



## **REQUEST FOR PROPOSALS**

**Title:** Economic Development Investment Microsite

**Reference No.:** 1220-030-2017-029

**FOR PROFESSIONAL SERVICES (CONSULTANT)**

(General Services)

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

The purpose of this request for proposals ("RFP") is to select a service provider (or service providers) to perform the services ("Services") described in Schedule A.

#### 1.2 Current Third Party Partners

The City hired Republic of Quality Inc. to work with the City and Upaknee Inc. for the development of the Newsletter (eNews) widget that is used on other Drupal sites. The recommended development method for this widget is based on this product. The Republic of Quality could potentially be a proponent for this project.

The City's websites are hosted and supported by Yellow Pencil Inc. through an established agreement. Within this document (as of March 6, 2017), Yellow Pencil is referred to as the third party provider/third party hosting provider. Yellow Pencil could potentially be a proponent for this project.

The City hired Will Creative Inc. to develop the branding including logo and mini brand guidelines for the investment attraction platform. The branding and visual language developed by Will Creative Inc. will be used in development of this microsite's visual identity. Will Creative could potentially be a proponent for this project.

#### 1.3 Definitions

In this RFP the following definitions shall apply:

"**BC Bid Website**" means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

"**City**" means the City of Surrey;

"**City Representative**" has the meaning set out in section 2.5;

"**City Website**" means [www.surrey.ca](http://www.surrey.ca);

"**Closing Time**" has the meaning set out in section 2.1;

"**Contract**" means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

"**Evaluation Team**" means the team appointed by the City;

"**Information Meeting**" has the meaning set out in section 2.2;

"**Preferred Proponent(s)**" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

"**Proponent**" means an entity that submits a Proposal;

**“Proposal”** means a proposal submitted in response to this RFP;

**“RFP”** means this Request for Proposals;

**“Services”** has the meaning set out in Schedule A;

**“Site”** means the place or places where the Services are to be performed; and

**“Statement of Departures”** means Schedule C-1 to the form of Proposal attached as Schedule C.

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1 Closing Time and Address for Proposal Delivery**

A Proposal should be labelled with the Proponent's name, RFP title and number. A Proposal should be submitted in the form attached to this RFP as Schedule C – Form of Proposal.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

#### **(a) Email**

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

**on or before the following date and time**

**Time: 3:00 p.m., local time**

**Date: May 1, 2017**

**(the “Closing Time”).**

**PDF emailed Proposals 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, Proponents should phone to confirm receipt. A Proponent bears all risk that the City's equipment functions properly so that the Proposal is submitted on time.

#### **(b) Hard Copy**

If the Proponent chooses NOT to submit by email, the Proponent should submit one original unbound Proposal and one (1) copy (two (2) in total) which must 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., V3T 1V8, Canada

**on or before the Closing Time.**

## **2.2 Information Meeting**

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

## **2.3 Late Proposals**

Proposals submitted after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

## **2.4 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

## **2.5 Inquiries**

All inquiries related to this RFP 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: 1220-030-2017-029

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## **2.6 Addenda**

If the City determines that an amendment is required to this RFP, the City 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 part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP 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 Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## **2.7 Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## **2.8 Opening of Proposals**

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## **2.9 Status Inquiries**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

# **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

## **3.1 Package (Hard Copy)**

If the Proponent chooses NOT to submit by email, the Proponent should submit a Proposal in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City's policy and the City environmental practices. Please double-side your Proposal.

## **3.2 Form of Proposal**

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

### **3.3 Signature**

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

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal 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 Proposal on behalf of the corporation is submitted;
- (b) If the Proponent 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 Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

## **4. EVALUATION AND SELECTION**

### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

#### **(a) Experience, Reputation and Resources**

The Evaluation Team will consider the Proponent's responses to items (i) to (xi) in Schedule C-2.

#### **(b) Technical**

The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (v) in Schedule C-3 as well as Schedule C-3-1.

**(c) Financial**

The Evaluation Team will consider the Proponent's response to Schedule C-5.

**(d) Statement of Departures**

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

**4.3 Discrepancies in Proponent's Financial Proposal**

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

**4.4 Litigation**

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.



