/Contract "Effective Date"	e.g. Month Day, 2020

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2	Kick-Off Meeting	e.g. 7 days after Effective Date
3	Software Implementation	e.g. 4 weeks after Effective Date
4	Training	e.g. 8 weeks after Effective Date
5	60-Day Reliability Test Period	e.g. 4 months after Effective Date
6	Ongoing Support	e.g. 4 months + 1 day after Effective Date

A5.

Q6. Describe your training plan for users and administrators of the software. Include at a minimum a) the prerequisite user knowledge required prior to beginning training, as well as expected learning objectives, areas of focus and outcomes for each component of the training; b) details regarding the required materials, amount of time and expected learning objectives of each training course; c) Recommendations on training details (how many users per session, how long for each session, required materials & technology).

A6.

Q7. Describe any guides, tools, templates, online resources, etc., provided by your company to aid clients in the implementation of the software solution. Provide an overview of and how training would be conducted. The Training Plan should contain at least the following information:

Role	Topic & Objectives	Session Duration	Number of Staff
Senior Managers	High-level overview of software capabilities & limitations	e.g. 1 hour	e.g. 5
Operational Supervisors	Generating reports & analytics from the routing system	e.g. 5 hours	e.g. 5
Creator of Routes [MAPPERS]	<ul style="list-style-type: none"> <li>Software overview</li> <li>User interface, starting new projects</li> <li>Different route simulations</li> <li>Map generation/Scenario management</li> <li>GIS integration</li> <li>Incorporating datasets to improve the model</li> </ul>	e.g. 3 full days	e.g. 8

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End User Viewer  [DRIVERS]	<ul style="list-style-type: none"> <li>• User interface</li> <li>• Information available</li> <li>• System use</li> </ul>	e.g. 1 hour	e.g. 100	
A7.				
Q8. Describe the top 5 issues clients have faced when attempting to implement this type of system. Provide the methodology by which your team will help the City avoid (or mitigate) these issues.				
A8.				
Q9. Provide information relating to ongoing solution requirements including a) associated software version requirements (e.g. SQL Server database version must remain within the previous two releases), b) ongoing upgrade release requirements for the solution to remain as a supported solution, c) typical staffing resource requirements to support on-going route creation and management of the solution - please include resource type (job skill level) and role description.				
A9.				
Q10. Provide a high level process flow of a typical route generation process.				
A10.				
Q11. Provide a high level timeline (historic) and any future road map details for the proposed solution.				
A11.				

**Value Added Optional Services**

Q12. Describe any value added optional services available to the City after initial implementation of the system that are not already referenced by requirements and/or specifications included within this RFP. For example: data wrangling & cleaning, enhancements, consultation services, ongoing training options etc. Describe the details of value add options that will enable the City further business improvement opportunities. Provide details on optional hardware and software that will enable the City further business improvement opportunities.
A12.

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Q13. Provide a brief statement about what differentiates you from your competitors. Include a description of innovation in services and technology your company has recently introduced.

A13.

**Supplier Diversity**

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

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).

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

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APPENDIX 3  
**COMMERCIAL PROPOSAL**

Complete Appendix 3 - Commercial Proposal in the separate excel spreadsheet provided.

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

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

Complete the tab that is applicable to the type of software solution you are providing.

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APPENDIX 4  
***PROPONENT'S REFERENCES***

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

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

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

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

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APPENDIX 5  
***CERTIFICATE OF INSURANCE***

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

(See next page)



**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 12<sup>th</sup> 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 _____	<b>Insured Values (Replacement Cost) -</b>
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	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
✓ 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 _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

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

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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

Dated \_\_\_\_\_

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**APPENDIX 6**  
**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

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

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

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<https://policy.vancouver.ca/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: \_\_\_\_\_

