



## **REQUEST FOR QUOTATIONS**

**Title:**                      **Software and Implementation Services, Supply and Delivery  
of Automatic Vehicle Location (AVL) Solution and Services**

**Reference No.:**        1220-040-2016-076

## **FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

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## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

### 2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

#### (a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca).

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

#### (b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager  
at the following location:

Address: Surrey City Hall  
Finance & Technology Department – Purchasing Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

### **3. DATE**

The City would prefer to receive Quotations on or before July 22, 2016. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

### **4. INQUIRIES**

All inquiries related to this RFQ should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2016-076

### **5. ADDENDA**

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

### **6. NO CONTRACT**

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

### **7. ACCEPTANCE**

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Quotation by the City may be by fax or pdf email.

## **8. CONTRACTOR'S EXPENSES**

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

## **9. CONTRACTOR'S QUALIFICATIONS**

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

## **10. CONFLICT OF INTEREST**

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

## **11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS**

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

## **12. CONFIDENTIALITY**

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## **13. SIGNATURE**

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and

each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

#### **14. MULTIPLE PREFERRED CONTRACTORS**

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Contractors to perform a portion or portions of the Goods and Services as described in Schedule A. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more agreements with one or more Contractors.

#### **15. PRESENTATIONS AND PRODUCT DEMONSTRATIONS**

At the City's discretion, Contractors who receive high scores after the initial review of Quotations may be required to provide presentations and/or product demonstrations at the City's offices. If presentations and/or demonstrations are required, Contractors will be offered alternative dates from which to select. Contractors may also be provided with scripted product demonstration scenarios on which to base their product demonstrations in order to assure an objective comparison among Contractors' proposed solutions. The City may require Contractors to use actual City data in order to assure an objective comparison among Contractors' proposed solutions. The City reserves the right, at its own cost, to record (audio and/or video) all presentations and/or product demonstrations.

The City states a strong preference to see the project manager and other key assigned project staff conduct the demonstrations. In fact such participation may affect Contractor's evaluation. The City's objective is to discern the Contractor's proposed project staffs' familiarity with the solution and their ability to explain, communicate, converse, and interact with City staff. While respecting the role of sales and marketing staff in the sales process, the City is most interested in interacting with key project members.

In addition, visits to existing Contractor customer sites that are running the proposed solution in production may be conducted by City staff.

The City reserves the right not to conduct Contractor presentations, product demonstrations, and/or customer site visits.

SCHEDULE B – ATTACHMENT 1



TECHNOLOGY AGREEMENT FOR SOFTWARE LICENSE AND  
SOFTWARE as a SERVICE (SaaS)

between

CITY OF SURREY

and

<<INSERT NAME OF CONTRACTOR>>

for

SUPPLY AND DELIVERY OF AUTOMATIC VEHICLE  
LOCATION (AVL) SOLUTION AND SERVICES

Reference No.: 1220-040-2016-076

(GENERAL SERVICES)

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**DRAFT AGREEMENT – SOFTWARE as a SERVICE: SUPPLY AND DELIVERY OF AUTOMATIC  
VEHICLE LOCATION (AVL) SOLUTION AND SERVICES**

This Agreement is effective [MONTH] [DATE], [YEAR] ("Effective Date").

AGREEMENT #1220-040-2016-076

**BETWEEN:**

**CITY OF SURREY**

13450 - 104<sup>th</sup> Avenue  
Surrey, British Columbia, Canada, V3T 1V8

(the "City")

**OF THE FIRST PART**

**AND:**

*(Insert Full Legal Name/Address of Contractor)*

(the "Contractor")

**OF THE SECOND PART**

**RECITALS**

**WHEREAS:**

- A. The Contractor has developed and owns the copyright and all other proprietary rights pertaining to and subsisting in certain computer programs and related documentation generally as set out in Schedule A [Technical and Functional Specifications]; and
- B. The Contractor desires to sell, transfer, convey, and deliver such programs and documentation, including all rights subsisting in them, to the City; and
- C. The City desires to acquire such computer programs and documentation from the Contractor.

**THEREFORE** in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

- 1.1.1 Whenever used in this agreement, any schedules, appendices, or addenda to this agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this agreement are defined in the context in which they are used.
  - (a) "**Agreement**" means this Cloud Computing Services Agreement between City and Contractor, inclusive of all schedules, attachments, addenda and other documents incorporated by reference;

- (b) **"City Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement.
- (c) **"City Representative"** (or designate) who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of the agreement including but not limited to receive security incident or breach notification;
- (d) **"Confidential Information"** has the meaning set out in section 14.1;
- (e) **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of the City to access the Data;
- (f) **"Dispute"** has the meaning set out in section 26.1;
- (g) **"Documentation"** has the meaning set out in section 2.4;
- (h) **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers;
- (i) **"Fees"** has the meaning set out in section 7.1;
- (j) **"Indemnitees"** has the meaning set out in section 10.1;
- (k) **"Intellectual Property Rights"** has the meaning set out in section 16;
- (l) **"Invoice"** has the meaning set out in section 7.2.1(a);
- (m) **"Marks"** has the meaning set out in section 2.5;
- (n) **"Personal Information"** means recorded information about an identifiable individual, and any other types of information that, alone or in combination, would reveal the identity of a particular individual, other than business contact information.
- (o) **"Services"** has the meaning set out in section 2.1;
- (p) **"Software-as-a-Service"** (SaaS) shall mean both the Software and Services provided by the Contractor to the City under this Agreement;
- (q) **"Software"** means the Software or Program(s) to be provided by the Contractor to the City under this Agreement;
- (r) **"Subscription Fee"** shall mean the reoccurring fee paid to the Contractor as compensation for continued use of the Software as a Service;
- (s) **"Support Services"** shall mean any help, support, setup, installation, or other assistance as described in Schedule A – Technical and Functional Specifications; and
- (t) **"Third Party"** means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.

## **1.2 Schedule**

1.2.1 The following attached Schedules are a part of this Agreement:

- (a) Schedule A – Scope of Services;
- (b) Schedule A-1 – Technical Specifications;
- (c) Schedule B – Quotation; and
- (d) Schedule C – Additional Terms and Conditions – Privacy Protection Schedule.

## **2. SERVICES**

### **2.1 Services**

2.1.1 This Agreement sets forth the terms and conditions under which the Contractor agrees to license certain hosted “software as a service” (SaaS) and provide all other services, data import / export, monitoring, support, backup and recovery, and training necessary for City’s productive use of such software, as further set forth in Schedule A, attached. The City shall perform its responsibilities set forth in the same Schedule A. Contractor agrees to work with the City to ensure proper change management and assist in identifying any required technology upgrades within the City’s network in support of this implementation. Contractor and the City shall use commercially reasonable efforts to fulfill their respective obligations in a timely manner in order to achieve the agreed milestones and dates set forth in Schedule A (the “Technical and Functional Specifications”).

Authorized Users. Unless otherwise limited in Schedule A, City and any of its employees, agents, contractors, suppliers of services or other designated users that have a need to use the Services for the benefit of the City shall have the right to operate and use the same. As part of the Services, City shall have the responsibility for all user identification and password change management.

Non-exclusivity. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor hereunder.

2.1.2 The City acquires the right to use the Services acquired under this Agreement at any location under the direct control of the City.

2.1.3 Contractor agrees to extend the terms and conditions of this Agreement, including pricing, to all current and future City locations at their request.

### **2.2 Amendment of Services**

2.2.1 The City may from time to time, by written notice to the Contractor, make changes in the scope of the Services.

2.2.2 If Contractor eliminates any functionality of any of the Services provided under this Agreement and subsequently offers that functionality in other or new products (whether directly or indirectly through agreement with a Third Party), then the portion of those other or new products that contain the functions in question, or the entire product if the functions cannot be separated out, shall be provided to City at no additional charge and under the terms of this agreement, including technical support. If Contractor incorporates the functionality of the Services provided under this agreement into a newer product and continues to offer both products, City may, in its sole discretion, exercise the option to upgrade to the newer product at no additional cost.

## **2.3 Standard of Care**

- 2.3.1 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing Services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

## **2.4 Documentation**

- 2.4.1 Documentation shall mean, collectively: **(a)** all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; **(b)** all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; **(c)** any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and **(d)** the results of any presentations or tests provided by Contractor to City.

## **2.5 Marks**

- 2.5.1 Marks shall mean the trademarks and/or trade names of Contractor as licensed to City hereunder.

## **2.6 Service Levels**

- 2.6.1 Contractor represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services. Refer to Schedule B, Section B-1 – Service Level for service level details.
- 2.6.2 Contractor represents and warrants that the Services will be operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or Downtime percentage will be not more than .01%.
- 2.6.3 If the Services availability falls below 99.99% in any month, Contractor shall provide City with a credit of that month's bill for Services according to the table below.

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

- 2.6.4 Contractor shall provide City with any credits resulting from all unachieved service levels in the form of a check provided to City no later than the tenth (10th) business day of the month following the month in which the service levels was not achieved.
- 2.6.5 Contractor shall provide City with monthly reports documenting its compliance with the service levels detailed herein. Reports shall include, but not be limited to, providing the following information:
- a) Monthly Services availability by percent time, dates and minutes that Services were not available, and identification of months in which agreed upon service levels were not achieved; and

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

2.6.6 City retains the right to use a Third Party to validate Supplier's performance in meeting agreed upon service levels.

