

Request for Proposals

FOR THE TECH DEPLOYMENT NETWORK PROGRAM

A Vancouver Economic Commission (VEC) Initiative

1.0 PURPOSE

The purpose of the Request for Proposals (RFP) is to secure a contract with a consulting firm or group of consulting firms (“the proponent”) that have demonstrable expertise in challenge articulation, process design and workflow management for large organizations (specifically major infrastructure and asset-owners such as TransLink, the Port of Vancouver and Vancouver International Airport).

The proponent will work with the Vancouver Economic Commission (VEC) to establish and scale an economic development initiative called the Tech Deployment Network (TDN). TDN is a membership-based project of the VEC dedicated to advancing the sustainable, smart facility & smart infrastructure, and customer-driven goals of large organizations. VEC’s vision is to use this network to accelerate the deployment of advanced technology and create one of the most sustainable, innovative, and connected technology ecosystems in the world.

The proponent will assist the VEC in managing the TDN’s launch and expansion and closely support this initiative.

2.0 CONTEXT

In line with its mandate to build a stronger more resilient local economy, VEC is launching the TDN to grow the region’s tech ecosystem, support local tech adoption, and attract foreign direct investment to Metro Vancouver. TDN is a regional expansion of the Green and Digital Demonstration Program (GDDP)—an initiative launched by the VEC in 2014 that uses the City of Vancouver as a test platform to help local innovators accelerate their path to market and commercialize their solutions.

GDDP provides a clearly defined non-procurement pathway and legal structure for private companies to access City-owned assets (e.g. buildings, vehicles, digital infrastructure) for proof-of-concept trials and showcasing. Over the course of four years, GDDP has received 120 applications and 15 companies have been short-listed to participate. Of these, 5 participating companies have completed projects and 3 are currently ongoing, while 7 projects will launch in 2019. In this period of time participants have generated over 20 jobs, acquired 20+ new clients, and attracted over \$3M in capital investment.

Since GDDP was launched there has been growing momentum among many infrastructure holders and institutions with Greater Vancouver, to decarbonize, reduce pollution and increase the rate of technology adoption. This is evident in TransLink’s recent ‘innovation calls’, the Port’s Clean Trucking Initiative, and YVR’s Environmental Management Plan. TDN’s vision is to capitalize on the innovation

agendas of large organizations and provide greater inroads and a stronger bridge to the innovation community.

VEC seeks to onboard these large organizations as “members” of the TDN, with the goal to improve their operational efficiencies, sustainability targets, and their customer experience. TDN will promote members’ challenges and innovation needs to the business community through a centralized online portal, and VEC will actively scout and screen project submissions to address its members’ self-identified challenges and blind spots. To help accelerate project deployments, VEC will work to develop demonstration agreements and project management processes for onboarding new technologies.

3.0 SCOPE

The successful proponent will build a foundation from which the TDN can grow and add new members. VEC is in the process of signing bi-lateral legal agreements with the following Greater Vancouver based organizations, all of whom have expressed an interest in becoming founding members of the TDN.

- 1) City of Vancouver
- 2) City of New Westminster
- 3) City of Richmond
- 4) Translink
- 5) Fortis BC
- 6) Port of Vancouver
- 7) Vancouver International Airport (YVR)
- 8) Oxford Properties

At a minimum, five out of the eight founding members are expected to activate their membership this year (to be confirmed by the end of June).

TDN will be established by the implementation of three phases of work.

PHASE 1 – NETWORK PREPARATION

(July 2019 – Sept 2019)

Overview

- Work with organizations to articulate and refine their key challenges, i.e. organizational pain-points, that can be highlighted publicly to the innovation community (challenge briefs)
- Develop internal accountability structures and governance models for each member organization
- Design innovative process for onboarding innovations, including application submission form and submission criteria
- 3-5 meetings anticipated for each organization

Key Activities

1) Challenge Articulation

The successful proponent will work with each member to develop customized challenge briefs that summarize organizational pain points requiring technological solutions. This will be done in consultation with staff through hosted workshops and in-person meetings with key decision makers. The proponent will probe for barriers to technology adoption in each member organization to understand what previous projects have made traction and what innovations are perceived to be a challenge.

Secondary research will be undertaken within each market vertical in which the member operates to understand best practices, regulatory barriers, and notable companies / solution providers operating in this space. Secondary research will help the proponent understand the landscape of solutions, the language to be used in challenge briefs and the landscape in which outside tech providers are demonstrating or sell into.

Deliverables:

- Member profiles to be used for the online portal, public relations, and challenge promotion
- Clearly articulated challenge briefs for each member (anticipated to have 2-3 challenges per member)

2) Activity - Process Design

The successful proponent will analyze the existing processes, workflows, and systems related to onboarding outsourced innovation within each Member organization, in order to develop new intake processes and governance models specific to the needs of each member.

The goal of the newly developed intake processes will be to help organizations more effectively on-board unsolicited and solicited technology projects, and design two respective intake tracks. The proponent will work with VEC and the procurement departments within member organizations to integrate these processes, building on the VEC's experience running the municipal GDDP program.

Deliverables:

- Internal project governance and project management systems in place for each member
- Customized intake submission form for each member

PHASE 2 – NETWORK ACTIVATION

(Oct 2019 – Feb 2020)

Overview

- Challenges promoted to innovator network, locally and internationally
- Proposal guidance given to innovators applying to complete a TDN project
- High-potential proposals short-listed and refined
- Contracts for demonstration projects developed with TDN Members

Key Activity*Onboarding and Project Management*

The successful proponent will provide support where necessary to members as they engage with selected innovators on demonstration projects. We anticipate this will include advising on contract development, contract management, project insurance, privacy management, IP management and integration of new technologies with existing processes.

The proponent will also work with short-listed innovators to refine their proposals. We anticipate this will include refining the scale of the proposed demonstration project to meet both member and innovator expectations, identifying and helping secure funding / financing for demonstration projects, and helping startups navigate other barriers to adoption of their technologies within corporate and institutional bureaucracies.

Deliverables:

- At minimum 3 demonstration projects refined and customized to the needs of respective TDN Founding members

PHASE 3 – EVALUATION AND EXPANSION

(Mar – Apr 2020)

Overview

- Support VEC on reporting progress to members, refining program governance, and soliciting new and returning members to join TDN for year 2
- End of year annual report (for members, funders and sponsors)

Key Activity*Promotion, Reporting & Program Refinement**

The successful proponent will assist VEC with promoting the TDN network and member challenges to relevant local and international organizations. Proponents will help to identify key audiences for specific challenges, use their connections to promote TDN and expand the network regionally and conduct outreach, as needed, to international innovators.