#### **4.5 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

#### **4.6 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

#### **4.7 Multiple Preferred Proponents**

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals 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 Services and entering into one or more Contracts with one or more Proponents.

#### **4.8 Negotiation of Contract and Award**

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
  - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
    - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
    - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for

- services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## **5. GENERAL CONDITIONS**

### **5.1 No City Obligation**

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

### **5.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### **5.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

### **5.4 Conflict of Interest**

A Proponent shall disclose in its Proposal 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.

### **5.5 Solicitation of Council Members, City Staff and City Consultants**

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

## **5.6 Confidentiality**

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents 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.

## **SCHEDULE A - SCOPE OF SERVICES**

### **1. Project Background**

Surrey is one Canada's fastest growing cities with a rapidly advancing economy. Recognised as an emerging regional metropolitan centre, the city is home to globally connected businesses and entertains over 50 different foreign investor groups on an annual basis. Surrey's location on the west corner of North America with immediate access to two international airports, Fraser Surrey Docks (Port), rail and road networks, and the US border; make it possible to conduct business with Asia, Europe and North America within the same day. Therefore, its thriving innovation eco-system is attracting significant high quality personnel and a diverse mix of business ranging from established multi-national corporations to early stage start-ups.

While Surrey is well supported by multiple strategic economic enablers that make it a highly attractive destination for investment, the city currently does not have a dedicated investment attraction platform. All investment queries are directed to the [surrey.ca](http://surrey.ca) website which has essentially been designed to provide diverse stakeholders information on municipal functioning, revealing a gap in Surrey's investment attraction capacity. To ensure that the city is equipped to respond to future investment opportunities with a strategic approach, the City of Surrey commissioned a Foreign Direct Investment Strategy formulation in 2016.

Key recommendation identified within this strategy was the development of an investment attraction marketing platform. Having received the contribution funding from the Federal Government under its Invest Canada Community Initiative 2017, the City is proceeding with the development of its overarching investment attraction website that will facilitate Surrey's engagement with the investment community and highlights its competitiveness and readiness as a strong investment destination in Canada. This website will also actively promote various investment opportunities within Surrey's that will help transform the city further into an economic powerhouse and one of the world's most intelligent cities.

### **2. Key Objectives**

Key objectives of this website will include:

- a) Creating an innovative, informative and intuitive investor engagement experience- Surrey operates in a competitive global landscape and therefore aspires to set a new benchmark in Municipal FDI attraction tools and materials developed. The focus for this website is on providing the investors a seamless and engaging experience, highly reflective of the City's technologically advanced and smart knowledge economy. Additionally, this website will aid in bridging Surrey's identity, advantages, information and facilitation gap that currently marks its investment attraction capabilities.
- b) Serving as a platform that connects- Surrey's unique approach is to focus on its priority sectors, but also on the interconnections across those sectors that enable value chain optimization and strategic collaboration opportunities. This website will actively attract and connect various stakeholders and investors across these sectors, developing greater cross linkages.
- c) Provide investors with strategic intelligence on Surrey's investment opportunities – the City has identified investment opportunities for investors in multiple spheres such as-

Infrastructure, Supply Chain, Entertainment, Business Vibrancy, Information Communication and Technology (ICT) and more. The website will serve as an ideal tool for the City to share this information providing it an opportunity to steer investments on projects that generate maximum economic impact and act as catalyst for the city's growth.

- d) Building a strong brand for investment- While Surrey has a variety of strong investment attraction assets, reaching out to the target audience engagingly, consistently and effectively is key. This website through its various elements including- interface, user design, content, visual language etc., will help develop and strengthen Surrey's brand as an investment friendly destination that offers high returns to investors.

### 3. Target Audience

- Global Investment Community
- Existing Surrey and regional businesses
- Real Estate Developers (Local and International)
- High quality personnel (HQPs- Local and International)
- Canadian (Provincial and Federal) investment promotion entities

### 4. Project Impact

A successfully developed website under this project will result in:

- Strengthened brand identity for Surrey as an investment destination
- Expanded reach for the city amongst the global investment community, resulting in increased investor awareness, lead generation and conversion
- Focused investor targeting and utilization of resources, as many queries will be directed towards this website for baseline information
- Increased success in lead conversion, as investors gain strategic intelligence on not only Surrey's priority sectors but also specific investment opportunities within these sectors
- Increased investor retention and attraction through enhanced investor care services offered via the website
- Increased marketing support from all provincial and territorial investment promotion partners due to development of a tangible marketing tool that can be shared conveniently and globally

### 5. Project Timeline

The development of this website is closely associated with multiple other projects and programmes that will be offered through this medium. Therefore, **September 30<sup>th</sup> 2017** is the hard timeline for launching the website as that will enable the city to remain aligned with the launch timelines of its other initiatives.