## **2.7 Training**

2.7.1. Contractor shall provide City with training for the purposes of understanding and using the Services ("Training Services"). Training Services will be provided by Contractor as detailed below at no additional cost to City. Training Services will be provided by Contractor at City at mutually agreeable dates and times, but prior to the Effective Date of this Agreement.

2.7.2 The City reserves the right to video and/or audio tape any and all training sessions, whether held at the City or the Contractor's site, or via teleconference. Use of such training tapes shall be strictly for City staff training purposes.

## **2.8 Warranties, Representations and Covenants**

2.8.1 City shall have the right to discontinue use of the Services for any reason and shall receive a full refund of all payments, for a period of ninety (90) calendar days after the Services Commencement Date (the "Warranty Period").

2.8.2 Services Warranty. Contractor represents and warrants that the Services provided to City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation. Contractor shall offer City warranty coverage equal to or greater than that offered by Contractor to any of its customers.

2.8.3 Contractor's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.

2.8.4 Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

2.8.5 In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to City, to: (a) restore and/or reconstruct any and all Data lost by City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

2.8.6 Intellectual Property Warranty. Contractor represents, warrants and agrees that: Contractor has all Intellectual Property Rights necessary to provide the Services to City in accordance with the terms of this Agreement; Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Contractor by any Third



Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

- 2.8.7 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall survive the expiration or termination of this Agreement.
- 2.8.8 Third Party Warranties and Indemnities. Contractor will assign to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 2.8.9 Date/Time Change Warranty. Contractor represents and warrants to City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. Contractor must repair any date/time change defects at Contractor's own expense.
- 2.8.10 Most Favoured Customer Warranty. Contractor represents and warrants and agrees that the Services and other fees stated herein are and shall be the lowest fees the Contractor charges any of its other customers. In any case where City fees are found to be higher, then the Contractor will provide City with a retroactive refund for any overpayment.
- 2.8.11 The warranties set forth above are in lieu of all other warranties, express or implied, with regard to the services pursuant to this agreement, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.
- 2.8.12 Errors and Omissions: Correction. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, statement of work, and other services furnished by or on behalf of the Contractor under this Agreement. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, statement of work, and/or other Contractor services immediately upon notification by the City. The obligation provided for in this section with respect to any acts or omissions during the Term of this Agreement shall survive any termination or expiration of this Agreement and shall be in addition to all other obligations and liabilities of the Contractor.

## **2.9 Software Upgrades and Enhancements**

Contractor shall supply:

- (a) at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers;
- (b) at no additional cost interface modules that are developed by Contractor for interfacing the Software to other Software products; and
- (c) at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to City.

Unless otherwise mutually agreed to in writing, the Contractor shall maintain any and all Third party Software products at their most current version and at no additional charge. However, the

Contractor shall not maintain any Third-party Software versions, including one version back, if any such version would prevent the City from using any functions, in whole or in part, or would cause deficiencies in the system. If implementation of an upgrade to a Third-party Software product requires personnel in addition to the staff proposed in the Response for the Hosted Services, the City and the Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, any additional charges to be paid by the City for such upgrade. Any additional costs that are charged by a Third-party Software manufacturer for an upgrade to a Third-party Software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Contractor.

### Enhancements

The Contractor shall provide the City with all Enhancements and associated documentation that are provided as general releases to the Software, in whole or in part, as part of the hosted Services. Such Documentation shall be adequate to inform the City of the problems resolved including any significant differences resulting from the release which are known by the Contractor. The Contractor warrants that each such Enhancement general release shall be tested and perform according to the Specifications. The Contractor agrees to correct corrupted Data that may result from any System Deficiency introduced by the Enhancement at no cost to the City. Enhancements to correct any Deficiency shall be provided to the City at no additional cost and without the need for a work order. Should the Contractor not be able to correct the hosted system so that it complies with the specifications in the Statement of Work and/or Service Level Agreement, to the City's reasonable satisfaction in a timely manner, the City may terminate this Agreement.

## **3. TIME**

- 3.1 Time is of the essence.

## **4. TERM**

- 4.1 The Contractor will provide the Services for the period commencing on September 1, 2016 and terminating on September 1, 2017 (the "Term").

The Term may be extended at the City's sole discretion for up to four (4) one (1) year periods. If the Term is extended, the provisions of the Agreement will remain in force except where amended in writing by the parties.

- 4.2 Any additional Services acquired by City will be co-terminus with the Term of the initially acquired Services.

## **5. PERSONNEL**

### **5.1 Qualified Personnel**

- 5.1.1 The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to provide the Services.

### **5.2 Sub-Contractors and Assignment**

- 5.2.1 The Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City and any attempt to do so shall be void and without further effect.

- 5.2.2 Sub-contractor Disclosure: The Contractor shall identify all of its strategic business partners related to the Services provided under this Agreement, including but not limited to all sub-

contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

### **5.3 Agreements with Sub-Contractors**

- 5.3.1 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

### **5.4 Separation of Duties and Non-Disclosure**

- 5.4.1 The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of the City's data to that which is absolutely necessary to perform job duties.

### **5.5 Right to Remove Personnel**

- 5.5.1 The City shall have the right at any time to require that the Contractor remove from interaction with the City any Contractor representative who the City believes is detrimental to its working relationship with the service provider. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the City's consent.

## **6. LIMITED AUTHORITY**

### **6.1 Agent of City**

- 6.1.1 The Contractor is not and this agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services.

### **6.2 Independent Contractor**

- 6.2.1 The Contractor is an independent Contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in this agreement. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## **7. FEES AND PAYMENT**

### **7.1 Fees**

- 7.1.1 The City will pay to the Contractor the fees as set out in Schedule B (the “Fees”). Payment by the City of the Fees will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.
- 7.1.2 Fees for a particular SaaS server will begin to accrue when the SaaS server is associated with the City’s account.

### **7.2 Payment**

- 7.2.1 The City shall pay for the implementation services, deliverables, initial software and subscription fee, and annual subscription fee as follows:
- (a) The Contractor will submit a monthly invoice (the “**Invoice**”) to the City requesting payment of the portion of the Fees relating to the Services provided in the previous month, and including the following information:
    - (1) an invoice number;
    - (2) the Contractor's name, address and telephone number;
    - (3) the City's reference number for the Services, **PO # \_\_\_\_\_**
    - (4) date(s) of fulfillment and/or date(s) of training and/or date(s) of Transition Assistance;
    - (5) Contractor's list price per unit for each item, applicable discounts, City's price per unit for each item, and extended price;
    - (6) taxes (if any);
    - (7) other applicable charges (if any);
    - (8) payment terms including any available prompt payment discounts;
    - (9) grand total of the Invoice; and
    - (10) Contractor's representative Name, Title, Location and Department.
  - (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
  - (c) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its Final Report to the City;
  - (d) all Fees are payable in Canadian dollars; and
  - (e) no interest will be payable on any overdue accounts.

### **7.3 Payment Schedule**

Implementation and Licensing fees will be paid quarterly with invoicing to occur at the end of the last month of each quarter. Additional fees or ad hoc services will be invoiced in accordance with negotiated arrangements for each service provided.

### **7.4 Invoicing**

- 7.4.1 Invoices will be submitted by the Contractor by mail to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca).

Name: City of Surrey – Parks, Recreation & Culture Department  
Address: 13450 - 104th Avenue  
Surrey, British Columbia V3T 1V8

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for Invoice preparation. The City may request, in writing, changes to the content and format of the Invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

## **7.5 Records**

- 7.5.1 The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Services are complete.

## **7.6 Resolution and Response Time Warranty**

- 7.6.1 The Contractor warrants that all resolution and response times delineated below shall be adhered to as follows, as determined by the City's project manager.

<b>Service Level</b>	<b>Service Standard</b>	<b>Penalty</b>
<b>Level 1:</b> A "Critical" or "Level 1" error renders the software completely unusable or nearly unusable or introduces a high degree of operational risk. No workaround is available that would effectively meet the classification of a level 2 or lower. Until this error is resolved, the software usage is essentially halted.	<p>The Contractor must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution.</p> <p>The Contractor must assign Support or development personnel at the appropriate level to the problem for the problem's expeditious resolution</p> <p>Response to First Call Time Limit – within two (2) hours.</p> <p>Resolution Time Limit – Contractor shall use best efforts to resolve within one (1) day.</p> <p>If the Contractor and City staff are working to resolve a Level 1 support issue at the</p>	<p>For not adhering to Response to First Call Time Limit, the City shall assess a 10%, per incident, penalty, based on the value of the annual support contract.</p> <p>For not adhering to the Resolution Time Limit, the City shall assess a 10%, per day, penalty, based on the value of the annual support contract.</p> <p>Level 1 penalty is to be applied against the support fees payments.</p>

	time that normal support hours end, the Contractor's support representatives must continue to work past the normal support hours to provide what assistance is needed at no additional cost to the City.	
<b>Level 2:</b> A "High" or "level 2" error renders the software consistently unavailable or obstructed, and causes a moderate level of hindrance or risk. Workarounds may be available, but use of the software or performance is acutely degraded and causes continuing operational risk. A moderate number of users are significantly impacted, but overall the software is operational and functional.	<p>Response to First Call Time Limit – within four (4) business hours.</p> <p>Resolution Time Limit – the Contractor shall use its best efforts to resolve within two (2) business days.</p>	<p>For not adhering to Response to First Call Time Limit, the City shall assess a 7.5%, per incident, penalty, based on the value of the annual support contract.</p> <p>For not adhering to the Resolution Time Limit, the City shall assess a 7.5%, per day, penalty, based on the value of the annual support contract.</p> <p>Level 2 penalty is to be applied against the support fees payments.</p>
<b>Level 3:</b> A "Low" or "Severity 3" error has a small degree of significance, or is a minor operational or configuration issue, or is a "one off" case. A "one off" case occurs when the error occurs infrequently and cannot be replicated easily. These are errors that do not impact the daily use of the software. A low error is something does not affect normal use, and can be accepted for a period of time, but user would eventually want to be fixed.	<p>Response to First Call Time Limit – within one business day.</p> <p>Resolution Time Limit – the Contractor shall use its best efforts to resolve within three (3) business days.</p>	<p>For not adhering to Response to First Call Time Limit, the City shall assess a 5%, per incident, penalty, based on the value of the annual support contract.</p> <p>For not adhering to the Resolution Time Limit, the City shall assess a 5%, per day, penalty, based on the value of the annual support contract.</p> <p>Level 3 penalty is to be applied against the support fees payments.</p>

## **7.7 Non-Residents**

- 7.7.1 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
  - (b) the amount required under applicable tax legislation.