The successful proponent will help collect and analyze project information from members to assist the VEC with reporting on TDN outcomes and impacts, including traditional economic development metrics (jobs, investment) and project impacts (increases to efficiency/customer satisfaction, GHG reductions, waste reductions). In addition, the successful proponent will help refine the TDN program based on member feedback.

Deliverables:

- Report on Year 1 TDN outcomes, impact, and success stories
- Recommendations for refining TDN program to better meet the needs of its Members and the innovation community

*The VEC has a strong promotion network already established and a history of reporting on demonstration project outcomes; therefore, we anticipate the consultant will only need to play a supporting role on promotion, reporting, and program refinement.

4.0 INSTRUCTIONS TO PROPONENTS

4.1 Invitation to Submit Proposal

VEC is inviting participants to submit an electronic proposal for the provision of services as set out in the RFP.

Proponents should submit their proposals on or before 5:00pm June 22nd, 2019 (the Closing Time) by email in accordance with the following:

- Subject of the file to be: TDN – Vendor name.
- Document format for submissions:
 - RFP in PDF format – 1 combined PDF file,
 - Fee Schedule in Excel format, and;
 - Any other attachments if necessary

Please direct any further questions to John McPherson, Cleantech Sector Manager at the Vancouver Economic Commission.

Email: jmcperson@vancouvereconomic.com

Phone: (604) 336-8026

4.2 Proposal Submission and Return

RFP submissions are to be provided electronically and must include the following information (for 3 phases in 2019/2020):

Company Profile	Include company description and # years in business, # of employees
Key Personnel	Identify and provide professional biographical information for the key personnel that will perform the required services
Sub-Contractors	Identify any portion of the Scope of Work that will be subcontracted. Include firm qualifications and key personnel.
Executive Summary	Provide an executive summary of your proposal
Approach	Provide your proposed approach to providing the required services

Project Work Plan	Specify tasks to accomplish deliverables under Phases and key activities, including milestones and target dates for completion
Fee Schedule	Provide a table for each phase and associated key activities as outlined in the Scope of Work, including the team members and / or sub-contractors, roles, estimated hours, and associated fees associated with each phase / key activity.
Reference Projects	A sample list of projects completed by the proponent under which services similar to those required by this RFP were performed.
References	Include contact information, length and type of relationship, and service provided

4.3 Budget

TDN is a multi-year program run by the VEC. This RFP is for the first year of operations of the program. The VEC is anticipating that the same proponent will be used for all three years of the program's operations pending evaluation of the proponent's performance at the end of year 1.

The following consulting firm's budget assumes TDN network will start with 5-7 members in year 1 and add 3 new members annually. This is a rough estimate of the budget required.

2019 – \$80,000
 2020 - \$100,000
 2021 - \$120,000

The proponent shall include a budget for associated costs related to each phase of work and key activity as outlined in the scope of work. This should include the number of days or hours, calculated by component and deliverable, and for each member of the team and any sub-contractors included.

4.4 LEGAL TERMS AND CONDITIONS

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

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

5.0 EVALUATION & SELECTION PROCESS

The VEC will be looking for the following information on which to evaluate proposals:

Criteria	% Score
Qualifications / Experience Team Experience & Structure <ul style="list-style-type: none"> • Work history • Work Samples • Client References • Team Structure (single lead, subcontractor negotiation, etc.) 	40%
Project Approach <ul style="list-style-type: none"> • Clear understanding of the program • Anticipated approach to assisting TDN Members • Anticipated working relationship with VEC • Anticipated roles of proponent in advancing the goals of TDN 	40%
Pricing and Administration <ul style="list-style-type: none"> • Cost of Services • Ease of Contract Administration • Proponent risk and proof of insurance • Proponent Network 	20%

6.0 SUPPORTING DOCUMENTS AND LINKS

Appendix A – Legal Terms and Conditions - page 8-12

Appendix B – Sample Contractor Agreement – page 13-15

Appendix C - TDN Member Information Package (including project details, timeline, governance, roles, objectives, etc.)

Comparable Initiatives to [GDDP](#)

- [Ney York – Call for Innovations](#)
- [City of Palo Alto – Program for Emerging Technologies](#)
- [City of Toronto – Green Market Acceleration Program](#)
- [Toronto – UPPLift](#)

[VEC Organizational Profile](#)

APPENDIX A LEGAL TERMS AND CONDITIONS

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2. DEFINITIONS

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

- (a) VEC means the Vancouver Economic Commission, a not-for-profit society and agency of the City of Vancouver
- (b) "Contract" means a legal agreement, if any, entered between VEC and the Proponent following and as a result of the Proponent's selection by VEC in VEC'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 is submitting the proposal, 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 as outlined in Section 4.0 of the RFP 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) "RFP" means the document issued by VEC as a Request for Proposals

3. NO LEGAL OBLIGATION ASSUMED BY VEC

VEC 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 VEC enters into a Contract, which VEC may decline to do in VEC sole discretion.

4. EVALUATION OF PROPOSALS

4.1 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 VEC at VEC's sole discretion. VEC 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.

4.2 **Reservation of Complete Control over Process**

VEC reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, VEC 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 VEC 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.

4.3 **Discussions/Negotiations**

VEC 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 A, VEC will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.4 **Acceptance or Rejection of Proposals**

VEC 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 VEC; 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.

5. **PROTECTION OF VEC AGAINST LAWSUITS**

5.1 **Release by the Proponent**

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

5.2 Indemnity by the Proponent

Except only and to the extent that VEC breaches Section 8.2 of this Appendix A, the Proponent indemnifies and will protect, save and hold harmless VEC, 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 VEC or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, VEC 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 VEC 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.

5.3 Limitation of VEC Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that VEC breaches Section 8.2 of this Appendix 4), VEC 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, VEC's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

6. DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that VEC breaches this Section 7 or Section 8.2 of this Appendix A, and also excepting any disputes arising between VEC and the Proponent under a Contract (or a similar contract between VEC 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 of Vancouver's Director of Legal Services;
- (b) Section 6 of this Appendix A will: (i) bind VEC, 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.

7. PROTECTION AND OWNERSHIP OF INFORMATION

7.1 RFP and Proposal Documents VEC's Property

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

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

7.2 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 VEC'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, VEC will treat the Proposal (and VEC's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

7.3 All VEC Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of VEC 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 VEC in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to VEC 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.

8. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

8.1 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 VEC; or (ii) related to or has any business or family relationship with an elected official or employee of VEC, 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 VEC, 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 VEC and who has non-public information relevant to the RFP obtained during his or her employment or engagement by VEC, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

8.2 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 VEC 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 VEC 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.

8.3 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.

8.4 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.

9. GENERAL

- (a) All of the terms of this Appendix A 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 VEC.
- (b) The legal invalidity or unenforceability of any provision of this Appendix A will not affect the validity or enforceability of any other provision of this Appendix 4, 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 B
SAMPLE CONTRACTOR AGREEMENT**

This Agreement is entered into this _____ day of _____

BETWEEN:

Vancouver Economic Commission, is a society incorporated pursuant to the laws of British Columbia, with a registered address and records office located at Suite 1500 – 401 West Georgia Street, Vancouver, BC, V6B 5A1;

("VEC")

AND: _____ with a registered address and records office located at **street address, city, province, postal code**.

("Contractor")

WHEREAS:

- A. VEC is the economic development agency of the City of Vancouver. Its mission is to position Vancouver as a globally recognized city for creative, innovative, and sustainable business;
- B. VEC desires to engage the services of the Contractor to perform duties as specified;
- C. The Contractor desire to accept such engagement on the terms and conditions hereafter set forth.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1.0 TERM AND COMPENSATION

The term and compensation are specified in the attached Schedule __.

2.0 DUTIES

2.1

The Contractor will perform in a competent manner and be accountable for the duties and functions attached as Schedule __ to this Agreement.

2.2

VEC will have the right, from time to time and upon consultation with the Contractor to vary this assignment and to make reasonable amendments to the duties and responsibilities set out in Schedule __ in order to meet the emerging operational needs of the VEC.

2.3

The Contractor will report directly to and keep [REDACTED], fully informed of major progress and issues on a timely basis, while working closely with other members of the VEC team.

2.4

The Contractor agrees and understands that the effective performance of their duties requires the highest level of integrity and VEC's complete confidence in the relationship with VEC and with all persons dealt with by the Contractor in the course of this engagement. The Contractor shall conduct himself/herself in a professional and business-like manner, appropriate to the VEC's image, at all times.

2.5

It is understood and agreed that Contractor's non-VEC related activities shall not interfere with their ability to properly carry out their duties to VEC.

2.6

The Contractor shall use their best efforts and devote reasonable, necessary and sufficient time, attention, knowledge and skills to the services VEC requires so that the duties are carried out in a timely, proper and competent manner.

3.0 **CONFIDENTIAL INFORMATION**

3.1

The Contractor acknowledges that a relationship of confidence, trust and fiduciary obligation is created between the Contractor and VEC, and the Contractor will have access to and/or become acquainted with various documentation and other proprietary information which are confidential to the VEC, and which information are the exclusive property of the VEC, including but not limited to:

- (a) reports, studies, data, and computer data;
- (b) equipment and processes, including personal computer;
- (c) financial statements, financial books and records, business plans and estimates and other related information;
- (d) compensation paid to the VEC's contractors and other terms of employment;
- (e) lists or other written records used in the VEC's business; and
- (f) any other materials or information related to the personnel, business operations, financing or activities of the VEC which are not generally known to others engaged in similar businesses or activities.

3.2

The Contractor represents, warrants and agrees that they will not at any time, whether during or subsequent to the term of this engagement by the VEC, or any renewal thereof without specific written consent of the VEC in the particular case, directly or indirectly use or disclose or communicate to any person or entity any Confidential Information, for any purpose.

3.3

The Contractor further agrees that all files, records, documents, other written material, equipment, and all other items relating to the business of the VEC, whether prepared by or with the assistance of the Contractor or otherwise coming into their possession, control or knowledge, are and will remain the exclusive property of the VEC and will not be removed from the premises of the VEC without prior consent

from the VEC. On termination of this engagement with the VEC for any reason, the Contractor agrees to deliver promptly to the VEC all of the foregoing which have been in its or their possession or under their control.

4.0 **MODIFICATION**

No modification or amendment of this Agreement will be valid unless made in writing and signed by the parties hereto.

5.0 **ASSIGNMENT**

The Contractor may not assign or subcontract this Agreement to any extent without prior VEC approval.

6.0 **LAW OF THE CONTRACT**

This Agreement will be governed by and construed according to the laws of the Province of British Columbia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

<p>_____ Per: Catherine Warren CEO, Vancouver Economic Commission Suite 1500 – 401 West Georgia Street Vancouver, BC V6B 5A1</p>	<p>_____ Date</p>
<p>_____ Per: _____ Company Street City, province postal</p>	<p>_____ Date</p>

SCHEDULE B **Term and Compensation**

The term of the engagement period (the “Term”) will be from _____ to _____. The term may be extended or amended upon mutual agreements. The Contractor shall send an invoice to the attention of to the **Accounting Department (accounting@vancouvereconomic.com)**, Vancouver Economic Commission, in accordance to the following payment schedule:

Upon receipt of the invoice, payment will be made within 30 days. The invoice should outline, at a high-level, the services delivered and/or deliverables accomplished. The contractor should also maintain a record of the hours spent on the project.

APPENDIX C

INFORMATION PACKAGE

T D N

Tech Deployment Network

Accelerating Smart & Sustainable Transformation

Jump To...

- 1 About VEC**
- 2 The Challenge**
- 3 The Solution**
- 4 Vision & Mission**
- 5 How it Works**
- 8 Marketing**
- 10 Project Plan & Budget**

- 15 Appendix A: GDDP Success**

CONTACTS

Vancouver Economic Commission

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VANCOUVER

ECONOMIC COMMISSION

ABOUT THE VANCOUVER ECONOMIC COMMISSION

The Vancouver Economic Commission (VEC) works to create a prosperous and resilient economy for Vancouver businesses, investors and citizens.

VEC strives to build a stronger, more resilient local economy by:

- implementing strategic programs, projects and events to meet industry needs
- conducting original strategic research
- attracting smart talent and capital to the region
- promoting the region as a hub for innovation

Businesses look to VEC for support when relocating to Vancouver, accessing talent and capital, and navigating relationships in Vancouver City Hall and the global marketplace. VEC in turn delivers industry-tailored programming of strategic value.

VEC leverages the city's strengths as well as its in-house expertise and research to support high-growth sectors including technology, digital entertainment and interactive media, and the green economy. Our team also works with companies in traditional and emerging industries and subsectors.

VEC works closely with a variety of stakeholders to deliver original programming. Our partners include entrepreneurs & investors, government officials, industry associations, and public institutions.