All components of the project should be provided within the Time Schedule proposed by the City. However, if your firm is unable to provide the full scope of Services within the allocated Time Schedule then your Proposal should indicate which components/requirements can be completed and delivered within the Time Schedule.

## **6. Budget**

The City has allocated \$80,000 (eighty thousand dollars) including all taxes for the provision of the Services.

All components of the project should be provided within the budget allocated. However, if your firm is unable to provide the full scope of services within the allocated budget then your Proposal should indicate which components/requirements can be completed and delivered within the budget and the total cost to deliver all of the components/requirements.

## **7. Content Management System**

The City has a minimum requirement for development in Drupal 7, with a preference for Drupal 8.

## SCHEDULE A-1 – TECHNICAL & FUNCTIONAL REQUIREMENTS

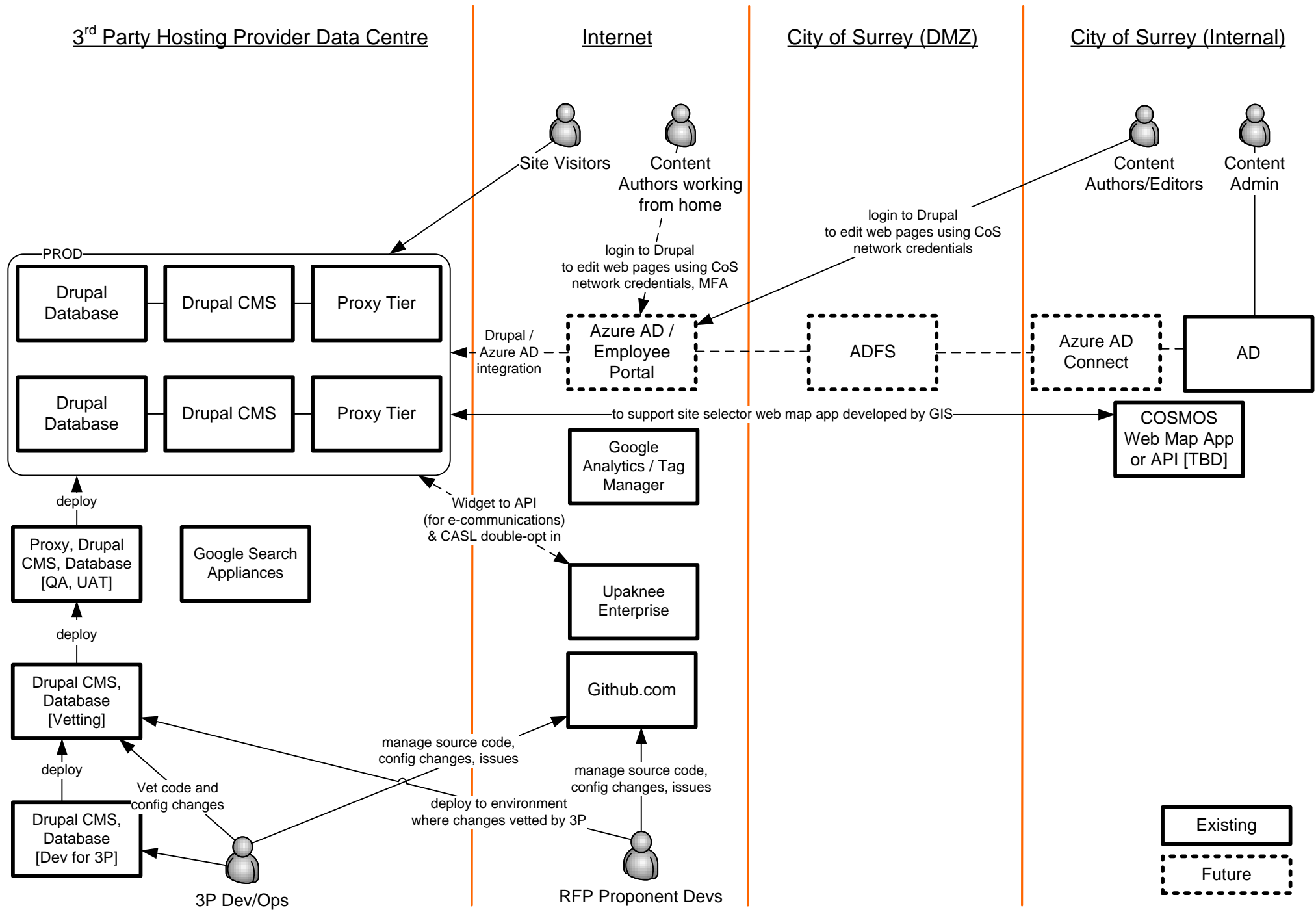
See .pdf Attachments.