## **8. CITY RESPONSIBILITIES**

### **8.1 City Information**

- 8.1.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information which the City has in its files that relate to the delivery of the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

### **8.2 City Decisions**

- 8.2.1 The City will in a timely manner make all decisions required under this agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

### **8.3 Notice of Defect**

- 8.3.1 If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review Contractor's performance of the Services.

## **9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION**

- 9.1 Contractor shall indemnify, defend and hold City harmless from any and all actions, proceedings, or claims of any type brought against City alleging that the Services and/or Documentation or City's use of the Services and/or Documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party. Contractor agrees to defend against, and hold City harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. City shall, after receiving notice of a claim, advise Contractor of it. City's failure to give Contractor timely notification of said claim shall not effect Contractor's indemnification obligation unless such failure materially prejudices Contractor's ability to defend the claim. City reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.
- 9.2 If the Services and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Services and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, and City's use of the Services and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Contractor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for City the right to continue using the Services and/or Documentation free of any liability for infringement or violation; (b) modify the Services and/or Documentation, or parts thereof, with non-infringing Services

and/or Documentation of equivalent or better functionality that is reasonably satisfactory to City; or (c) replace the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to City.

- 9.3 Contractor shall have no obligation to indemnify City for a claim if: (a) City uses the Services in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) City's use of the Services in combination with any product or system not authorized, approved or recommended by Contractor and such combination is the cause of the infringement or misappropriation.
- 9.4 No limitation of liability set forth elsewhere in this Agreement is applicable to the Intellectual Property Infringement Indemnification set forth herein.

## **10. INSURANCE AND DAMAGES**

### **10.1 Indemnity**

- 10.1.1 The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 10.1.2 City hereby agrees to indemnify and hold Contractor and its affiliates, sub-contractors and agents (and each of their respective shareholders, officers, directors, employees and Contractors) harmless from and against any and all third party claims and resulting losses and damages including, but not limited to, reasonable legal fees, fines and expenses, resulting from, relating to or arising out of (i) any breach of the terms and conditions of this Agreement by City or (ii) the negligence or willful misconduct of the City or its directors, officers, employees, or agents.

### **10.2 Survival of Indemnity**

- 10.2.1 The indemnity described in sections 10.1.1 and 10.1.2 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

### **10.3 Limitation of Liability**

- 10.3.1 In no event shall either party be liable for any loss of data, procurement costs, loss of profits, loss of use or for any other consequential, indirect, exemplary, special or incidental damages arising under or in connection with this Agreement, even if the other party has been advised of the possibility of such damages.

### **10.4 Contractor's Insurance Policies**

- 10.4.1 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and



severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators' liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) professional errors and omissions insurance in an amount not less than one million (\$1,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and
- (c) technology, professional liability, data protection, and/or cyber liability insurance policy(ies) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance of this Agreement as well as all Contractor costs, including damages it is obligated to pay City or any Third Party, which are associated with any Security Breach (as hereafter defined) or loss of City Data, regardless of cause (including, without limitation, Contractor negligence or gross negligence and unlawful Third Party acts). Costs to be covered by this insurance policy shall include without limitation: (i) costs to notify individuals whose Data was lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to individuals whose Data was lost or compromised; (iii) costs associated with Third Party claims arising from the Security Breach or loss of Data, including litigation costs and settlement costs; and (iv) any investigation, enforcement or similar miscellaneous costs. Such insurance shall provide coverage for up to five million (\$5,000,000). For the purposes of this Section, "Security Breach" means: (i) the failure by Contractor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Supplier of: (a) City Data in any format or (b) Third Party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (ii) an unintentional violation of Contractor's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (iii) any other act, error, or omission by Contractor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of City Data.

## **10.5 Insurance Requirements**

- 10.5.1 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

## **10.6 Contractor Responsibilities**

- 10.6.1 The Contractor acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from

responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

#### **10.7 Additional Insurance**

10.7.1 The Contractor shall place and maintain, or cause any of its sub-contractor to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

#### **10.8 Waiver of Subrogation**

10.8.1 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

### **11. TERMINATION**

#### **11.1 By the City**

11.1.1 The City for any reason may with 90 days written notice to the Contractor terminate this agreement before the completion of the Term, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

#### **11.2 Termination for Cause**

11.2.1 The City may terminate this agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

11.2.2 If the City terminates this Agreement as provided by this Section, then the City may:

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
- (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

### **11.3 Curing Defaults**

- 11.3.1 If either party is in default of any of its obligations under this Agreement, then either party may without terminating this Agreement, upon thirty (30) days written notice to the defaulting party, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the defaulting party. Nothing in this Agreement will be interpreted or construed to mean that the non-defaulting party has any duty or obligation to remedy any default of the defaulting party. Parties agree to act reasonably and diligently to remedy issues.

## **12. APPLICABLE LAWS**

### **12.1 Applicable Laws**

- 12.1.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.

### **12.2 Codes and By-Laws**

- 12.2.1 The Contractor will provide the Services in full compliance with all applicable laws and regulations.

### **12.3 Interpretation of Laws**

- 12.3.1 The Contractor will, as a qualified and experienced professional, interpret laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

## **13. DATA PRIVACY**

- 13.1 The Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for City's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 13.2 All City Data will be stored on servers located solely within Canada.
- 13.3 The Contractor will provide access to City Data only to those Contractor employees, contractors and subcontractors who need to access the Data to fulfill Contractor obligations under this Agreement. The Contractor will ensure that, prior to being granted access to the Data, Contractor staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.
- 13.4 To assist the City in meeting its confidentiality and disclosure of information obligations, the Contractor will implement, maintain, and use appropriate and sufficient administrative, technical, and physical security measures to protect the confidentiality and integrity of all electronically maintained or transmitted City data. Contractor will protect said data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

## **14. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

### **14.1 No Disclosure**

- 14.1.1 Except as provided for by law or otherwise by this Agreement, the Contractor and the City will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor and the City as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the Contractor and the City, publish, release, disclose or permit to be disclosed any such information, (the "Confidential Information") to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

### **14.2 Freedom of Information and Protection of Privacy Act**

- 14.2.1 Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law including data storage in Canada.

### **14.3 Return of Property and City Data**

The Contractor agrees to return to the City all of the City's property including any and all data at the completion of this Agreement, including any and all copies and/or originals of reports provided by the City.

## **15. SECURITY**

### **15.1 Security**

The Contractor shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor. For example: virus checking and port sniffing – the City and the Contractor shall understand each other's roles and responsibilities. The Contractor and the City recognize that security responsibilities are shared. The Contractor is responsible for providing a secure application services and/or infrastructure within the context of the services being provided to the City. The City is responsible for securing City owned and operated infrastructure. Specific shared responsibilities may be identified within Schedule B, Section B-1 – Service Level.

### **15.2 Access to Data, Security Logs and Reports**

The Contractor shall provide reports to the City in a format as specified in the SLA agreed to by both the Contractor and the City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this Agreement.

#### **15.2.1 Import and Export of Data**

The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the City to import or export data to/from other service providers.

### **15.3 Security Incident or Data Breach Notification**

The Contractor shall inform the City of any security incident or data breach.

- (a) Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law

or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of the Contractors communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement;

- (b) Security Incident Reporting Requirements: The Contractor shall report a security incident to the City contact identified in this Agreement immediately as defined in Schedule B, Section B-1 – Service Level; and
- (c) Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the Contractor shall **(1)** notify the appropriate City contact(s) within 24 hours or sooner, unless shorter time is required by applicable law, and **(2)** take commercially reasonable measures to address the data breach in a timely manner.

#### **15.4 Data Breach Responsibilities:**

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

- (a) The Contractor, unless stipulated otherwise, shall immediately notify the appropriate public jurisdiction identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident;
- (b) The Contractor, unless stipulated otherwise, shall promptly notify the appropriate public jurisdiction identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall **(1)** cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, **(2)** promptly implement necessary remedial measures, if necessary, and **(3)** document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary;
- (c) Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with **(1)** the investigation and resolution of the data breach; **(2)** notifications to individuals, regulators or others required by law; **(3)** a credit monitoring service required by law; **(4)** a website or a toll-free number and call center for affected individuals and **(5)** complete all corrective actions as reasonably determined by service provider based on root cause; all **[(1) through (5)]** subject to this contract's limitation of liability.

