



REQUEST FOR PROPOSALS

VPL Website Drupal Migration 7 to 9

RFP No. VPL20211109

Issue Date: November 9, 2021

Issued by: Vancouver Public Library (the “Library”)

SUMMARY

The Vancouver Public Library (VPL) is seeking an experienced Drupal Web Development Firm to migrate our existing Drupal 7 website to Drupal 9 in order to ensure its continued stability and create a strong foundation for future improvements.

PART A INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

1.1 The Library is interested in selecting an entity (each, a “**Proponent**”) that submits a proposal (each, a “**Proposal**”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The Library expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be 1 year or less, upon completion of project.

However, the Library 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 Library may also terminate the RFP at any time.

1.2 Proponents should submit their proposals on or before 3:00pm on the 7th day of December, 2021 (the “**Closing Time**”) by email in accordance with the following:

- Subject of the file to be: VPL# - Title - Vendor name.
- Document format for submissions:
 - RFP Appendix 1 in PDF format - 1 combined PDF file
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to Nathan.Kung@vpl.ca; do not deliver a physical copy to the Vancouver Public Library.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

1.3 To be considered by the Library, a Proposal must be submitted in the form set out in Appendix 1 (the “**Proposal Form**”), completed and duly executed by the relevant Proponent.

1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

1.5 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 Library and may or may not be returned to the Proponent, in the Library’s sole discretion.

1.6 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 Library 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 Library's sole discretion.

2.0 CHANGES TO THE RFP AND FURTHER INFORMATION

2.1 The Library may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City of Vancouver's (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.

3.0 EVALUATION OF PROPOSALS

3.1 The Library currently intends that all Proposals submitted to it in accordance with the RFP using the Proposal Form (Appendix 1) will be evaluated by Library representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the Library. In so doing, the Library will evaluate:

- Demonstrated expertise in the development and migration of Drupal open-source content management platforms, particularly experience migrating from Drupal 7 to 9.
- Experience level of staff listed in the proposal.
- Robust mechanisms and processes to manage projects, client communications, and requests based on unique business needs.
- Commitment to delivering excellent results on time.
- Service Level Agreement offered that meets or exceeds RFP requirements.
- Competitive rates.

The goal of this RFP is to select and enter into an Agreement with the Applicant that will provide the best value for Services to achieve VPL's goals. The Library reserves the right to consider such other relevant factors as it deems appropriate in order to attain the "best value."

Evaluation Criteria	Evaluation Weighting
Technical	70%
Financial & Legal	20%
Project Management & Customer Service	10%
Total	100%

4.0 LIBRARY'S DISCRETION

4.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the Library 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 Scope of Work or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the Library; (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 more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the Library 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.

5.0 LEGAL TERMS AND CONDITIONS

- 5.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 2. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the Library to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the Library. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 2: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE LIBRARY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE LIBRARY.**

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

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 SCOPE OF WORK

1.1 In Scope

The Vancouver Public Library is seeking price proposals from web design firms with proven experience in Drupal 7 to Drupal 9 migrations to undertake the task of migrating vpl.ca. This migration should include:

- Migrating/upgrading or creating the current framework of vpl.ca in Drupal 9, including:
 - o Review existing modules and customizations to determine if efficiencies can be made without loss of functionality
 - o Conduct a content type and model analysis
 - o Discuss this assessment for alignment with business needs
 - o Implement the creation of new content types and field type selections in conjunction with VPL oversight
- Retaining the current design (look and feel and functionality) of vpl.ca
- Retaining the current UX and information flow of vpl.ca
- Addressing the following desired improvements:
 - o ensure WCAG AA / AAA requirements for accessibility
 - o improvement to the custom modules that interact with external information sources (with the exception of the bibliocommons custom modules, see out of scope)
 - o improvement to Google Analytics and Google Tag Manager tracking
 - o language localization in the event of Google Translate incompatibility
 - o improve responsive images and embedded video from external sources (YouTube, etc.)
 - o streamlining CSS compiling and aggregation

- Providing solutions to the following challenges in the existing front-facing configuration:
 - o Implementing Google Analytics, Google Translation, and other external resources / services working with or linked to vpl.ca
 - o Exploring configuration to allow for possible language localization by VPL in the future
 - o Configuration suggestions to optimize performance
- Migrating current content
 - o Working with the Library’s Digital Services Team, identify a theming solution that accomplishes business goals while finding potential efficiencies and improvements
- Working with the Library’s Digital Services team to confirm successful migration and to discuss and resolve any missed content migration issues
- Working with the Library’s server team to agree on any updates required to VPL’s server environment to support the Drupal 9 version of vpl.ca. Planned updates to the environment are listed in the environment section below.
- Delivering a Drupal 9 version of vpl.ca ready to be installed on VPL’s server and put into production. Package should include:
 - o mysqldump of the database
 - o composer.json file to recreate the site
 - o custom modules that have been modified
 - o any other files necessary to reproduce the web site

- Delivering documentation, both inline and a separate robust document, describing modules used, how they were configured and why
- Delivering a post-migration web session orienting the VPL teams to the migrated website.