Thanks to the continuing efforts of VEC, its government partners, the business community, and the talent that calls Vancouver home, our city consistently ranks among the greenest international cities and top startup ecosystems in the world. Vancouver has the largest per capita cleantech cluster in Canada and has been recognized by Siemens as having the 3rd top cleantech ecosystem worldwide.

Vancouverites can be proud that we live in a progressive city, reducing our community-wide carbon emissions even as we outperform the nation as Canada's fastest-growing and most diverse metropolitan economy.

As a part of our continued efforts to build and grow our technology ecosystem, **we are launching a Technology Deployment Network (TDN)**, details of which will be outlined in the following sections of this membership package.

THE CHALLENGE

Accessing Innovation

Canadian Context & Global Competitiveness

In Canada, a limited number of public and private institutions and corporations control a significant number of assets, including infrastructure, buildings, fleets, and workforces. As both regulators and assets owners, these institutions — which include transit authorities, health authorities, utilities, ports, municipal and regional governments, and airports, among others — influence how we move, produce and store products, and power our cities, citizens, and economies.

In addition to keeping up with global and regional trends, TDN aims to improve Vancouver’s economic competitiveness among peer cities, many of which are adopting similar programs to help public institutions and large employers access new technologies.

Common issues institutions and major asset-owners struggle with:

- Vetting and onboarding outside-the-box projects
- Lengthy procurement cycles for innovative solutions
- Creating cultures of innovation at the operational level

Common issues solution providers (especially SMEs) struggle with:

- Identifying a first demonstration partner or buyer
- Tracking global procurement channels and innovation calls
- Awareness of major asset-owners’ needs

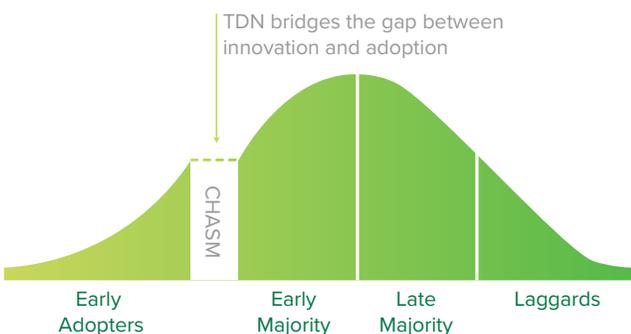
The Challenge

Solution providers and large institutional buyers may not discover each other.

Our Solution

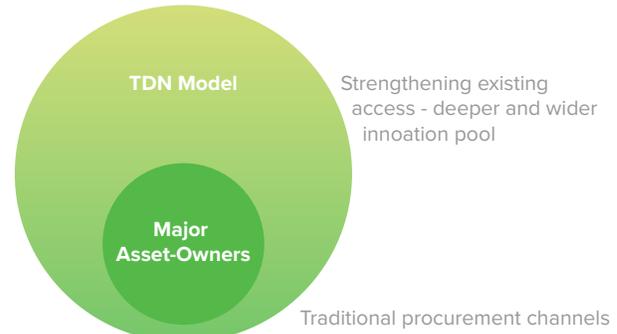
VEC designed TDN to create a bridge between the two groups and mitigate the impact of missing innovation.

Innovation Adoption Cycle



The above chart illustrates the adoption of a new solutions according to the demographic and psychological characteristics of defined groups. **The Chasm** is the challenging space innovators face between early adopter and early majority buyers – an area in which TDN would act as a connector or bridge.

Accessing New Pools of Innovation



Major asset-owners typically utilize traditional channels and methods to access innovative solutions. The **TDN Model** amplifies existing efforts and also taps into a broader pool of innovation.

THE SOLUTION

Background & Overview

Background

The TDN is a regional expansion of the Green and Digital Demonstration Program (GDDP) — an initiative launched in 2014 by the City of Vancouver and VEC to accelerate the commercialization of solutions and pathways to market for local innovators.

GDDP gave innovators access to City-owned assets, infrastructure and staff to test and showcase emerging technologies. Since its launch in late 2014, GDDP has been successful in helping companies drive sales, attract investment capital and generate jobs (see Appendix A for a list of GDDP Participants).

The success of GDDP spurred requests from the technology community for increased access to assets within key regional institutions and municipalities in the region. Key regional institutions include, but are not limited to, TransLink, the Port of Vancouver, Fortis, Vancouver International Airport (“YVR”), Metro Vancouver, New Westminster, Richmond and other municipalities in the region.

These requests combined with the growing momentum amongst major infrastructure holders and institutions within Metro Vancouver to decarbonize, reduce pollution, and increase the rate of technology adoption, has led to the expansion of the GDDP and formation of a regional tech deployment network.

Most recently, TD Bank and Western Economic Diversification Canada (WD) have joined the network as financial supporters for GDDP’s regional expansion.

TDN Overview

TDN will be set up as a membership-based network comprised of major asset owners in Metro Vancouver (including building, infrastructure, and fleet owners) that are dedicated to improving their operational efficiencies, sustainability, and customer experience.

TDN will promote members’ challenges and innovation needs to the business community through a centralized portal, and VEC will actively scout and screen project submissions to address its members’ self-identified challenges and ‘blind spots’. VEC will promote the region as a global hub for tech competency and adoption, leveraging a diverse network of local and global promotional partners to attract entrepreneurial solutions for these challenges.

The TDN is part of an overarching strategic priority to unite the region’s institutions, enhance the region’s green and smart-city brand, and make a positive economic and environmental impact.

Benefits of Joining TDN

- Access innovation and best-in-class solutions
- Reduce ‘vetting headache’
- Address needs, pain points and blind spots
- Promote existing innovation calls
- Build technology competency & capacity
- Facilitate regional collaboration
- Leverage VEC best practices in intake design
- Brand building