REQUEST FOR PROPOSALS NO. PS20191526  
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PART C - FORM OF PROPOSAL

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APPENDIX 7  
**PERSONAL INFORMATION CONSENT FORM(S)**

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

**PERSONAL INFORMATION CONSENT FORM**

**Reference #PS20191526**

**Title: PROVISION OF A ROUTING SOFTWARE 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

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**APPENDIX 8  
SUBCONTRACTORS**

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

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

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

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	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 9  
***PROPOSED AMENDMENTS TO FORM OF AGREEMENT***

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

Section / General Condition	Proposed Amendment	Rationale and Benefit

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APPENDIX 10  
***CONFLICTS; COLLUSION; LOBBYING***

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

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

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APPENDIX 11  
***PROOF OF WORKSAFEBC REGISTRATION***

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

**PART D**  
**FORM OF AGREEMENT**

See attached.

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## CLLOUD SOFTWARE /SOFTWARE AS A SERVICE SERVICES AGREEMENT

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

THIS AGREEMENT (the “Agreement”) made as of the • day of •, [2019].

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 12<sup>th</sup> Avenue, Vancouver, BC V5Y 1V4

(the “City”)

OF THE SECOND PART

**BACKGROUND:**

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

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

### 1.0 DEFINITIONS AND SCHEDULES

- 1.1 In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:
  - (a) “Applicable Laws” means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.
  - (b) “City” means the City of Vancouver.

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

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

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

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prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

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

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

## **3.0 ACCESS TO THE SOFTWARE BY THE CITY**

- 3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.
- 3.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).
- 3.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.
- 3.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.
- 3.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

## **4.0 CONDITIONS OF USE**

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

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- (a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;
  - (b) sell, rent or lease the Software;
  - (c) make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);
  - (d) create any derivative works based upon the Software or Documentation;
  - (e) copy any feature, design or graphic in, or reverse engineer, the Software; or
  - (f) use the Software in a way that violates any criminal or civil law.
- 4.2 The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.
- 5.0 DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS**
- 5.1 Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.
- 5.2 As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it. Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.
- 5.3 Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.
- 5.4 Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.
- 5.5 As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "System Servers"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters. Vendor's primary server is located at [Insert

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address and country where primary server is located]. Vendor's secondary server is located at [Insert address and country where secondary server is located]. Vendor's backup server is located at [Insert address and country where backup server is located]. If any System Server is hosted by a third party server/data host, such third party will be referred to as a "Server Host". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.

- 5.6 Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).
- 5.7 Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.
- 5.8 Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- 5.9 If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.
- 5.10 Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:
  - (a) single point of entry;
  - (b) main access monitored with additional access for emergency purposes only;
  - (c) surveillance cameras in physical data centre facility/room;
  - (d) access validation with identity check;
  - (e) access only to persons on Vendor approved access list;
  - (f) log-in validation;
  - (g) creation of accounts only as verified by Vendor;
  - (h) access to servers via encrypted means; and
  - (i) servers running behind secure firewall.
- 5.11 Vendor shall comply with the following in the event of a Data Compromise:

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- (a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
  - (b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.
  - (c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.
  - (d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.
  - (e) Vendor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
  - (f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.
  - (g) Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under Applicable Laws, Vendor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies or other entities as required by Applicable Laws or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.
- 5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.
- 5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent

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legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

## **6.0 WARRANTIES AND OTHER COVENANTS**

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

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

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

- (a) has full right, power and authority to enter into this Agreement and to perform its obligations under it;
- (b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;
- (c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;
- (d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
- (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and
- (f) all other representations and warranties made by Vendor in this Agreement are true and accurate.