Schedule A-1.xlsx

## **SCHEDULE A-2 – CITY OF SURREY SYSTEM ARCHITECTURE**





	3 <sup>rd</sup> Party Hosting Provider Hosted Drupal Solution Architecture Economic Development Micro-sites :: High-Level			Draft
		IT :: Architecture :: New Media		Created: 2017-Feb-21 Modified: 2017-Mar-2
	1918073	File name: DCT 3rd Party Hosting Provider Hosted Drupal Solution Architecture for RFP.vsd		
		David Yee		

**SCHEDULE B – DRAFT CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** Economic Development Investment Microsite

**Reference No.:** 1220-030-2017-029

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**APPENDIX 1 – SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS**

**APPENDIX 5 – ADDITIONAL SERVICES**

**Title: Economic Development Investment Microsite**

**THIS AGREEMENT** is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**AGREEMENT No.: 1220-030-2017-029**

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., V3T 1V8, Canada  
(the "**City**")

**AND:**

\_\_\_\_\_  
( *Insert Full Legal Name of Consultant*)

(the "**Consultant**")

**WHEREAS** the City wishes to engage the Consultant to provide Services in connection with

**Economic Development Investment Microsite**

**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 Consultant agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this agreement the following definitions apply:

**"Dispute"** has the meaning set out in section 14.1;

**"Fees"** has the meaning set out in section 5.1;

**"Go-Live Date"** means the date that the Economic Development Investment Microsite is generally made available to the public for use for its intended purpose;

**"Indemnitees"** has the meaning set out in section 7.1;

**"Invoice"** has the meaning set out in section 5.2(a);

**"Services"** has the meaning set out in section 2.1;

**"Term"** has the meaning set out in section 2.5; and

**“Time Schedule”** has the meaning set out in section 2.6.

## **1.2 Appendices**

The following attached Appendices are a part of this agreement:

Appendix 1 – Scope of Services;  
Appendix 2 – Fees and Payment;  
Appendix 3 – Time Schedule;  
Appendix 4 – Personnel and Sub-Consultants; and  
Appendix 5 – Additional Services.

## **2. SERVICES**

### **2.1 Services**

The City hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the **“Services”**).

### **2.2 Amendment of Services**

The City may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in Appendix 2.

### **2.3 Additional Services**

The Consultant will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant's performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Consultant will not provide any additional services in excess of the scope of services requested in writing by the City.

### **2.4 Standard of Care**

The Consultant 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 Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

### **2.5 Documentation**

2.5.1 Documentation shall mean, collectively: (a) this Agreement including any amendment thereto; (b) all materials published or otherwise made available to City by the Contractor that relate to the functional, operational and/or performance capabilities of the SaaS; (c) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by the Contractor that describe

the functional, operational and/or performance capabilities of the SaaS; (d) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from the Contractor, and any document which purports to update or revise any of the foregoing; and (e) the results of any presentations or tests provided by the Contractor to the City. In the event of the conflict or inconsistency among the foregoing, the order of priority to resolve such conflict or inconsistency is as follows: firstly, any written amendments to this Agreement mutually agreed upon by the parties; secondly this Agreement; the items described in subsection (b) and (c); thirdly, the items described in subsection (d); and fourthly, the items described in subsection (e).

