# SCHEDULE C – FORM OF PROPOSAL

**RFP Project Title: Drupal Site Upgrade for Surrey Libraries**

**RFP Reference No.: 1220-030-2021-058**

**Legal Name of Proponent:**

**Contact Person and Title:**

**Business Address:**

**Business Telephone:**

**Business Fax:**

**Business E-Mail Address:**

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

Email for PDF Files: purchasing@surrey.ca

Dear Sir:

1. 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 Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and 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 the agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Goods and 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 by this **[day]** day of **[month],** **[year].**

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

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Legal Name of Proponent)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature of Authorized Signatory)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Name and Position of Authorized Signatory) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature of Authorized Signatory)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Name and Position of Authorized Signatory) |

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

**1.** I/We have reviewed the proposed agreement attached to the RFP as Schedule “B”. 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)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 [Standard Certificate of Insurance](http://www.surrey.ca/files/DCT_Standard_Certificate_of_Insurance_2014.docx);

(d) City of Surrey or Intermunicipal business license Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

(f) If the Proponent 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)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**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 agreement 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 Goods and Services similar to those required by the RFP;

(iii) Proponent’s demonstrated ability to provide the Goods and perform the Services;

(iv) Proponent’s equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent’s control, equipment resources to be rented, and equipment resources to be purchased);

(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) 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:

**Sub-Contractors**

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

|  |  |  |  |
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| **DESCRIPTION OF SERVICES** | **SUB-CONTRACTORS NAME** | **YEARS OF WORKING WITH PROPONENT** | **TELEPHONE NUMBER AND EMAIL** |
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(ix) Describe any difficulties or challenges you might anticipate in providing the Goods and Services to the City and how you would plan to manage these;

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

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

1. a narrative that illustrates an understanding of the City’s requirements for the Goods and Services;
2. a narrative that illustrates how the Proponent will provide the Goods and perform the Services, and accomplish required objectives within the City’s schedule;
3. a description of the standards to be met by the Proponent in providing the Goods and Services;
4. a list of 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);
5. a description of the approach and methodology that the Proponent would take in providing requirements traceability, tracking feature development and tasks back to core requirements to demonstrate progress and completion;
6. a description of the process that the Proponent would take in tracking of approved and signed off deliverables and requirements;
7. a description of the project management approach that the Proponent would take in delivering the solution and performing the required services;
8. a description on how the Proponent will develop and maintain technical documentation of the delivered solution.
9. environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;
10. a description of the Proponents Information Security Management Program (ISMP) that includes administrative, technical, and physical safeguards to protect assets and data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The security program shall include, but not be limited to, the following areas insofar as they relate to the characteristics of the business:
	1. Risk management
	2. Security policy
	3. Organization of information security
	4. Asset management
	5. Human resources security
	6. Physical and environmental security
	7. Communications and operations management
	8. Access control
	9. Information systems acquisition, development, and maintenance
11. provide in detail how Proponent’s proposed Solution meets the Drupal 9 Website Upgrade for Surrey Libraires Requirements. Please complete **Drupal 9 Website Upgrade for Surrey Libraries Response, Schedule C-3-1.**

**Schedule C-3-1 may be viewed and/or downloaded from the City of Surrey’s Managed File Transfer Service (MFT):**

Hostname: <https://mft.surrey.ca>

Logon ID: surreybid
Password: Welcome

Locate Folder: 1220-030-2021-058; and

1. Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City’s requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these goods and services.

SCHEDULE C-4 - PROPONENT’S TECHNICAL PROPOSAL (TIME SCHEDULE)

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

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

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| **ITEM DESCRIPTION** | **SCHEDULE IN \_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
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SCHEDULE C-5 - PROPONENT’S FINANCIAL PROPOSAL

Indicate the Proponent’s proposed fee (excluding GST), using the following financial worksheet(s) (as applicable):

**1. Schedule C-5-1: Financial Worksheet (Example)**

**Schedule C-5-1 may be viewed and/or downloaded from the City of Surrey’s Managed File Transfer Service (MFT):**

Hostname: <https://mft.surrey.ca>

Logon ID surreybid

Password: Welcome

Locate Folder 1220-030-2021-058

**Additional Expenses:**

The proposed Contract attached as Schedule “B” to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

**Payment Terms:**

A cash discount of \_\_\_\_\_\_% will be allowed if account is paid within \_\_\_\_\_\_\_ days, or the \_\_\_\_\_\_\_\_\_ day of the month following, or net 30 days, on a best effort basis.

**Request For Proposals – Professional Services (Contractor – Goods and Services) Template**

**Updated: November 27, 2021 (RDO)**

**MAY 21, 2009**

# ATTACHMENT 1 – PRIVACY PROTECTION SCHEDULE

**(Included for reference purposes – will be attached to final agreement)**

This Schedule forms part of the agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Public Body") and \_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Contractor") respecting Request for Proposals #1220-030-2021-058 (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.

# ATTACHMENT 2 – CONFIDENTIALITY AGREEMENT

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Contractor") respecting Drupal 9 Website Upgrade for Surrey Libraries, Request for Proposals #1220-030-2021-058 (the "Agreement").

**WHEREAS:**

**A.** The Contractor and the City acknowledge that the process of the Contractor having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Agreement “Confidential Information” means any information, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.

**B.** The Contractor has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

**THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.

2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor’s directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.

3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.

4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Contractor utilizes to protect its own confidential information of a similar nature.

5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.

1. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
2. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City.
3. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act (“FIPPA”)* and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.
4. The Contractor acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.
5. Disclosure of the Confidential Information to the Contractor the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
6. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor’s dealings or engagement with the City.
7. The Contractor represents that is not now a party to and shall not enter into any agreement or assignment in conflict with this Agreement.
8. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
9. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

**1. Primary Contact Person and Title:**

**Business Address:**

**Business Telephone:**

**Business Fax:**

**Business E-mail Address:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Signatory)

**2. Secondary Contact Person and Title:**

**Business Address:**

**Business Telephone:**

**Business Fax:**

**Business E-mail Address:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Signatory)