1.2 Out of Scope

- Information architecture
- Content and content strategy
- Redesign of visual approach and style decisions
- Modification of the Library's other web properties including BiblioEvents, Bibliocommons Catalogue, Historical Photos, Wordpress Microsites, Islandora.
- Local custom modules using the Bibliocommons API for display of book carousels and Library Programs. Those will be redeveloped by VPL's in house Web Developers, the original creators, in consultation with the successful proponent.

2.0 ENVIRONMENT

2.1 Current Environment

- <https://www.vpl.ca>
- Drupal 7: version 7.78
- System OS: CentOS 7.8
- Database: MariaDB 10.1.46
- Search: Solr 4.6.1.
- CSS: sass files compiled and aggregated through a custom Gulp script
- PHP: 5.6.40
- Local custom modules using the Bibliocommons API for display of book carousels and Library Programs will be redeveloped by VPL's Web Developers, the original creators, in consultation with the successful proponent.

2.2 External Resources Used with or Linked from vpl.ca

- Cover art - Proquest Syndetics
- Translation - Google Translate
- Library catalogue - vpl.bibliocommons.com
- Programs and Events - vpl.bibliocommons.com
- Digital Library authentication - local code hosted at VPL
- Digital Library content - subscriptions with a number of providers; VPL content hosted externally; pages in vpl.ca
- Computer Booking - MyPC computer booking software hosted at VPL
- Room Rentals and Recording studio booking - booking software hosted at VPL
- Surveys - Lime Survey hosted at VPL
- Analytics - Google Analytics and Google Tag Manager [any others others?]

During the process of the migration, should the proponent recommends adding or integrating additional for fee services or subscriptions, they will consult the Library which will have the opportunity to assess and approve or reject based on the cost / benefit of the addition.

2.3 Drupal Modules

The Library prefers to

- Use supported, stable modules
- Avoid modules which are not officially released
- Eliminate the need for JQuery.

2.4 Future Environment

- System OS: Rocky Linux version 8
- Database: MariaDB 10.3.28
- The Library has a preference for a single site database schema.
- Search - will use the Solr version recommended by the Drupal Solr module
- PHP - version 8.0

3.0 PROJECT REQUIREMENTS

3.1 Target Website

The Library wishes to upgrade / migrate vpl.ca from Drupal 7 to Drupal 9. The Library locally hosts vpl.ca. Our intention is to continue to host the Drupal 9 site on an environment which reuses as much of the existing environment as possible. While the Library is interested in suggestions regarding changes that deliver increased efficiency or security, we require that upgrades / changes in the environment required to support Drupal 9 be discussed and mutually agreed between the successful proponent and the Library. Assumptions should not be made.

The method by which the final Drupal 9 site is achieved (upgrade, migration, or a new build) is up to the proponent. Questions in the pricing table about method are only to allow for meaningful comparison of proposals.

3.2 Required Technical Specs at Launch

- Must be compatible with the following browsers (2 latest versions):
- Chrome - desktop (Windows 10)
- Chrome - desktop (Mac)
- Chrome - mobile (iOS)
- Chrome - mobile (Android)
- Edge (Windows 10)
- Firefox - desktop (Mac)
- Firefox - desktop (Windows 10)
- Firefox - mobile (Android)
- Firefox ESR - desktop (Windows 10)
- Safari - desktop (Mac)
- Safari - mobile (iOS)

3.3 Documentation & Training

The successful proponent will provide documentation as-builts for every deliverable. This documentation will provide specifics on:

- What was installed for each deliverable
- Brief description of the purpose or function of the tool
- Detailed steps required for maintenance work and routine configuration changes

Upon delivery, training will be provided to Library staff.

This training will:

- Walk through the deliverables step by step
- Ensure that steps in the documentation are understood by all VPL teams
- Provide a live demonstrations for core functionalities or particularly complex or critical procedures

4.0 TIMELINE

The preference is that this work be underway by before the end of 2021, with completion before July 2022.

5.0 PRICING

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

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

Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

Cost Elements	Cost Per Unit	Total Costs
Upgrade / build of vpl.ca - work by proponent team		
Content migration - work with VPL staff		
Documentation		
Training & Debrief Session		
Professional services - administration, communication, project management		

**APPENDIX 1
PROPOSAL FORM**

RFP No. VPL20211109, VPL Website Drupal Migration 7 to 9 (the “RFP”)

Proponent’s Name: _____
“Proponent”

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments 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 2 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Executive Summary

Provide a brief executive summary of your Proposal.

Approach to Performing Scope of Work

Describe your proposed approach to providing the required services.

Experience of Company and Key Personnel with Drupal Migrations

Detail your company's experience with migrating Drupal platforms, particularly migrating from Drupal 7 to 9, and the expertise of key personnel.

Project Management, Communications, and Customer Service

Detail the mechanisms and processes your company uses to manage projects, client communications, and requests.