#### **15.5 Data Protection**

Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

- a) The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind;
- (b) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in Schedule B, Section B-1 – Service Level, or otherwise made a part of this agreement;

- (c) Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The public jurisdiction shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this agreement;
- (d) At no time shall any data or processes — that either belong to or are intended for the use of the City or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City; and
- (e) The Contractor shall not use any information collected in connection with the service issued from this agreement for any purpose other than fulfilling the service.

## **15.6 Data Ownership**

All data obtained by the Contractor in the performance of this agreement shall become and remain the property of the City.

## **15.7 Data Destruction**

The Contractor acknowledges and agrees that, upon termination or expiry of this Agreement, or at any time during the term of this Agreement at the City's request, all City data in the possession of the Contractor shall be destroyed using a "Purge" or "Destroy" method, as defined by NIST Special Publication 800-88, such that ensures that data recovery is infeasible.

The Contractor agrees to provide a "Certificate of Sanitization/Disposition" for each piece of media that has been sanitized which includes, at a minimum, the following information:

- Type of Media Sanitized
- Description of Sanitization Process and Method Used
- Tool Used for Sanitization
- Verification Method
- Date of Sanitization
- Signature of Contractor

## **16. INTELLECTUAL PROPERTY RIGHTS**

16.1 Intellectual Property is owned by the applicable content owner and, except as expressly set out herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's Intellectual Property. For greater certainty:

- (a) The City acknowledges that the Contractor retains all right, title and interest in the Intellectual Property. The City acknowledges that it does not, by virtue of receiving a license to use the Intellectual Property, acquire any proprietary rights therein, other than the limited rights granted in this Agreement. The Contractor warrants that it is the sole owner of the Intellectual Property; and
- (b) The Contractor acknowledges that the City retains all right, title and interest in the City's Intellectual Property. The Contractor acknowledges that it does not, by virtue of receiving a license to use the City's Intellectual Property in order to customize the Intellectual Property, acquire any proprietary right to the City's Intellectual Property, other than the limited rights granted under this Agreement. The City warrants that it owns the Intellectual Property that it provides to the Contractor for the purpose of customizing the Intellectual Property.

16.2 Neither party may transfer or assign its rights and obligations under this Agreement without first obtaining the other party's prior written consent.

16.3 Upon termination or expiry of this Agreement, all licenses granted in this Agreement shall be revoked and the Contractor shall remove the City's Intellectual Property from the software.

## **17. PROTECTION OF PERSONAL INFORMATION**

- 17.1 The Contractor acknowledges that in the course of providing the Services, the Contractor may receive personal information, which is defined as recorded information about an identifiable individual, other than business contact information.
- 17.2 The Contractor shall protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal.
- 17.3 The Contractor shall not disclose the personal information to any person, shall not allow any person access to the personal information, and shall not use the personal information for any purpose, except for the purpose of providing the Services.
- 17.4 Unless the City otherwise directs in writing, the Contractor must not store personal information outside of Canada or permit access to personal information from outside Canada.
- 17.5 If the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the City. The phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time (the "Act").
- 17.6 The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider. For the purposes of providing the Goods and Services, the Contractor agrees that it is subject to the Act as if it were a public body.
- 17.7 The Contractor acknowledges and agrees that, upon termination or expiry of this Agreement, all personal information in the possession of the Contractor shall be destroyed and the Contractor agrees to provide notice in writing to the City confirming that this destruction of personal information has occurred.
- 17.8 If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Agreement regarding personal information, the Contractor must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.
- 17.9 Any reference to the Contractor includes any sub-contractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such sub-contractors and agents comply with these provisions regarding personal information.
- 17.10 These obligations of the Contractor will survive the termination of this Agreement.
- 17.11 Without limiting the application of the provisions contained in this Article, the parties agree to be bound by the terms and conditions contained in Schedule 1 to this Agreement.

## **18. DATA SECURITY AND INTEGRITY**

- 18.1 All facilities used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Contractor's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the Data involved.
- 18.2 Without limiting the foregoing, the Contractor warrants that all City Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) at an encryption level equivalent to or stronger than 128-bit AES encryption. Further, the Contractor warrants that

all City Data will be encrypted while in storage at an encryption level equivalent to or stronger than 256-bit AES encryption.

- 18.3 Contractor shall at all times use industry-standard and up-to-date security controls, technologies and procedures including, but not limited to firewalls, strong authentication, anti-malware protections, intrusion detection and prevention, regular patch management and vulnerability scanning, security event logging and reporting, and transport and storage encryption in providing the Services under this Agreement.
- 18.4 Contractor will configure the Services to filter spam while permitting communications from Third Party Internet Protocol addresses identified by City as legitimate, as specified in SCHEDULE A.
- 18.5 Prior to the effective date of this Agreement, Contractor will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:
- (a) Audit of Contractor's security policies, procedures and controls;
  - (b) Certification under (SOC) 2 Type 2 attestation, ISO/IEC 27001/27002/2701 or equivalent third party certification;
  - (c) A vulnerability scan, performed by a City-approved Third Party, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement; and
  - (d) A formal penetration test, performed by a process and qualified personnel approved by City, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 18.6 Contractor will provide City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 18.7 Based on the results of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City with written evidence of remediation.
- 18.8 City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within seven (7) business days of Contractor's receipt of such results.

## **19. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA**

- 19.1 Except as otherwise expressly prohibited by law, the Contractor will:
- (a) If required by a court of competent jurisdiction or an administrative body to disclose City Data, Contractor will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
  - (b) Consult with City regarding its response;
  - (c) Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and
  - (d) Upon City's request, provide City with a copy of its response.
- 19.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking City Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will supply City with copies of Data required for City to respond within forty-eight (48) hours after receipt of copy from City, and will cooperate with City's reasonable requests in connection with its response.



## **20. DATA COMPROMISE RESPONSE**

- 20.1 Contractor shall report, either orally or in writing, to City any Data Compromise involving City Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed City Data. Contractor shall make the report to City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- 20.2 Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.
- 20.3 Contractor's report discussed herein shall identify: (1) the nature of the unauthorized use or disclosure, (2) the City Data used or disclosed, (3) who made the unauthorized use or received the unauthorized disclosure (if known), (4) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (5) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 20.4 Within five (5) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.
- 20.5 Contractor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
- 20.6 Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without prior written permission from City.
- 20.7 Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to Third Parties whose Data were compromised and to regulatory bodies, law enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

## **21. DATA RETENTION AND DISPOSAL**

- 21.1 Contractor will retain Data in a City's account, including attachments, until the City deletes them or for the time period mutually agreed to by the parties in this Agreement.
- 21.2 Using appropriate and reliable storage media, Contractor will regularly backup City Data and retain such backup copies for a minimum of twelve (12) months.
- 21.3 At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of City Data. Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

- 21.4 Contractor will retain logs associated with City activity for a minimum of twelve (12) months.
- 21.5 Contractor will immediately place a "hold" on Data destruction or disposal under its usual records retention policies of records that include City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City.

## **22. DATA TRANSFER UPON TERMINATION OR EXPIRATION**

- 22.1 Upon termination or expiration of this Agreement, Contractor, or a new owner (s) in the event of a merger, takeover or new partnership, will ensure that all City Data are securely transferred to City, or a Third Party designated by City, within ten (10) calendar days, all as further specified in the technical specifications attached as Schedule A. Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to City Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, Contractor shall provide City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.
- 22.2 Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City access to Contractor facilities to remove and destroy City-owned assets and Data.
- 22.3 Along with the notice described above, Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.
- 22.4 Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to City.
- 22.5 Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

## **23. INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE**

- 23.1 Notwithstanding the Force Majeure provisions contained herein, Contractor shall be responsible for providing disaster recovery Services if Contractor experiences or suffers a disaster. Contractor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than five (5) hours in the event there is a disaster impacting any Contractor infrastructure necessary to provide the Services. Contractor shall maintain the capability to resume provisions of the Services from an alternative location and via an alternative telecommunications route in the event of a disaster that renders the Contractor's primary infrastructure unusable or unavailable. If Contractor fails to restore the Services within five (5) hours of the initial disruption of service, City may declare Contractor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from Third Parties. Contractor shall reimburse City for all costs reasonably

incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment.

- 23.2 In the event of a service outage, Contractor will refund or credit City, at City's election, the pro-rated amount of fees corresponding to the time Services were unavailable.
- 23.3 From time to time it may be necessary or desirable for either the City or Contractor to propose changes in the Services provided. Such changes shall be made to any software used by Contractor to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, and such Enhancements will be implemented by Contractor on a schedule no less favorable than provided by Contractor to any other customer receiving comparable levels of Services.
- 23.4 Contractor will provide City with thirty (30) calendar days prior notice of any times that the Services will be unavailable due to non-emergency maintenance or Enhancements. Contractor will schedule any such times that the Services will be unavailable during. In the event of unscheduled and unforeseen times that the Services will for any reason, except as otherwise prohibited by law, Contractor will immediately notify City and cooperate with City's reasonable requests for information regarding the Services being unavailable (including causes, effect on Services, and estimated duration).
- 23.5 City may suspend or terminate (or direct Contractor to suspend or terminate) an End User's access to Services in accordance with City's policies. City will assume sole responsibility for any claims made by End User regarding City's suspension/termination or directive to suspend/terminate such Services.
- 23.6 Contractor may suspend access to Services by the City immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Contractor's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. The suspension will be lifted immediately once the breach is cured. Contractor may suspend access to Services by City in response to a material breach by City of any terms of use the City has agreed to in connection with receiving the Services. Contractor will immediately notify City of any suspension of City access to Services.
- 23.7 Contractor may suspend access to Services by City in response to an act or omission that poses a significant threat to the security or integrity of Contractor's Services or the network(s) or facilities used to provide the Services. Contractor will provide City with at least fifteen (5) business days advance written notice of intent to suspend and justification for suspension. City will have fifteen (15) business days to review and respond to such notice, and to correct any such action or omission prior to suspension. If City's response resolves the issue to the parties' mutual satisfaction, suspension will not occur. If City is unable to resolve the issue within the stated timeframe, then suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Any such suspension will be lifted immediately once the breach is cured.