Asset-Owner Partners

TDN Members



Funding Partners

Government & Corporate



VISION & MISSION

Accelerating Smart & Sustainable Transformation

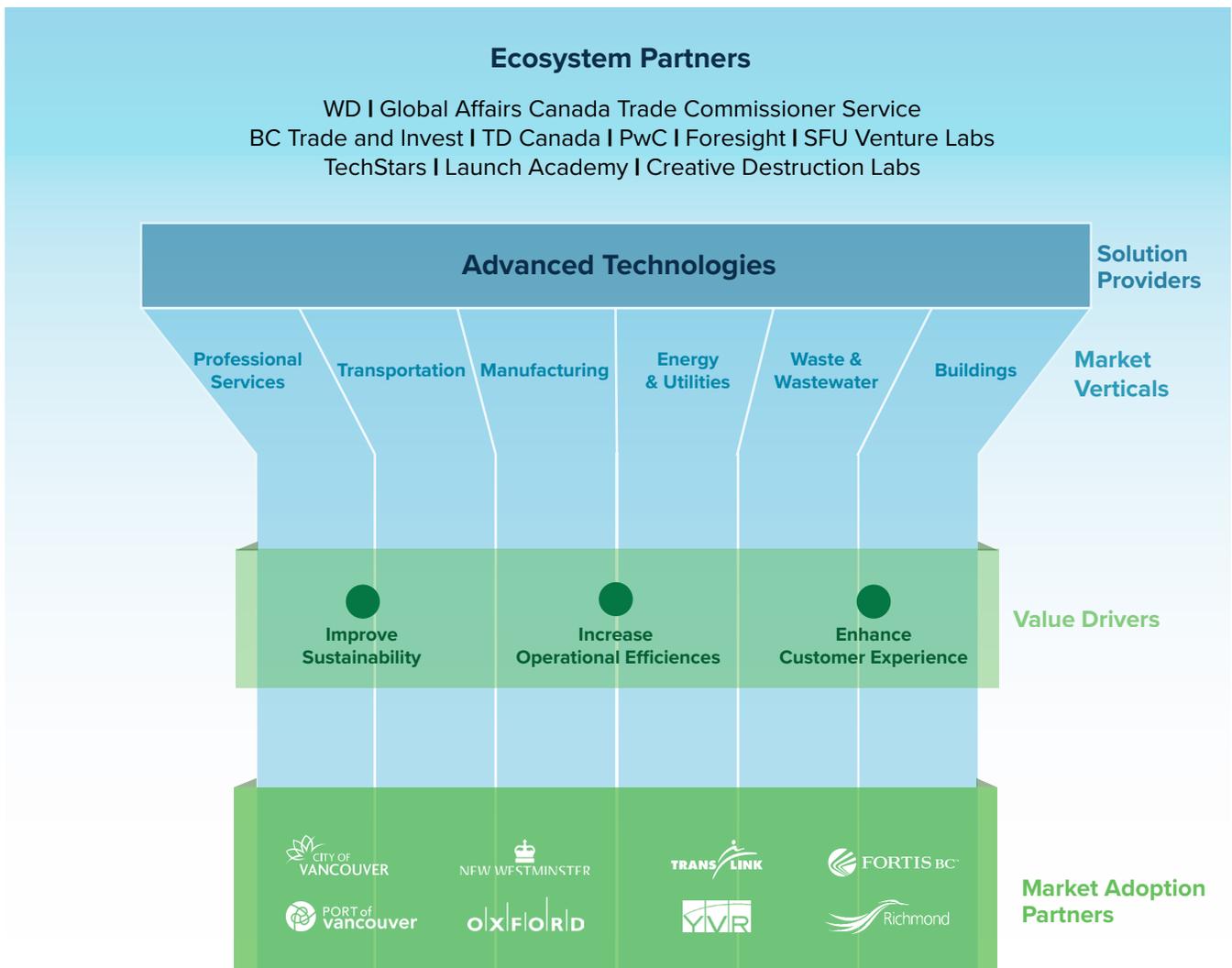
Vision

Create the most sustainable, innovative, and connected technology ecosystem in the world

Mission

Advance members' clean, smart facility and infrastructure, and customer-driven goals, while accelerating technology adoption region-wide