## **2.6 Term**

The Consultant will provide the Services for the period commencing on (START DATE) and terminating on (END DATE) (the "**Term**").

## **2.7 Time**

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

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

- 2.8.1 Services Warranty. The Contractor represents and warrants that the Services provided to the City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation for no less than sixty (60) days from the "Go-Live Date". The Contractor shall offer the City warranty coverage equal to or greater than that offered by the Contractor to any of its customers.
- 2.8.2 The Contractor's obligations for breach of the Services Warranty shall be limited to using its best commercially reasonable efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if the Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after the City provides notice of such breach, City may, in its sole discretion, either extend the time for the Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to the Contractor under this Agreement.
- 2.8.3 Disabling Code Warranty. The Contractor represents, warrants and agrees that the Services do not contain and City will not receive from the 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").
- 2.8.4 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 lost website



functionality by the 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 the City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 2.8.5 Intellectual Property Warranty. The Contractor represents, warrants and agrees that: Contractor has all Intellectual Property Rights necessary to provide the Services to the City in accordance with the terms of this Agreement; the 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 to the best of Contractor's knowledge threatened suit against the Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.
- 2.8.6 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. The 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. The Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. The Contractor represents and warrants that, as at the date of signing of this Agreement, 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.
- 2.8.7 Third Party Warranties and Indemnities. The Contractor will assign to the City all Third Party warranties and indemnities that the Contractor receives in connection with any products provided to the City as a part of the Services. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 2.8.8 Date/Time Change Warranty. The Contractor represents and warrants to the 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. The Contractor must repair any date/time change defects at the Contractor's own expense.
- 2.8.9 Most Favoured Customer Warranty. The Contractor warrants and agrees that the License Costs pursuant to this Agreement are comparable to or better than those being offered to any other customer of the Contractor with a substantially similar profile as the City, including number and size of facilities operated, revenue of the facilities, volume of the transactions processed, number and types of users of the Service (for example, front desk, administration, fulltime/part-time instructor users), number and types of members, usage of features and functionalities within the Service, and whether the customer is part of a group of customers who negotiated with the Contractor together as a group.

The Contractor agrees that if the Contractor enters into an agreement with a customer of a substantially similar profile as the City, as noted above, with terms superior to those entered into with the City, the Contractor agrees to extend the same superior terms to the City, if requested by the City. For greater certainty, the parties agree that the License Rate in this Agreement corresponds to the 'Usage Rate' as shown in the Pricing Proposal chart (that was included as part of the Contractor's RFP Response).

2.8.10 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.

2.8.11 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. The Contractor will not be responsible for acts or omissions of the City's users.

### **3. PERSONNEL**

#### **3.1 Qualified Personnel**

The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

#### **3.2 Listed Personnel and Sub-Consultants**

The Consultant will perform the Services using the professional personnel and sub-consultants as may be listed in Appendix 4, and the Consultant will not remove any such listed personnel or sub-consultants from the Services without the prior written approval of the City.

#### **3.3 Replacement of Personnel or Sub-Consultants**

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-consultants then the Consultant will, on written request from the City, replace such personnel or sub-consultants.

#### **3.4 Sub-Consultants and Assignment**

Except as provided for in section 3.2, the Consultant will not engage any personnel or sub-consultants, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

#### **3.5 Agreements with Sub-Consultants**

The Consultant 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 Consultant will be as fully responsible to the City for acts and omissions of sub-consultants and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

#### **4. LIMITED AUTHORITY**

##### **4.1 Agent of City**

The Consultant is not and this agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant 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 perform the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services shall identify the Consultant by name and telephone number.

##### **4.2 Independent Contractor**

The Consultant 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 Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-consultants.

#### **5. FEES**

##### **5.1 Fees**

The City will pay to the Consultant the fees as set out in Appendix 2 (the “**Fees**”). Payment by the City of the Fees will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City.

Fees and GST will not exceed the amount of \$80,000 without the prior written approval of the City.