## **24. RIGHTS AND LICENSE IN AND TO CITY DATA**

- 24.1 The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to City Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 24.2 All City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.

- 24.3 This Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Agreement.
- 24.4 The City retains the right to use the Services to access and retrieve City Data stored on Contractor's Services infrastructure at any time at its sole discretion.
- 24.5 The Contractor shall agree to support the City to conduct a data export annually for archiving purposes.

**25. WORKERS' COMPENSATION BOARD, AND OCCUPATIONAL HEALTH AND SAFETY**

- 25.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 25.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 25.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 25.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 25.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 25.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

## **26. DISPUTE RESOLUTION**

### **26.1 Dispute Resolution Procedures**

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("**Dispute**") using the dispute resolution procedures set out in this section 26.

**(a) Negotiation**

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

**(b) Mediation**

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

**(c) Litigation**

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **27. JURISDICTION AND COUNCIL NON-APPROPRIATION**

27.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

27.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 90 days after the non-appropriation becomes final. Such termination shall take effect 90 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

## **28. GENERAL**

### **28.1 Entire Agreement**

This Agreement, including the Appendices and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

## **28.2 Amendment**

This Agreement may be amended only by agreement in writing, signed by both parties.

## **28.3 Contractor's Terms Rejected**

In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

## **28.4 Survival of Obligations**

All of the Contractor's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

## **28.5 Cumulative Remedies**

The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

## **28.6 Notices**

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail or email, five calendar days after posting. The addresses for delivery will be as follows:

- |    |                 |   |
|----|-----------------|---|
| a) | The City:       | City of Surrey – Finance & Technology Department<br>13450 - 104 <sup>th</sup> Avenue<br>Surrey, British Columbia, Canada, V3T 1V8 |
|    | Attention:      | Richard D. Oppelt, Purchasing Manager   |
|    | Fax:            | 604-599-0956  |
|    | E-mail:         | <a href="mailto:RDOppelt@surrey.ca">RDOppelt@surrey.ca</a>  |
| b) | The Contractor: | [Company Name]<br>[Street Address], [City], [Province/State] [Postal or Zip Code]   |
|    | Attention:      | [Contact Name/PositionTitle]  |
|    | E-mail:         |   |

## **28.7 Unenforceability**

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

## **28.8 Headings**

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

## **28.9 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

## **28.10 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

## **28.11 Signature**

This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

## **28.12 Force Majeure**

Neither party shall be liable to the other for failure or delay of performance hereunder due to causes beyond its reasonable control. Such delays include, but are not limited to, earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, riots, or civil disturbances. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the event, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

The performing party may terminate or suspend its performance under this Agreement if the non-performing party fails to perform its obligations under this Agreement for more than fifteen (15) consecutive calendar days. City's payment obligations shall be suspended automatically if it is denied access to the Services for more than five (5) hours in any twenty-four (24) hour period.

## **28.13 Enurement**

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

### **CITY OF SURREY**

by its authorized signatory:

\_\_\_\_\_  
<INSERT NAME>

Title/Department

**[Contractor's NAME]**

by its authorized signatory(ies):

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## **SCHEDULE A – SCOPE OF SERVICES**

### **SUPPLY AND DELIVERY OF AN AUTOMATIC VEHICLE LOCATION & SERVICES**

#### **1. SCOPE OF SERVICES**

Software as a Service (SaaS) operating environment, purchased software in a hosted site, and on-premise software will all be considered. Ideally, a single vendor will provide a satisfactory, integrated solution for all systems.

The target date for the “Go Live” is on or before **September 1, 2016**. Any Proponent must be prepared to reach this target date.

The City will provide oversight, but the Contractor must provide the Services. The Contractor also must assist the City with coordinating assignments for City staff, if any, involved in the Services. Additionally, the Contractor must provide all administrative support for its staff and activities.

#### Expected Scope of System

The Contractor is to provide all required software and services to implement the proposed modules for their Automatic Vehicle Location (AVL) Solution and Service. The City expects that it will procure backend technology infrastructure to support the proposed solution independently.

The required modules defined below encompass the core focus of the AVL Solution and Services Software project and will be implemented using a phased approach as recommended by the Contractor.

#### **2. TECHNICAL AND FUNCTIONAL REQUIREMENTS**

- 2.1 The following describes the City’s functional and technical requirements for the supply and delivery of the System. Technological requirements and promotional initiatives have been left unrestricted to accommodate a broad range of potential solutions; however, strong preference may be given to the following features:

#### **DATA MANAGEMENT SYSTEM REQUIREMENTS**

- 2.2 The Contractor's System should meet the following minimum requirements:

- (a) The System shall be intuitive, easy to use, and menu-driven through a graphical user interface;
- (b) The Contractor shall assume responsibility for ensuring that the City receives timely notification of all software updates and patches; and
- (c) The System shall be capable of providing a range of statistical reports, as well as the ability to create personalized City-defined reports. The System shall be capable of saving reports in a variety of formats, including at a minimum Microsoft Excel.



## **PROJECT MANAGER**

2.3 The Contractor shall provide the following:

- (a) The Contractor shall provide a qualified project manager to serve as and be empowered to act as its representative in providing project management services throughout the implementation, commissioning and testing of the System;
- (b) The Contractor's project manager shall be assigned to this project and be available to the City during all major implementation, testing and operational activities;
- (c) The project manager shall also be responsible for:
  - 1) acting as a liaison between other technology partners and the City;
  - 2) coordinating integration with all affected technology partners;
  - 3) coordinating project meetings and providing written minutes of such meetings;
  - 4) providing reports concerning significant events, all work completed since the previous meeting and work to be conducted before the next meeting; and
  - 5) providing information as requested by the City.

## **IMPLEMENTATION PLAN**

2.4 The Contractor's project manager shall provide and commit to a detailed implementation plan covering the integration and implementation of all services needed to make the System fully operational on or before November 1, 2015. This plan should be prepared after consultation with and approval by the City.

## **TESTING & COMMISSIONING**

2.5 All System components provided under the Agreement shall be initialized and tested by the Contractor prior to any final acceptance tests performed by the City or its agents. The Contractor shall:

- (a) Develop all test procedures to verify all System functionalities;
- (b) Provide a test procedures document which shall be submitted to the City for review and comment thirty (30) days prior to a required test; and
- (c) Provide a test period of two weeks commencing on September 1, 2016. During the test period, all functionality of the System shall be verified by a sequence reports replicating actual usage and conditions

## **SUPPORT AND TRAINING**

2.6 The Contractor shall provide the City the necessary support and training resources for implementation and ongoing usage of the System's management/reporting system.

## SCHEDULE A-1 –TECHNICAL SPECIFICATIONS

### TECHNICAL SPECIFICATIONS

The specification herein states the minimum requirements of the City of Surrey. All Quotations must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

#### **1. General Requirements**

1.1	The system must operate in field conditions experienced in the daily operation of all fleet vehicles & equipment involved in the City of Surrey winter maintenance operation. The types of vehicles to be supplied with Automatic Vehicle Location (AVL) units are snow plows, salt spreaders, sidewalk plows, patrol vehicles, service vehicles and yellow iron equipment.
1.2	The AVL control unit shall be mounted securely inside the vehicle's cab and must operate on vehicle electric power (12V or 24V).
1.3	The antenna must be suitable for all equipment mounting (i.e. permanent or magnetic mount) and a suitable cable in varying lengths must be provided.
1.4	The system shall be able to interface to on-board discrete sensor inputs and 3 <sup>rd</sup> party data logging systems (i.e. spreader controller consoles) simultaneously.
1.5	The system shall be able to interface to existing salt spreader control systems including CompuSpread (CS230, CS440, CS550), Dickey John (Control Point, Flex 4), Epoke, Cirus (Spreadsmart, Dual Spread), Force America (5100, 6100), Schmidt Stratos, Accucast, and IQAN system
1.6	The overall system shall be capable of tracking, storing and reporting the movements and actions of a fleet of various vehicle types in real-time. Collection of data shall include all GPS and Telematic Data being collected by the AVL unit.
1.7	Data transmission rates shall be configurable. Some fleets will require real-time reporting (every 10 seconds, 30 seconds, 1 minute). System should have the ability to report on event changes and distance or a combination thereof.
1.8	Event reporting must include turn by turn reporting (i.e. 15 degree change in directional heading causes GPS data to be sent which ensures improved coverage of corners of intersections, ramps, and other critical infrastructure).
1.9	Positional accuracy shall be sub 2.5 meters.
1.10	The GPS receiver must be able to track coarse acquisition code and link one frequency on at least 20 parallel continuous tracking channels with an update rate to be once per second
1.11	Time to first fix shall be 25 seconds for a cold start, 10 seconds for a warm start and 1 second for a hot start for reacquisition after losing signal.
1.12	Standard GPS devices will be equipped with GPS/GLONASS receivers to accelerate time to first fix and provide enhanced location information in challenging environments, such as urban canyons or environments where foliage or bridges block large portions of the sky.
1.13	The software as a service solution must have an up time of minimum 99.5%.
1.14	The system must be compatible with the City of Surrey browser environment.
1.15	The system must be a software as a service platform to allow for future enhancements to be deployed and configured into the system with ease. Must allow for this continuous expansion and scalability.