TDN Vision: How it Works

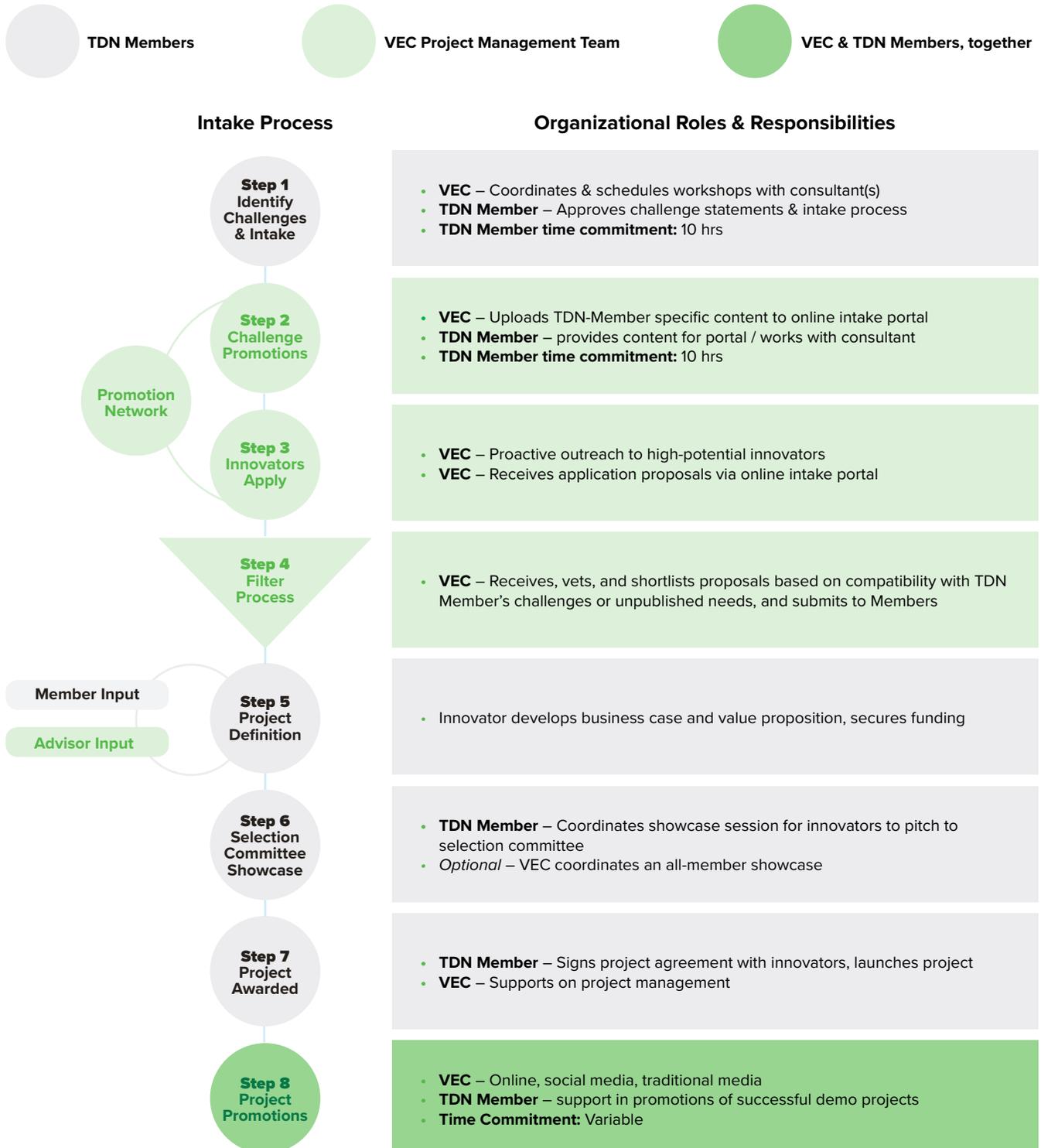


HOW IT WORKS

Intake Process

Roles & Responsibilities

The illustration below depicts a non-procurement framework for TDN Members to onboard projects from beginning to end. This is outlined as part of an eight-step process. Areas of responsibility are highlighted and colour-coded.

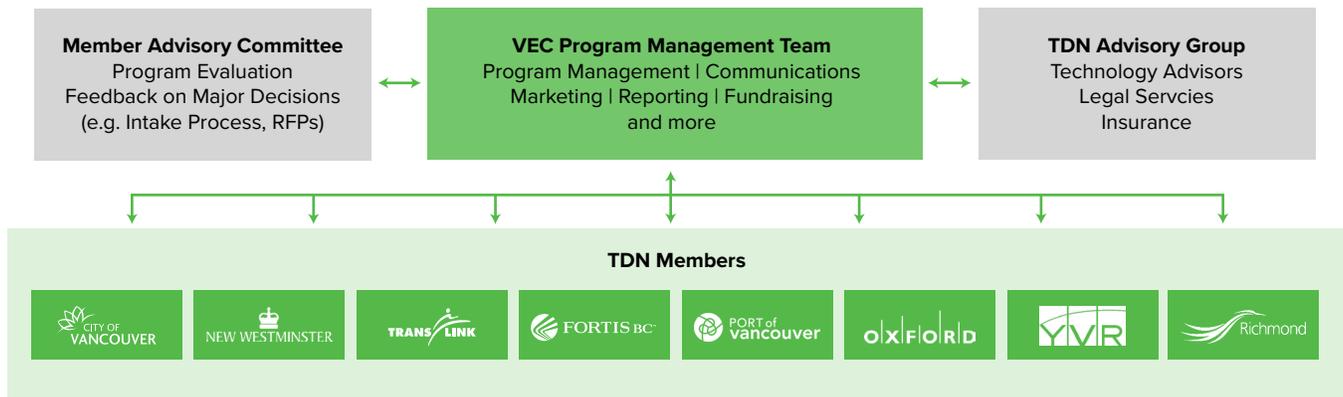


HOW IT WORKS

Governance

Governance Structure

The TDN will use a membership-based governance model. Bilateral membership agreements between VEC and regional municipalities, institutions and corporations will form the basis of the network with VEC as the program chair. Each member will be responsible for developing an internal accountability framework. (New members may refer to the accountability framework used by the City of Vancouver for a starting point).



Stakeholders

Roles & Responsibilities

VEC Program Management Team

Responsible for program delivery, funding, reporting, promotions, and growing TDN membership. VEC will also liaise with important program champions, including regional Mayors and Ministers

TDN Members

Responsible for reviewing VEC short-listed projects and overseeing pilot project delivery. TDN Members will also be responsible for liaising with VEC on project progress, uncovering roadblocks, and reporting out KPIs.

TDN Advisory Group

Responsible for advising on policy and regulatory navigation, and network expansion. Advisors include policy makers, legal and insurance experts, and other professional services suppliers.

All Member Meetings

VEC will report back to all members on program outcomes to date, including successes, challenges and proposed changes.

Members will report on successes to the rest of the group and share innovation and challenge ideas.

Input

Members may either opt-in to provide feedback on TDN's development and VEC's work with contractors and/or consultants, or rely on VEC to guide its development.

HOW IT WORKS

Governance: City of Vancouver Example

Example: Accountability Framework for City of Vancouver Projects

- | | | | |
|--|--|--|---|
| <p>1 Vancouver Economic Commission</p> <ul style="list-style-type: none"> Leads program delivery Manages application intake process and evaluations Reports program progress, pilot inventory and conducts evaluations Manages interface with applicants until pilot contract is signed | <p>2 City of Vancouver Oversight Group</p> <ul style="list-style-type: none"> Oversees mandate, strategy, accountability framework and success Reviews annual Oversight Group report Chair: City Manager Group Members: CTO, Dir. Sustainability, GMs of Engineering, Real Estate, Facilities and VEC | <p>3 City of Vancouver Selection Committee</p> <ul style="list-style-type: none"> Short-lists VEC short-listed proposals Identifies resources / constraints Selection Committee Members: VEC, IT, Legal, Sustainability, Engineering, Facilities, host department, asset owner | <p>4 Project Champion (project-hosting department)</p> <ul style="list-style-type: none"> Undertakes GDDP assessment on business case / value Delivers project with company Project Members: Host department, asset owner |
|--|--|--|---|

Partners on Governance and Intake Process

VEC will work with a consultant or group of consultants to develop member-specific intake processes and governance models, and design challenges in line with TDN Members' needs. VEC will work through an RFP or RFQ process in consultation with the City of Vancouver's procurement and supply chain team to identify the most appropriate vendor(s).

Results

"The program has proven to be wildly successful both at the local and international scale, resulting in successful outcomes for the City and companies leveraging City assets. Recently, as part of its finalist bid for the Smart City Challenge, the City of Vancouver proposed a "City as a Platform" program directly based on GDDP. As a one of the early sponsors of the program, I am very proud of all the players: VEC for their effective program management; the City teams who have participated in demonstration projects and had an opportunity to test new technologies; and the companies that demonstrated local innovation in a way that has opened up global markets."

"The GDDP program has changed how the City of Vancouver, especially mid and junior staff, perceive innovation. While Vancouver is known for many leading and innovative programs, sometimes innovation gets lost in the day-to-day execution of policies and procedures. However, this program helps signal to all staff that we're open to new ideas and innovation, regardless where it comes from."