##### **5.2 Payment Schedule**

The City will pay the Contractor on a milestone basis. For greater clarity, payments will be made at the completion of the following milestones subject to Appendix 2:

Payment #1 – Wireframe Design, 25%

Payment #2 – User Acceptance Test (UAT) on Development Environment (vendor hosted), 25%

Payment #3 – UAT on Production Environment, 50%

##### **5.3 Payment**

Subject to any contrary provisions set out in Appendix 2:

- (a) the Consultant will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees relating to the Services provided in the delivery of the milestone, and including the following information:
  - (1) an invoice number;
  - (2) the Consultant's name, address and telephone number;
  - (3) the City's reference number for the Services; P.O. # (to be advised)
  - (4) the names, charge-out rates and number of hours worked for the milestone of all employees of the Consultant and any sub-consultants that has/have performed services during the previous period;
  - (5) the percentage of Services completed at the end of the milestone;
  - (6) taxes (if any);
  - (7) grand total of the Invoice;
- (b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;
- (d) 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 Consultant until such time as the Consultant provides its Final Report to the City; and
- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Consultant by mail to:

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

## 5.4 Records

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

## 5.5 Non-Residents

If the Consultant 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 Consultant; or
- (b) the amount required under applicable tax legislation.

## **6. CITY RESPONSIBILITIES**

### **6.1 City Information**

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

### **6.2 City Decisions**

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

### **6.3 Notice of Defect**

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

## **7. INSURANCE AND DAMAGES**

### **7.1 Indemnity**

The Consultant 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 Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

### **7.2 Survival of Indemnity**

The indemnity described in section 7.1 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.

### **7.3 Consultant's Insurance Policies**

The Consultant 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 three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, 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 Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, 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 two million (\$2,000,000) 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) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

#### **7.4 Insurance Requirements**

The Consultant 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 Consultant will, on request from the City, provide certified copies of all of the Consultant'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 Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

#### **7.5 Consultant Responsibilities**

The Consultant 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 Consultant acknowledges and agrees that the Consultant 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 Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

#### **7.6 Additional Insurance**

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



## **7.7 Waiver of Subrogation**

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

## **8. TERMINATION**

### **8.1 By the City**

The City may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. 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 Consultant all amounts owing under this agreement for Services provided by the Consultant 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 Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

### **8.2 Termination for Cause**

The City may terminate this agreement for cause as follows:

- (a) If the Consultant 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 Consultant or receiver or trustee in bankruptcy written notice; or
- (b) If the Consultant 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 Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

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

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

### **8.3 Curing Defaults**

If the Consultant is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

## **9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS**

### **9.1 Applicable Laws**

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

### **9.2 Codes and By-Laws**

The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.

### **9.3 Interpretation of Codes**

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant 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.

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

### **10.1 No Disclosure**

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

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

The Consultant 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.

### **10.3 Return of Property**

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



## **11. USE OF WORK PRODUCT**

The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.

## **12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

- 12.1 The Consultant agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this agreement. The Consultant agrees that 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 Consultant. 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 Services have been paid in full.
- 12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant 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 Consultant 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 Appendix 4 of this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, 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.

12.5 The Consultant 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 Compensations Act* and Regulations pursuant thereto.

12.6 The City may, on twenty-four (24) hours written notice to the Consultant, 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 to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

### **13. BUSINESS LICENSE**

13.1 The Consultant will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

### **14. DISPUTE RESOLUTION**

#### **14.1 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 14.

(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.

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

15.1 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.

15.2 The Consultant 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 Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 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.

## **16. GENERAL**

### **16.1 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.

### **16.2 Amendment**

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

### **16.3 Consultant Terms Rejected**

In the event that the Consultant 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.

### **16.4 Survival of Obligations**

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

### **16.5 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.

### **16.6 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, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey

<img alt="redacted" data-bbox="295 148 325 160"/> insert department/division/section name>

13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: <img alt="redacted" data-bbox="295 201 325 213"/> insert City contact name>

<img alt="redacted" data-bbox="295 219 325 231"/> insert title>

Fax No.: <img alt="redacted" data-bbox="295 254 325 266"/> insert>

Email: <img alt="redacted" data-bbox="295 271 325 283"/> insert>

(b) The Consultant (Contract Administrator):

<img alt="redacted" data-bbox="295 335 325 347"/> insert name and address>

Attention: <img alt="redacted" data-bbox="295 369 325 381"/> insert City contact name>

<img alt="redacted" data-bbox="295 388 325 400"/> insert title>

Fax No.: <img alt="redacted" data-bbox="295 422 325 434"/> insert>

Email: <img alt="redacted" data-bbox="295 440 325 452"/> insert>

## 16.7 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.

## 16.8 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.

## 16.9 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.

## 16.10 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.

### 16.11 Signature

This agreement may be executed in 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.