1.16	The system must be scalable to allow for the addition of partial or full City of Surrey fleet and allow for the management of the full fleet in a single view of the software.
1.17	The system must be accessible from a variety of desktop browsers and mobile devices.
1.18	The system must have a desktop computer version of the software and a mobile version for apple and android devices.
1.19	Vendor must provide an option to place devices on seasonal summery standby mode.
1.20	Vendor must have GPS/AVL experience with Canadian municipal agencies, including Winter Operations and Fleet Management Reporting, for at least 10 years.
1.21	Vendor must have experience implementing GPS/AVL solutions in at least five (5) public sector fleets of 200 or more for deliverables that are similar to this RFP. Please include agency names and contact information in the comments field.

## **2. Administration & Security Requirements**

2.1	System access must require user authentication of username and password.
2.2	The user interface shall present vehicles and permissions provisioned according to the user logged in.
2.3	The system must support multiple authorizations simultaneously from multiple locations.
2.4	Each vehicle on the map should have a unique identifier as determined by the City of Surrey.
2.5	All data collected and data transferred shall be secured from unauthorized access.
2.6	The list of authorized users shall be determined by the City of Surrey.
2.7	System must support provisioning and administration of multiple users and groups of users.
2.8	System must support self-administration of vehicles, users, report scheduling, alert thresholds, dashboard parameters, and vehicle/driver scorecard thresholds for measuring actuals vs. targets.
2.9	The system must provide an option for secure socket layer authentication (SSL/HTTPS).

## **3. Hardware and Firmware Requirements**

3.1	The vendor must offer a wide variety of AVL units to meet the needs for simple tracking through to complex on-board system integrations (i.e. spreader controllers) in order to accommodate the various business requirements for the wide range of vehicles in the City of Surrey fleet. The types of desired units are listed below.
3.1.1	<i>Asset Tracking AVL Unit:</i> Providing one to two location transmissions per day to locate field assets such as portable message signs, generators, and other type of equipment left outside of equipment facilities.
3.1.2	<i>Portable Tracking AVL Unit:</i> Track and trace unit which is used for tracking temporary vehicles or fleets which are frequently rolling over, such as contractors, spare vehicles infrequently used, etc.
3.1.3	<i>Light Duty Vehicle Plug n' Play AVL Unit:</i> Plug and play unit which connects directly to the OBDII port of light duty vehicles providing location along with engine diagnostics data available from the vehicle.
3.1.4	<i>Standard AVL Control Unit (with on-board systems integration functionality):</i> Unit must at a minimum be able to interface to five (5) digital sensor inputs, two (2) dedicated outputs, two (2) RS232 communication Ports, one (1) USB Port, and a CANBus connection.
3.2	Firmware must be remotely upgradeable via wireless interface from a central location requiring no intervention from the City of Surrey other than having the AVL unit turned on.
3.3	Vehicle remote configuration must be capable of logging into the unit to: <ul style="list-style-type: none"> <li>• Set distance and time reporting intervals</li> <li>• Set destinations for data communications</li> </ul>

	<ul style="list-style-type: none"> <li>• Sensor status changes and expansion of devices</li> <li>• Updating or changing the AVL unit's firmware.</li> </ul>
3.4	Must be able to operate on both GSM/GPRS, HSDPA/3G cell networks.
3.5	GPS and telematic data shall be stored on-board the AVL control unit when cellular signal is weak or lost and sent when the cellular connection is regained.
3.6	GPS devices must have internal battery for antenna and power disconnect alerts.

#### **4. Live Data Requirements**

4.1	The software system must be capable of showing vehicles in motion leaving directional tracks or "breadcrumbs" as it travels and showing all operations (GPS & Telematic data) as they occur. Users shall be able to view the above mentioned data for their entire fleet or select a specific vehicle(s).
4.2	The system must have the ability to indicate when the vehicle is not in motion for a length of period.
4.3	System shall have real time alert notifications to immediately send email alerts (i.e. speeding, idle, landmark crossing, etc.) when triggered.

#### **5. Telematics Requirements**

5.1	The equipment must be able to send the collected data automatically to a data warehouse system hosted by the Successful bidder.
5.2	Where multiple equipment and/or wireless data networks are available, the vendor shall choose the equipment and/or network that will supply the highest reporting interval between transmissions sent from the on-board equipment to the database system at equal costs to the City of Surrey. The City of Surrey shall have the option to leverage its existing contract with its wireless carrier.
5.3	The system must allow for additional integration capabilities to on-board discrete sensory interfaces and 3 <sup>rd</sup> party data logging system through RS232 or USB port connections.
5.4	<p>Additional discrete sensor integrations shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Plow Up/Down;</li> <li>• Blade Up/Down;</li> <li>• Spreader On/Off;</li> <li>• Anti-ice On/Off</li> <li>• Lights On/Off;</li> <li>• Broom Up/Down;</li> <li>• PTO Sensors; and</li> <li>• In-Vehicle and Remote Panic Buttons.</li> </ul>
5.5	<p>Winter Data: In addition to the list of existing salt spreader control systems listed in item 1.5, the system shall also be able to integrate to other salt spread control systems such as:</p> <ul style="list-style-type: none"> <li>• CompuSpread (230, 440, 550)</li> <li>• Dickey John (Control Point, Flex 4)</li> <li>• Epoke</li> <li>• Cirus (DualSpread, SpreadSmart)</li> <li>• Force America (5100, 6100)</li> <li>• Component Tech (GL-400, ACS)</li> <li>• Schmidt-Stratos</li> <li>• Accucast</li> <li>• IQAN</li> </ul> <p>For all salt spreader controllers, the data should be collected, stored and reported whenever a change to any of the following fields occurs: solid material type (eg. salt/sand), solid material spread rate, solid</p>

	material spread width, gate setting, blast on/off, pause on/off, liquid material spread rate, prewet on/off, and error status – depending on the availability for the particular spreader controller.
5.6	Fleet Data: The system shall be capable of interfacing to the vehicle's on-board computer to collect the engine data which is available via OBDII/J1979 and the SAE standard J1708/1587, CANBUS, and J1939 networks. If Engine Hours and Odometer values are unavailable from the vehicle's on-board computer the system must be able to calculate virtual Odometer and Engine Hours based on the reporting of the vehicle and GPS distance. It is understood there may be variability in engine data between different makes and models of vehicles.
5.7	Fleet Data: The system shall be capable of reading and transmitting engine diagnostic trouble codes (DTCs). These must be accessible through reporting features of the software, as well as additional options to alert staff (i.e. automated emailing of reports).

## **6. Vehicle Data requirements for Winter Vehicles**

6.1	The salt spreader information shall include: Material Type, Solid/Pre-Wet/Anti-Ice Application Rates & Totals, Air & Road Temperature (if applicable), Spinner Setting, Spread Width, Gate Setting, Blast, Pause, Mode. The system will provide real time spread rates and other information based on information received from the vehicle's spreader control system. If spreader integration is not possible, the unit must have the ability to interface with sensors on the spreader units to determine spreader status (on/off).
6.2	Vendor must be able to provide data from all salt spreader controllers into one report. Users shall be able to select all, multiple, or individual vehicles and date(s) and timeframe for each report. Report shall output at a minimum vehicle ID, date/time, operational time/distance, deadheading time/distance, vehicle total travel time/distance, solid/pre-wet/liquid material totals, average application rates.
6.3	The AVL unit must be able to communicate with equipment sensors installed on the vehicle to report their present status and changes to their status in real-time. The sensors, such as proximity or hydraulic switches, or hydraulic sensors must be able to communicate their status to the equipment with necessary cabling connected to onboard equipment when required.

## **7. User Interface Requirements**

7.1	Users shall be able to view the position of their fleet vehicles at any point of time via multiple web browsers (i.e. Internet Explorer, Chrome, Firefox, Safari, etc.) via a computer or mobile device. The primary display shall be a map view of fleet vehicles and indicate the status of vehicles on when it last reported.
7.2	The System shall have the capability to allow users to drop a pin on the map with click and drag functionality to display all closest vehicles to that location within a specified time and distance.
7.3	The map display shall be such that vehicle position and status automatically update on screen without any input from the end-user, additionally, end-users shall be able to view the status of monitored on-board vehicle equipment with each fix or report.
7.4	The system must provide the ability to query historical activity through the identification of a geographic area, i.e. draw an area around an intersection, highway segment, or residential address to retrieve data records showing any operational activity for a given time period.
7.5	Upon vehicle ignition, the vehicle will automatically report to the system. No operator interface will be necessary to begin transmitting position and sensor data. All information on vehicle status shall be stored and accessible on through an online database.