### **6.3** Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

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

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

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

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

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

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

## 7.0 TRAINING AND SUPPORT

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

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

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

## 8.0 TERM OF AGREEMENT

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

## 9.0 CONTRACT PRICE

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

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- 9.2 Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Supplier in connection with this Agreement unless and until the Supplier has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Supplier are in good standing up to the date that such payment is due.
- 9.3 The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.
- 9.4 Any delay from the timeframes set out in Schedule A - Scope of Work due to the Supplier not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.
- 9.5 The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:
- (a) the invoice must correctly set out:
    - (i) the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;
    - (ii) the full name of the City's project manager; and
    - (iii) the date and title of this Agreement,
  - (b) must be signed by an officer of the Supplier and contain a statement certifying that the Supplier has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;
  - (c) if Supplier is not a resident of Canada, for any Services performed by the Supplier in Canada, the Supplier shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.
- 9.6 All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.
- 9.7 Taxes.
- (a) **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use, occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Supplier relating to the Services, all of which the City will be liable to pay to the Supplier wherever the Supplier is required to collect and remit such amount to any governmental authority as a result of this Agreement.
  - (b) **Supplier Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Supplier or its Affiliates on account of the Supplier's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.

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- (c) **Each Party Responsible for Own Taxes.** Each of the City and the Supplier shall be responsible for paying those taxes applicable to it under Applicable Laws.
- (d) **Withholding Taxes.**
- (i) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:
    - (1) withhold an amount from a payment made to the Supplier; and
    - (2) pay the withheld amount directly to the relevant government authority.
  - (ii) If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
  - (iii) Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).
  - (iv) If the City does not withhold an amount under Section 9.7(d) which it is required to withhold pursuant to any Applicable Laws relating to taxes, the Supplier agrees to pay that amount to the City, upon request by the City and upon the City showing the Supplier the requirement to withhold under Applicable Laws.
  - (v) Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 9.7(d).

## **10.0 CITY'S RIGHT TO TERMINATE**

- 10.1 **Termination without Cause:** The City may, at any time and for any reason, terminate this Agreement in whole or in part by giving Vendor 10 days' prior written notice. If the City terminates under this section, the City will pay any reasonable wind-up costs of the Vendor up to a maximum of \$5,000. Vendor will immediately refund the balance of any prepaid and unearned fees to the City and may offset any reasonable wind-up costs, up to the foregoing maximum, against the amount to be refunded to the City.
- 10.2 **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

## **11.0 VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES**

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

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- (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

[Note: City will consult/confirm with its Risk Management department for appropriate types and levels of insurance to be placed by the vendor once more information is known about the services.]

- 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 \$2,000,000 per occurrence, aggregate of not less than \$2,000,000, and a deductible of not more than \$5000 or other such amounts the City may approve from time to time, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:
  - (i) include a cross liability clause or severability of interest clause or endorsement in favour of the City;
  - (ii) Include blanket contractual liability coverage;
  - (iii) Include non-owned auto liability coverage; and

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- (iv) name the City and its officials, officers, employees, and agents as additional insureds.

**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 for a period of not less than two years thereafter, and must:

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

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

**12.4 Insurance Requirements Additional To Any Other Requirements.** Vendor will provide, at its own cost, any additional insurance which is required by law to provide or other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent consultant, engineer, architect, or other professional would require to protect their operations or performance of services similar to the Services outlined.

**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, INDEMNIFICATION AND LIQUIDATED DAMAGES**

**14.1** Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses,

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damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.

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

## **15.0 CONFIDENTIALITY**

- 15.1 The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.
- 15.2 In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:
- (a) information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;
  - (b) information which was previously in Vendor's possession and did not originate from the City; and
  - (c) information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.
- 15.3 Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except

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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

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refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

## 17.0 UNAVOIDABLE DELAY

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

## 18.0 NOTICES

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

[Insert name of vendor]

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

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

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

### CITY OF VANCOUVER

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

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

with a copy to:

**City of Vancouver - Legal Services**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

*Attention:* Francie Connell, Director of Legal Services  
*E-Mail:* [francie.connell@vancouver.ca](mailto:francie.connell@vancouver.ca)  
*Fax:* 604-873-7445

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

18.4 Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 shall be conclusively deemed to have been given:

- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by e-mail or fax, on the day of transmission if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

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

## **19.0 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE**

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

## **20.0 NO SUB-CONTRACTING OR ASSIGNMENT**

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

## **21.0 MISCELLANEOUS**

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

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

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

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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)

[INSERT VENDOR'S FULL CORPORATE NAME]

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SCHEDULE A  
SCOPE OF WORK

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

**Software Functionality**

The Software will have the following functionality:

[Insert a description of all software functionality]

- (a) •;
- (b) •; and
- (c) •.