References

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	

Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Subcontractors

List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).

Declaration of Supplier Code of Conduct

The Vancouver Public Library expects each supplier of goods and services to the Library to comply with the supplier performance standards set out in the City's Supplier Code of Conduct ("SCC") <<https://policy.vancouver.ca/AF01401P1.pdf>>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

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 below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). 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: _____

Exceptions to Declaration:

Conflicts, Collusion, Lobbying

See Article 9 of Appendix 2 for instructions.

Pricing

Complete the below pricing table. All prices are to be quoted in in Canadian currency and exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

Cost Elements	Cost Per Unit	Total Costs
Upgrade / build of vpl.ca - work by proponent team		
Content migration - work with VPL staff		
Documentation		
Training & Debrief Session		
Professional services - administration, communication, project management		
Total Costs		

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).

Majority owned/controlled/ by:	Workforce Diversity:	Social / Environmental Certifications
1. Women	1. Women	1. BCorp
2. Indigenous Peoples	2. Indigenous Peoples	2. BuySocial
3. Non-Profit/Charity (Social Enterprise)	3. Ethno-cultural People	3. Supplier Diversity Certification
4. Coop	4. People with Disabilities	4. Fairtrade
5. Community Contribution Corporation (3C/CCC)	5. LGBTQ+	5. Green Business Certification (ie. LEED, ClimateSmart)
6. Ethno-cultural Persons	6. Other: please indicate	6. Other: please indicate
7. People with Disabilities		
8. LGBTQ+		
9. Other: please indicate		

**APPENDIX 2
LEGAL TERMS AND CONDITIONS OF RFP**

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the Library'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 2 apply to, or have the effect of supplementing, any Contract formed between the Library and the Proponent, or otherwise apply as between the Proponent and the Library following the signing of any such Contract.

2. DEFINITIONS

In this Appendix 2, the following terms have the following meanings:

- (a) "Library" means the Vancouver Public Library Board, an independent Board of the City of Vancouver, operating pursuant to the *Library Act* of the Province of British Columbia.
- (b) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (c) "Contract" means a legal agreement, if any, entered into between the Library and the Proponent following and as a result of the Proponent's selection by the Library in the Library's RFP process.
- (d) "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).
- (e) "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.
- (f) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 2), 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.
- (g) "Proposal Form" means Appendix 2 of the RFP, as completed and executed by the Proponent.
- (h) "RFP" means the document issued by the Library as Request for Proposals No. PS[●], as amended from time to time and including all addenda.

3. NO LEGAL OBLIGATION ASSUMED BY THE LIBRARY

Despite any other term of the RFP or the Proposal Form, including this Appendix 2 (except only Sections 7, 8.2 and 10 of this Appendix 2, in each case to the extent applicable), the Library 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 Library enters into a Contract, which the Library may decline to do in the Library's sole discretion.

4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Library is a public body required by law to act in the public interest. In no event, however, does the Library owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to

the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the Library 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 Library at the Library's sole discretion. The Library 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 Library reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Library 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 Library 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 Library 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 2, the Library will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The Library 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 Library; 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 LIBRARY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the Library is in breach of Section 8.2 of this Appendix 2, the Proponent now releases the Library, 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 Library or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Library 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 Library or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the Library accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the Library: 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 Library enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the Library breaches Section 8.2 of this Appendix 2, the Proponent indemnifies and will protect, save and hold harmless the Library, 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 Library or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Library 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 Library 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 Library 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 Library breaches Section 8.2 of this Appendix 2), the Library 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 Library'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 Library breaches this Section 7 or Section 8.2 of this Appendix 2, and also excepting any disputes arising between the Library and the Proponent under a Contract (or a similar contract between the Library 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 Library's Director of Legal Services;
- (b) Section 6 of this Appendix 2 will: (i) bind the Library, 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 Library's Property

- (a) All RFP-related documents provided to the Proponent by the Library remain the property of the Library and must be returned to the Library, or destroyed, upon request by the Library.
- (b) The documentation containing the Proposal, once submitted to the Library, becomes the property of the Library, and the Library 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 Library'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 Library Board about the RFP, the Library will treat the Proposal (and the Library's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All Library 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 Library 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 Library in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the Library 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 Library; or (ii) related to or has any business or family relationship with an elected official or employee of the Library, 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 Library, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.
- (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 Library and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Library, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

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 Library 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 Library and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

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 the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

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

in each case as set out, in all material detail, in the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

10. GENERAL

- (a) All of the terms of this Appendix 2 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 Library.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 2 will not affect the validity or enforceability of any other provision of this Appendix 2, 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.

**APPENDIX 3
FORM OF AGREEMENT**

The Library reserves the right to determine an appropriate form of agreement, with usual Library terms and conditions in agreements similar to the one contemplated in this RFP, to be used as a starting point in discussions with one or more proponents. The Library will also consider, but will not be bound to use, a form of agreement that a proponent may propose as a starting point.