## 8. Mapping Requirements

8.1	The mapping display shall be Open GIS based and be able to integrate with any static internal GIS databases, external dynamic GIS databases, or third party GIS data sources.
8.2	The system must be able to connect directly to published map services from the City of Surrey's Esri GIS environment.
8.3	The system must be able to incorporate the City of Surrey's GIS data as the mapping interface as well as to be the primary source for geospatial reporting tools.
8.4	State (if any) the specific requirements and/or modifications to the City of Surrey GIS data that needs to be done for the implementation. This can include, but is not limited to: <ul style="list-style-type: none"><li>• Map layers needed for display (e.g. roads, parks, watercourses);</li><li>• Additional required fields in the GIS attribute table (e.g. route number); and</li><li>• Special requests (e.g. line segmentation).</li></ul>
8.5	The system must have the capability to create, edit, and delete landmarks/geofences and be displayed on the map. In addition the Landmarks shall be identified in the reports.
8.6	The system must present the option to view Google Maps, City of Surrey provided maps, and third party published mapping (such as weather radar). The system must allow the user to toggle between each of these maps without closing any other functionality in the system.
8.7	The system must have capability to provide live service level mapping. This functionality must show roads representing different colors associated with service level. For example green is serviced within the last two hours, yellow between two and four hours, red between four and eight hours, etc.  This feature must be made available as an overlay onto any of the combinations of mapping (Google, Esri, other); which updates in near real-time.

## 9. Reporting Requirements

9.1	AVL data shall be accessible on-line for a period of up to 15 months. Data beyond the 15 month period shall be reinstated online and available to the users upon request by the City of Surrey. Data shall be archived indefinitely for easy restoration to the live site, upon request.
9.2	The system shall provide easy to use reporting tools to provide outputs of all telematics data. Reports should have the option of exporting to Excel, PDF, HTML, or other applications. Historical data must be exportable to Excel/CSV for liability and long term storage purposes.
9.3	Reports should be based on a single or group of vehicles or all vehicles.
9.4	The system shall include a playback feature allowing users to review historical data for selected vehicle(s), date(s) and timeframe. This data shall be output in a spatial-map based and/or tabular report. When reviewing the data graphically, there must be a playback feature allowing the user to plot vehicle history on the map.
9.5	Playback history shall include the ability to leave directional tracks or "breadcrumbs" depicting progress and direction along a roadway. This function shall enable the user to view data that has been collected from the vehicle (GPS and telematic data).
9.6	Users shall be able to generate standard reports summarizing vehicle activity by selecting the vehicle(s), date, and timeframe. Information shall include but not be limited to: <ul style="list-style-type: none"><li>• Start/Stop times</li><li>• Idle times</li><li>• Distance Traveled (kilometers or miles)</li><li>• Hours Traveled</li></ul>

	<ul style="list-style-type: none"> <li>• Number of Stops</li> <li>• PTO time usage</li> <li>• Vehicle Status (i.e. stopped, moving, etc.)</li> </ul>
9.7	<p>In addition to standard reports, the system must be capable of generating alert notifications for parameters such as:</p> <ul style="list-style-type: none"> <li>• Speed</li> <li>• Idle time</li> <li>• Geofences</li> <li>• Landmark Stops</li> <li>• Input based exceptions (i.e. Panic buttons)</li> </ul>
9.8	<p>The system shall provide a reporting tool to provide vehicle and material information such as date, time started, time completed, total distance traveled, total distance spread, total dead head distance, material usage, application rate, Liquid usage, liquid application rate, and totals of the above information per snow event/storm.</p>
9.9	<p>Geo Spatial Reporting: The system shall be able to provide spatial reporting utilizing client specific GIS data representing geographic boundaries pertinent to their operations, such as state/county/city boundaries, environmentally protected areas, specific highway or road segments, routes/districts/beats, etc. The reporting shall output activity metrics with respect to time and distance independent and in conjunction with telemetry data and data logged from devices such as spreader controllers.</p>
9.10	<p>Service Level Reporting: A Route Complete Report must be available within the system. It shall provide outputs, both spatial and tabular, to indicate what percentage of roads within a route have been serviced. In addition, there must be parameters available to configure the number of passes and vehicles associated with each pass to consider any route complete. This report must have the capability to be output against any date and time parameter, which is defined by the user.</p>
9.11	<p>Service Level Reporting: Live Service Maps must be available within the system. Road segments must be color coded based on when they were last serviced, i.e. green when there was activity in the last 2 hours, yellow when there was activity in the last 2 to 4 hours, orange when there was activity in the last 4 to 6 hours, and gray if there has been activity in over 12 hours.</p>
9.12	<p>Telemetry Reports: The system must include a reporting system to allow users to build their own telemetry reports. This functionality must allow for one or many telemetry inputs to be combined with selectable logic to combine or independently report together in a summary report.</p>
9.13	<p>Fleet Report: The system shall include a Vehicle Performance report to allow users to report on data collected from the vehicle's on-board computer interface with respect to distance, travel time, engine time, idle time, break counts, sharp acceleration counts, RPM monitoring, speeding, fuel efficiency, and CO2 emissions.</p>
9.14	<p>Fleet Report: The system shall provide a module to monitor vehicle maintenance cycles, using odometer or engine hour thresholds to trigger warnings and alerts as to when vehicles are due or overdue for service.</p>
9.15	<p>API: The system shall incorporate a data exchange service to allow for raw and/or processed data to be accessible to City of Surrey for integration into existing enterprise systems such as asset and work order management systems, geographical information systems, or other in-house analytical software.</p>

## **10. Warranty and Support Requirements**

10.1	<p>The Successful Bidder shall be responsible for supplying and installing the AVL system (software and hardware).</p>
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10.2	AVL units must be covered by warranty for a minimum of three (3) years from the date of installation, during which period maintenance and support shall be provided. Optional extended warranties must be available.
10.3	There must be an optional program available whereby the warranty of the AVL unit is extended over the contract term, advanced replacement AVL units are shipped overnight upon unit failure being reported, spare devices are provided, and on-site labor to swap defective equipment is included.
10.4	The Successful Bidder must have the necessary support organization to provide remote diagnostic support and dispatch field services personnel to assist the City of Surrey and on-site maintenance and technical support.

### **11. Training Services Requirements**

11.1	All initial training on system functionality, training manuals, and installation of all hardware shall be available from the Vendor and shall be included in the proposal.
11.2	Training programs must be available with on-site and remote (webinar) sessions. Training sessions shall accommodate up to 15 people per session.
11.3	The vendor must have a web portal where all training manuals, videos, and information on product are maintained in an easy, self-serve manner for end users.

### **12. Public Information Systems**

12.1	The vendor must offer the capability to feed vehicle location data, service level data and other relevant data from their system to public websites and other digital interfaces as required by City of Surrey.
12.2	Vendor must be able to incorporate GPS/AVL data from third-party vendors installed in City of Surrey contractor vehicles for display in the Public Information Website.
12.3	The vendor must offer the capability to host and manage a public website for City of Surrey to provide an easily accessible location for the status of our service level(s). The website should be hosted in a scalable hosting platform to accommodate significant peaks in visitor traffic due to weather and other events.
12.3.1	<p>The public website must be able to allow any combination of the below to be presented:</p> <ul style="list-style-type: none"> <li>• Present a map and local weather information of the area serviced by City of Surrey.</li> <li>• Present service levels status for routes displayed on the map</li> <li>• Present the location of vehicles on the map</li> <li>• Present the location of available traffic cameras on the map</li> <li>• Present traffic conditions on the map</li> <li>• Provide legal and terms &amp; conditions set by City of Surrey for the use of the website</li> <li>• Provide static content regarding the general service levels</li> </ul> <p>Provide help content regarding the use of the site</p>
12.3.2	<ul style="list-style-type: none"> <li>• The website should be able to present the name / logo / branding of City of Surrey.</li> </ul>
12.3.3	The website should be mobile and touch optimized, effective and functional both on vertical large screens (computer / tablet) and horizontal small screens (smartphones).

### **13. Implementation / On-Boarding**

13.1	Vendor must have a formal project management methodology used for customer on-boarding. Please indicate if it is based on an industry standard (e.g.: PMI) and provide an overview.
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13.2	Vendor must have a standard Project Plan template for customer on-boarding. Please provide a copy.
13.3	Vendor must provide a tentative Project Schedule identifying City of Surrey roles required and recommended for management and administration of the service.
13.4	Vendor must have documentation guidelines for client-specific configuration / customization.
13.5	Vendor must have documented Change Management procedures. Please provide a copy.
13.6	Vendor must provide a SaaS based solution that requires no installation of software, purchasing of licenses, etc., ensuring a simple and efficient on-boarding process.

#### **14. Ongoing Support and Service Levels**

14.1	Vendor must have a Technical Support Desk to provide support for end-users. Support desk must have a toll-free line and online ticketing system. Vendor must provide locations of Technical Support offices.
14.2	Vendor must provide location of the Data Center where data will be stored. Data must be stored and remain in Canada.
14.3	Data may not be accessed from outside Canada, i.e. Technical Support centers must be within Canada.
14.4	Vendor must describe Data Center facility in terms of location, tier, size, capabilities, redundancy, and physical security measures.
14.5	Vendor must maintain an N+1 configuration in all of its data centers.
14.6	Vendor must have a document Service Level Agreement. Please provide a copy.