**Implementation**

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

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

- (a) •;
- (b) •; and
- (c) •.

**Training**

Vendor will provide the following training:

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

- (a) •;
- (b) •; and
- (c) •.

**Support Services**

Vendor will provide the following support services:

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

#### **Service Level Commitments**

##### ***Service Uptime:***

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

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

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

***Vendor Issue Response Time:***

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

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

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

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## SCHEDULE B

### PRIVACY COMPLIANCE AND DATA SECURITY

Certain 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 The following terms used in this document will have the following meanings:

- (a) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;
- (b) **"personal information"** has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;
- (c) **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;
- (d) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and
- (e) **"Transmitted Data"** means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (IaaS) or Platform as a Service (PaaS)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

#### 2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

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## 2.2 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, accessed or sent as a result of this Agreement. 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 PIPA and PIPEDA in relation to any personal information (as defined in such statutes) 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, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.
- (c) Vendor agrees that all personal 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 collection, use, disclosure, access, retention, 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) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.
- (e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:
  - 2.2.e.1 The purpose for collecting it;
  - 2.2.e.2 The legal authority for collecting it;
  - 2.2.e.3 The title, business address and business telephone number of a person who can answer the individual’s questions about the collection.
- (f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, 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 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 information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (g) 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 information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (h) All personal 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.

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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.

- (i) 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.
- (j) Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.
- (k) Once Vendor possesses or has access to personal 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 and electronic 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.
- (l) Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.
- (m) Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- (n) As between the City and Vendor, the personal 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.

2.3 **Authorized Purposes:** Vendor may only use the personal 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 will require the prior written consent of the City and must comply with all Applicable Laws.

#### 2.4 **Restricted Access**

- (a) Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents 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, to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance

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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.

2.5 **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 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 and Transmitted Data;
- (b) restricted access to personal 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 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 Transmitted Data.
- (d) Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:

- 2.5.d.1 single point of entry;
- 2.5.d.2 access only to persons on Vendor approved access list;
- 2.5.d.3 log-in validation;
- 2.5.d.4 creation of accounts only as verified by Vendor;
- 2.5.d.5 external or WIFI access to servers via encrypted means; and
- 2.5.d.6 servers running behind secure firewall.

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

- (a) Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal 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:
  - 2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;

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- 2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;
- 2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that personal information is revoked. 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);
- 2.6.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;
- 2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and
- 2.6.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.

## 2.7 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, 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. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. 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).

## 2.8 Inspection and Compliance

- (a) During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized

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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 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:

2.8.b.1 provide such certificate; or

2.8.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 Commissioner (British Columbia) in connection with the personal information and Transmitted Data.

2.9 **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.

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

### 3.0 **ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**

3.1 Vendor shall, in respect of storage of, and access to, personal 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 from the City;
- (c) use physically secure areas for the storage of records and restrict access to Authorized Employee;
- (d) ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;
- (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:

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- (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.
  - 3.2 Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).
  - 3.3 Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.
  - 3.4 Vendor shall securely segregate personal 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.

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- 3.5 Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.
  - 3.6 Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA, PIPA, PIPEDA or any other Applicable Laws.
  - 3.7 As per section 2.8, 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 and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

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SCHEDULE C  
INSURANCE CERTIFICATES

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SCHEDULE D  
CONTRACT PRICE

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

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SCHEDULE E

RFP

[SEE ATTACHED]

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SCHEDULE F  
VENDOR'S PROPOSAL

[SEE ATTACHED]