### 16.12 Enurement

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

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the day and year first above written.

#### CITY OF SURREY

**I/We have the authority to bind the City.**

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

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

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

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

 **INSERT NAME OF CONSULTANT**

**I/We have the authority to bind the Consultant.**

\_\_\_\_\_  
(Legal Name of Consultant)

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

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

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

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

***(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)***

**APPENDIX 1 – SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS**

**APPENDIX 5 – ADDITIONAL SERVICES**

## SCHEDULE C – FORM OF PROPOSAL

**RFP Project Title:** Economic Development Investment Microsite

**RFP Reference No.:** 1220-030-2017-029

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

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., V3T 1V8, Canada

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

Dear Sir:

**1.0** I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

**2.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

Schedule C-1 – Statement of Departures;  
Schedule C-2 – Proponent's Experience, Reputation and Resources;  
Schedule C-3 – Proponent's Technical Proposal (Services);  
Schedule C-4 – Proponent's Technical Proposal (Time Schedule); and  
Schedule C-5 – Proponent's Financial Proposal.

**3.0** **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

**4.0 I/We confirm** that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker's Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

**This Proposal** is submitted this **[day]** of **[month]**, **[year]**.

**I/We have the authority to bind the Proponent.**

---

(Legal Name of Proponent)

---

(Signature of Authorized Signatory)

---

(Signature of Authorized Signatory)

---

(Print Name and Position of Authorized Signatory)

---

(Print Name and Position of Authorized Signatory)



### **SCHEDULE C-1 - STATEMENT OF DEPARTURES**

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

**Section**

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

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2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the 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 at [www.surrey.ca](http://www.surrey.ca) search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Consultant's Goods and Services are subject to GST, the Consultant's GST Number is \_\_\_\_\_; and
- (f) If the Consultant 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 Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

**Section**

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

---

---

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

**Section**

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

---

---

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

## **SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES**

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponent should state if the developer qualifications of team members, Acquia Certification preferred; and
- (ix) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

### **Key Personnel**

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

Experience: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Project Approach – Team Roles**

- (x) Proponents should provide an outline of the resource roles and estimated effort required for this project. (use the spaces provided and/or attach additional pages, if necessary):

Role	Name	Forecasted Project Days/Hrs.

**Sub-Consultants**

- (xi) Proponents should provide the following information on the background and experience of all sub-consultants proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONSULTANTS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

### **SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)**

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary) and complete Schedule C-3-1 – Technical and Functional Requirements:

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services; and
- (v) a list of the significant reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other).

**Note: Schedule C-3-1 is inserted here as a Microsoft Excel spreadsheet**

See .pdf Attachments.



Schedule C-3-1.xlsx

**SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)**

Proponents should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

All components of the project should be provided within the Time Schedule proposed by the City. However, if your firm is unable to provide the full scope of Services within the allocated Time Schedule then your Proposal should indicate which components/requirements can be completed and delivered within the Time Schedule.

MILESTONE DATES \_\_\_\_\_

[illegible]

### **SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

Proponents should set out in their Proposal, the proposed fee structure (excluding GST) and provide a breakdown of the budget, including a breakdown of the estimated hours to be spent by each individual on the consultant team and the charge out hourly rate for each individual included in their Proposal.

The Fee structure should be tabulated in a spreadsheet format with each task itemized including hourly rates, break out costs as specified for the project and all deliverables, and fees for anything the Proponent would consider additional work. Sub-consultant fees and disbursements should also to be itemized.

The following embedded financial worksheet is a general indicator of how a Proponent should organize and include comprehensive information to assist the City's Evaluation Team in evaluating financial Proposals. The City is asking for clear, concise and comprehensive information that clearly outlines the Services and all fees or a selection of fees (where applicable).

See .pdf Attachments.



Schedule C-5-1.xls