## SCHEDULE B - QUOTATION

RFQ Title: **Software as a Service: Supply and Delivery of Automatic Vehicle Location (AVL) Solution and Services**

RFQ No: 1220-040-2016-076

### CONTRACTOR

Legal Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall  
Finance & Technology Department – Purchasing Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 - 104 Avenue, Surrey, B.C., Canada, V3T 1V8

E-mail for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

1. If this Quotation is accepted by the City, a contract will be created as described in:
  - (a) the Agreement;
  - (b) the RFQ; and
  - (c) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.
3. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

#### Section

#### Requested Departure(s) / Alternative(s)

\_\_\_\_\_

\_\_\_\_\_

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,  
Workers' Compensation Registration Number \_\_\_\_\_;
  - (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_  
and Contact Number: \_\_\_\_\_;
  - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
  - (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
  - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is \_\_\_\_\_; and
  - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

**Requested Departure(s) / Alternative(s)**

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5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

**SECTION B-1**

**Changes and Additions to Specifications:**

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:
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7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services, to Attachment 1. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

## Requested Departure(s) / Alternative(s) / Addition(s)

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### **Service Level:**

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

*[Please provide a detailed service level schedule itemizing:*

- 1. standard support hours (days of week and hours open for support for both end user and staff technical support);*
- 2. system uptime;*
- 3. scheduled downtime/outages;*
- 4. scheduled maintenance;*
- 5. categorized target response times for incidents, errors and outages;*
- 6. Types and frequency of reports on errors and incidents and error correction details.]*

Contractor shall provide City with any credits resulting from all unachieved service levels in the form of a check provided to City no later than the \_\_\_\_\_ business day of the month following the month in which the service levels was not achieved.

City retains the right to use a Third Party to validate Contractor's performance in meeting agreed upon service levels.

### **Technical Support**

*[Please provide a detailed technical support schedule for both end user technical support and staff technical support. Schedule should detail: standard support hours (days of week and time), helpdesk services (e.g. toll free telephone number, live support and online chat), and levels of support.]*

During the term of this Agreement, Contractor will provide City with ongoing technical support for the Services at no less than the levels and in the manner(s) specified herein.

Contractor may not withdraw technical support for any Service without \_\_\_\_6\_\_ months advance written notice to City, and then only if Contractor is withdrawing technical support from all of its customers.

City acquires the right to use technical support acquired under this Agreement at any location under the direct control of City of Surrey

City shall receive at its option the general help desk technical support offered by Contractor to its other customers.

Contractor shall provide technical support to City for the purpose of answering questions relating to the Services, including (a) clarification of functions and features of the Services; (b) clarification of the Documentation; (c) guidance in the operation of the

Services; and (d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation.

Such assistance shall be provided by Contractor twenty-four (24) hours a day, seven (7) days a week via a toll-free telephone number and live, online chat staffed by help desk technicians sufficiently trained and experienced to identify and resolve most support issues and who shall respond to all City requests for support within fifteen (15) minutes after receiving a request for assistance.

Contractor shall provide a current list of persons and telephone numbers for City to contact to enable City to escalate its support requests for issues that cannot be resolved by a help desk technician or for circumstances where a help desk technician does not respond within the time specified herein.

The following provisions shall be applicable to the correction of Services errors:

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

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

c) Contractor shall respond within one (1) hours to City's initial request for assistance in correcting or creating a workaround for a Services error. Contractor's response shall include assigning fully-qualified technicians to work with City to diagnose and correct or create a workaround for the Services error and notifying City's representative making the initial request for assistance of Contractor's efforts, plans for resolution of the error, and estimated time required to resolve the error.

d) For critical errors, within one (1) hours after City first reports the error, Contractor shall provide a correction or workaround acceptable to City. Contractor's correction process shall include assigning fully-qualified technicians to work with City without interruption or additional charge.

e) If Contractor fails to provide a reasonable correction or workaround within twenty-four (24) hours, Contractor shall pay City, as a price adjustment reflecting the reduction of value City will incur as a result of the critical error and not as a penalty or compensation for damage, the sum of 2/365 of the technical support fees, expressed as an annual charge, for each additional day or part thereof that Contractor fails to provide a reasonable correction or workaround for the critical error. Contractor shall provide such payment in the form of a check provided to City no later than the ten (10) business day following the month in which failure to correct occurred.

f) The City Representative, or such persons as otherwise designated by City and Contractor, shall serve as said parties' contacts for all communications relating to technical support. Each party may change its own contact person by written notice to the other party.

The following provisions shall set forth Contractor's obligations to provide Enhancements:

- a) Contractor shall generally enhance and improve the Services for as long as City elects to receive and pays for the Services.
- b) Contractor shall provide to City during the Agreement term, (1) any and all Enhancements which it develops with respect to the Services; (2) any and all Enhancements required by governmental, or professional regulatory mandates related to City's use of the Services; and (3) the Documentation associated with any Enhancements.
- c) Contractor shall provide Enhancements to City upon their general release and no later than the time when the first five percent (5%) of Contractor's customers receive those Enhancements.
- d) Except as otherwise provided in a signed addendum to this Agreement, nothing herein shall obligate Contractor to enhance the Services in any particular respect or on any particular date. The decision as to whether and/or when, to enhance the Services will be within Contractor's discretion.
- e) Contractor will provide City with thirty (30) calendar days advance written notice of proposed product changes as well as product road maps relating to the Services provided to City under this Agreement.

## **SECTION B-2**

### **Fees and Payments**

- 9. The calculation of all fees for Services will be based solely on Contractor records and data. All computing overheads, including storage and bandwidth, will be included in the calculation of the fees. Fees for a particular Cloud server will begin to accrue when the Cloud server is associated with the City's account.

In consideration for the rights and licenses granted by Contractor to City pursuant to this Agreement, City agrees to pay Contractor the fees as detailed below plus applicable taxes as follows:



### SECTION B-3

#### **Time Schedule:**

10. Contractors should provide a detailed schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified, preferably in the form of a Gantt chart, indicating how the Contractor will complete delivery, testing, and implementation of the System, including all major tasks (and associated sub-tasks) such as:
- (a) submission of implementation plan to the City;
  - (b) network readiness assessment (if required);
  - (c) network and services coordination;
  - (d) solution design and configuration;
  - (e) integration of AVL System;
  - (f) on-site training – timelines for system administration and end user training;
  - (g) on-site installation of any required equipment;
  - (h) testing and acceptance;
  - (i) on-site and remote post implementation support

The responsibility lies with the Contractor to make sure that all the various components of the System are installed and successfully integrated in order to present a fully functional System on or before September 1, 2016, with a demonstration test completed no later than two (2) weeks prior to that go-live date. (Use the spaces provided and/or attach additional pages, if necessary).

    MILESTONE DATES \_\_\_\_\_

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

### SECTION B-4

#### **Key Personnel & Sub-Contractors:**

11. Contractor should provide information on the background and experience of all key personnel proposed to provide the Goods and Services including the Contractor's project manager. Provide resumes /experience for personnel involved in training City staff on implementation and ongoing usage of the system's management/reporting system. The City reserves the right to require a change in project managers, should the City conclude that the current project manager has failed to be effective, responsive or cooperative. (use the spaces provided and/or attach additional pages, if necessary):



### Key Personnel

Name: \_\_\_\_\_  
Experience: \_\_\_\_\_  
Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_

12. Contractor should provide the following information on the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description Of Goods &amp; Services</i>	<i>Sub-Contractors &amp; Material Suppliers Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number And Email</i>

### SECTION B-5

#### **Experience, References and Other Information:**

13. Contractor should provide a narrative or description that details their service/solution and how it fits the needs of the City, and what set it apart from other Services.

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14. Contractor should provide original release date of the software system and release date of the proposed level/version of software.

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15. Contractor should provide a high level of data security measures. Describe these measures in detail, including all measures in place to ensure compliance with Province of British Columbia personal information privacy legislation.

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16. Contractor should provide details on support and training resources for ongoing and after-hours support for implementation and ongoing usage of the proposed system's management/reporting system. Contractor should provide a list of training topics and number of training days/hours required for implementation.

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17. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement by identifying the following:

- (a) Contractor should provide a brief description of up to three (3) projects where you provided similar services. Identify each project by name and date of commencement; and
- (d) Contractor should identify other AVL service contracts that you feel may be relevant in evaluating your corporate experience. Provide name, date of commencement and a brief description. (use the spaces provided and/or attach additional pages, if necessary):

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18. Contractor's relevant references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

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19. The Contractor should detail the availability of support staff (resources, location of support personnel, qualifications) for ongoing/after-hours support. The Contractor shall provide a list of training topics and number of training days/hours required for implementation. Provide resumes /experience for personnel involved in training City staff on implementation and ongoing usage of the system's management/reporting system.

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20. Contractor should provide details of their financial strength (e.g. financial statements and bank references):

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21. Contractor should provide sample reports of data management and account administration capabilities.

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22. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CONTRACTOR**

**I/We have the authority to bind the Contractor**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

RDO July 29, 2015

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE C

### ADDITIONAL TERMS AND CONDITIONS - PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and \_\_\_\_\_ (the "Contractor") respecting Software as a Service: Supply and Delivery of Automatic Vehicle Location (AVL) Solution and Services (the "Agreement").

#### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

#### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

#### Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

#### **Accuracy of personal information**

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

#### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such

requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

### **Storage and access to personal information**

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

### **Use of personal information**

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Disclosure of personal information**

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

## **Termination of Agreement**

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

## **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.