Jessie Adcock

Chief Technology Officer | Tech
City of Vancouver



Doug Smith

Director | Sustainability Group
City of Vancouver

MARKETING

A Global Referral Network

Promotional Plan

As part of the promotional strategy for TDN, VEC will leverage its existing relationships with government organizations, associations, chambers, and nonprofits to build a global referral network. Each organization that VEC signs up as a TDN referral partner will be responsible for directing qualified clients to the TDN portal. Partner-referred companies will have been vetted, mentored, funded, and possess commercially ready solutions. With this promotional model in place, TDN will be able to scale more quickly and members will be able to access a greater number of pre-qualified, best-in-class innovations.

The Network

Canadian Federal and Provincial Programs & Partners

- [Sustainable Development & Technology Canada \(SDTC\)](#)
- [National Research Council \(NRC\)-Industrial Research Assistance Program \(IRAP\)](#)
- [Build in Canada Innovation Program](#)
- [Canadian Trade Commissioners](#)
- [Consider Canada Alliance](#)
- [BC Trade Representatives](#)

Industry Associations and Chambers

- [BC Cleantech CEO Alliance](#)
- [BC Tech Association](#)
- [Global Cleantech Cluster Association](#)
- [DigiBC](#)
- [EU Chamber of Commerce](#)

Smart City & Cleantech Events

- [Smart City Expo World Congress](#)
- [GLOBE Foundation](#)

Technology Accelerators & Incubators

- [Creative Destruction Lab](#)
- [Foresight](#)
- [SFU Venture Labs](#)
- [TELUS Ventures](#)
- [UBC Hatch](#)
- [Techstars](#)
- [500 Startups](#)
- [Greentown Labs](#)

Economic Development Peers Globally

- [NYC EDC](#)
- [Smart & Clean Helsinki](#)
- [San Diego](#)

Inter-City Networks

- [C40 Climate Leadership Group](#)
- [Leading Cities](#)
- [Carbon Neutral Cities Alliance](#)
- [Urban Sustainability Directors Network](#)

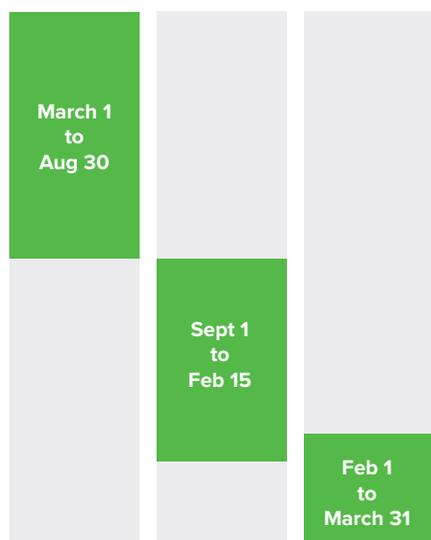


TDN Referral Network Key Cities

1. San Francisco, United States
2. New York, United States
3. Boston, United States
4. London, England
5. Amsterdam, Netherlands
6. Helsinki, Finland
7. Shanghai, China
8. Tokyo, Japan

TDN PROJECT PLAN & BUDGET

Overview



Phase 1: Network Preparation

- Secure Member participation and supporting consultant team for the year
- Develop project management strategies and challenge briefs for Members
- Refine TDN promotion, outreach and communications strategies

Phase 2: Network Activation

- Promote Member challenges and opportunities globally (events & online)
- Intake project proposals, assist with applications, and evaluate project fit

Phase 3: Evaluation & Expansion

- Evaluate project progress and program efficacy; refine TDN approach
- Identify and invite new partners to join the network and renew existing Memberships

Program Funding: TDN Budget for 2019*

Expenses		Revenues	
Program Management	\$120,000 (VEC in-kind)	<p>The TDN program is supported by foundational partnerships with TD Bank and Western Economic Diversification Canada (WD). In addition, each member is expected to buy in at a \$10,000 annual membership fee.</p> <p>VEC \$120,000 (VEC in-kind)</p> <p>TD Bank \$35,000</p> <p>WD** \$85,300 (year 1)</p> <p>Member Fees \$50,000</p> <hr/> <p>Total \$290,300</p>	
Contracted Services	\$136,000		
Process Design	\$48,000		
Challenge Design & Distribution	\$52,000		
Web Design & Branding	\$36,000		
Events & Promotion	\$16,000		
Network Convening	\$3,300		
Communications & Reporting	\$6,000		
Admin & Travel Expenses	\$9,000		
Total	\$290,300		

*Budget subject to change

Contributing Partners

Western Economic Diversification (WD)

VEC has received a commitment from WD to contribute 52% of the total project costs (\$353,550) over a span of three years until the network is fully established.

**Eligible costs are for contracting professional services specific to the project, including consultants for mapping challenges, additional staff specific to the project, reporting, and the development of the online intake portal.

TD Bank

VEC has received \$35,000 in sponsorship funding from TD to activate the TDN network, and is exploring other sponsorship avenues.

Funding Accountabilities

KPI 1 – # of companies landed in Vancouver
 KPI 2 – \$ of investments
 KPI 3 – # of jobs created
 KPI 4 – environmental performance

Note

Individual projects may have their own KPIs.

TDN PROJECT PLAN: PHASE 1

Network Preparation

Objectives	Activities	Deliverables	Milestones
Secure annual memberships to the TDN	<ul style="list-style-type: none"> • VEC to draft membership agreement for TDN, including rights and responsibilities, benefits, governance structure, and costs • Members to review roles, governance structure and financial & time commitment • Members to secure internal buy-in to join the network, articulate reasons for joining 	Signed annual membership agreements	TDN Founding Member Meeting: June 1 st , 2019
Select consultant team(s) to support the TDN	<ul style="list-style-type: none"> • VEC to develop RFP for consultant services to support TDN, including intake process design, challenge mapping, promotion, outreach & web development services • VEC to select consultant team, negotiate terms of engagement, and sign contract • Optional: Members can opt-in to review RFP scope of work and selected consultant approach 	Secured consultant team(s) to support TDN, including consultants in member support roles, web development, and communications	TDN Consultant Contract Review: June 1 st , 2019
Build TDN Member capacity to maximize benefits from the program	<ul style="list-style-type: none"> • VEC, Members & Consultant Team to co-create member-specific project intake, implementation, and oversight processes • Members to identify priority challenges and pain points for technology adoption 	Internal accountability structures, and process design/intake established at Member organizations	Member onboard meetings complete: July 30 th , 2019
Develop challenge briefs for TDN Members	<ul style="list-style-type: none"> • VEC to work with consultant team to synthesize Member challenges and articulate them for first call for innovation • Members to review challenge briefs and profile pages for accuracy 	Complete Member profile pages and challenge briefs ready for distribution	Online challenge pages & Member profile pages go live: Sept 15 th , 2019
Finalize communications, promotion, and outreach strategy	<ul style="list-style-type: none"> • VEC to develop public relations, media and social media strategy for launching first round of TDN challenges • VEC to identify critical events, audiences, and messages for TDN promotion • Members to review communications, promotion, and outreach strategies and fill gaps or add key contacts 	Communications, promotion & outreach strategy for TDN to end of 2020	TDN launch announcement locally & internationally: Sept 15 th , 2019

TDN PROJECT PLAN: PHASE 2

Network Activation

Objectives	Activities	Deliverables	Milestones
Launch online portal for the TDN	<ul style="list-style-type: none"> • VEC to complete and launch website for the TDN including Member profiles, challenge briefs, and application intake forms 	TDN website up and running	Website goes live: Sept 15 th , 2019
Promote TDN Member challenges to innovators	<ul style="list-style-type: none"> • VEC to promote participation in TDN projects through events, personalized outreach, and communications with peers in other cities • Members to identify prospective companies they would like to see apply 	Applications completed for TDN demonstration projects	Event 1: Oct, 2019 Event 2: Oct, 2019
Evaluate demonstration project proposals	<ul style="list-style-type: none"> • VEC to review submissions and conduct initial due diligence on project proposals • Members to review VEC shortlist of submissions for initial fit 	Shortlist developed for TDN demonstration projects	Shortlist of Project Proposals to TDN Members: Nov 15 th , 2019
Host first Grizzly Dens to select priority projects	<ul style="list-style-type: none"> • Members to organize Grizzly Dens and evaluate project potential • VEC and consultant to support contract development 	Project pipeline confirmed for TDN Members	Grizzly Dens: Jan 15 th , 2020

About the Grizzly Dens

The Grizzly Dens concept is modelled on the popular Dragon's Den format of business adjudication before a panel of experienced judges – in the case of the City of Vancouver it is Department General Managers. VEC has played with the format in several contexts, including at GLOBE Series and Cascadia Innovation conferences. VEC has also facilitated several “Reverse Pitch” sessions, where challenges, rather than solutions, are the ones being pitched to an audience of local and international innovators.

TDN PROJECT PLAN: PHASE 3

Evaluation & Expansion

Objectives	Activities	Deliverables	Milestones
Evaluate Project Progress & Troubleshoot	<ul style="list-style-type: none"> Members to identify priority projects, progress in developing project parameters and contracts, and any other outstanding concerns VEC will help Members identify advisors to help navigate project challenges 	Project advisors identified as needed	TBD
Program Reporting & Refinement	<ul style="list-style-type: none"> VEC to report back to all members on program outcomes to date, including successes, challenges and proposed changes 	Program Report distributed to all Members and Supporters	All Member Meeting: March 1 st , 2020
Member Renewal & New Member onboarding	<ul style="list-style-type: none"> VEC to recruit additional Members for the second year of the program Members can renew agreement with VEC to continue engagement in the program 	2020-2021 Membership Agreements Signed Program Report	Year 2 TDN Membership Secured: March 31 st , 2020

Metrics

Measuring Success

While the success of each TDN demonstration project will be measured by its own relevant metrics, the following metrics will be used to measure the economic impact of the TDN across the region:

- Number of **new companies** landed in Vancouver as a result of the program
- Amount of **money invested** in participating demonstration companies
- Number of **jobs created** among participating companies during their engagement with the program
- **Environmental performance and impact** of demonstration projects (GHG reductions, waste reductions, etc.)



VANCOUVER
ECONOMIC COMMISSION

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The Vancouver Economic Commission respectfully acknowledges that it is located on the unceded ancestral territories of the Musqueam, Tsleil-Waututh and Squamish nations.



APPENDIX A

GDDP Participants

23

New Green and Digital Jobs

Sales Managers
Engineers | Administrative Staff

\$3M+

Economic Value To Date

Funding | New Clients | Partnerships | Sales | Revenue
Product Enhancements | City Efficiency Improvements
Media Exposure (TV, print, online)

Results

From GDDP Participants

On Removing Obstacles to Innovation

“GDDP eliminates traditional bureaucratic obstacles to innovation at the municipal level. It uniquely allows for pressure to be applied to resolve obstacles that would otherwise vanish the innovator into the “you don’t specifically fit this criteria, go away” category. This is critical to the program working. Without this external lever, innovation collapses to zero over time.”

Jason Harmer
CEO | Get Workers

On Access to Innovation

“Nano-Lit Technologies was accepted into VEC’s Green & Digital Demonstration Program in December 2016. VEC’s speed, ability to facilitate high level engagement, and willingness to act as a catalyst for innovation, led directly to us relocating from Europe and incorporating in BC. As a result, we have been able to accelerate production and assembly of our first product.”

Sarah Morgan
Founder & CEO | Nano-Lit

GDDP OUTCOMES

Building on Success

Innovator	Product Description	Asset/ Department	Media & Case Studies
TSO Logic tsologic.com	Data centre energy management software	IT Department	News Release
BokoEco bokoeco.com	Natural probiotic product for odour reduction	Carnegie Centre	Case Study
Portable Electric portable-electric.com	Volt-Tech batteries generator	Canada 150 Event	VEC Blog Post 21st Century Fox Metro News
GetWorkers crewdriverapp.com	Staff booking tool that automates shift scheduling (using SMS)	City Staff	VEC Blog Post
Nanozen tsologic.com	Air quality monitoring equipment	Works Yard	<i>Coming Soon</i>
Nano-Lit Technologies nano-lit.com	Quantum-dot LED lighting product	City Building	VEC News Release
TZOA tzoa.com	Air quality monitor for HVAC systems	City Hall	VEC Blog Post
LoopShare loopscooters.com	E-scooter share system that incorporates telematics functionality	City Staff	Daily Hive CBC News Business in Van.
Thompson Power thomsonpower.com	Energy efficiency controls for vehicles	Asset Transfer (to BCIT)	<i>Coming Soon</i>
Smart Share smartshareparking.com	IoT smart parking analytics	City Streets	<i>Coming Soon</i>
Picotera picotera.co	Smart digital earmuffs	City Staff	<i>Coming soon</i>
VeloMetro velometro.com	Enclosed electric enabled bicycle	City Staff	News Release Metro News National Observer 24 Hours
Hyperlight Systems hyperlight.systems	IoT fullness sensors for waste bins	Engineering	<i>Coming Soon</i>