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|  | SCHEDULE C – QUOTATION |

**RFQ Project Title: Emergency Notification System**

**RFQ Reference No.: 1220-040-2019-095**

**Legal Name of Contractor:**

**Contact Person and Title:**

**Business Address:**

**Telephone:**

**Fax:**

**E-Mail Address:**

TO:

City Representative: Richard D. Oppelt, Manager, Procurement Services

Address: Surrey City Hall

 Finance & Technology Department – Purchasing Section

 Reception Counter, 5th Floor West

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

E-mail for PDF Files: purchasing@surrey.ca.

1. If this Quotation is accepted by the City, a contract will be created as described in the RFQ.
2. **I/We confirm** that the following schedules are attached to and form a part of this

Quotation:

Schedule C-1 – Statement of Departures;

Schedule C-2 – Contractor’s Experience, Reputation and Resources;

Schedule C-3 – Contractor’s Technical Quotation (Services);

 Schedule C-3-1 – Function and Technical Requirements

Schedule C-4 – Contractor's Technical Quotation (Time Schedule); and

Schedule C-5 – Contractor’s Financial Quotation:

 Schedule C-5-1 – Financial Worksheet.

**3.0 I/We confirm** that this Quotation 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 contractor 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 Quotation** is submitted this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 2016**.**

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

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Legal Name of Contractor)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(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 Contract attached to the RFQ 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 Contractor 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 Contract 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](http://www.surrey.ca/files/DCT_Consultants_Form_Certificate_of_Insurance_2014.docx);

(d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

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

(f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

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

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

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

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

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**4.** The Contractor 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 – CONTRACTOR’S EXPERIENCE, REPUTATION AND RESOURCES*

Contractors should provide responses to the following items, and if a particular item is inapplicable or cannot be answered, Contractors should clearly state why (use the spaces provided and/or attach additional pages, if necessary):

(i) Provide a brief description of the Contractor’s current business;

(ii) Contractor’s relevant experience and qualifications in delivering Services similar to those required by the RFQ;

(iii) Describe the contractor’s experience in providing emergency notification system implementation services to Canadian Cities and or corporations that have similar mandates to the City of Surrey.

(iv) Contractor’s demonstrated ability to provide the Services;

(v) Contractor should describe their capability, capacity and plans for developing and supporting the deliverables, as well as describe contingency plans if the primary plan is not able to meet the project needs. The objectives for this RFQ are as set out in Schedule A.

(vi) Provide how many customers you have on the West Coast including the USA and Canada. Please breakdown how many customers per location.

(vii) Using a format similar to the following, provide a summary of similar relevant contracts entered into by the Contractor in which the Contractor performed services comparable to the Services, including the jurisdiction the contract performed, the contract value, the date of performance. The City's preference is to have a minimum of three references.

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| Name of client’s organization: |  |
| Reference Contact Information: | **Name:** |
| **Phone Number:** |
| **Email Address:** |
| How long has the organization been a client of the Contractor? |  |
| Provide the installation date of the comparative system, and any relevant comments. |  |
| Description of comparative system - Please be specific and detailed. |  |
| Information on any significant obstacles encountered and resolved for this type of Service. |  |

(viii) Provide the names and contact information of any customers who have switched to another vendor and system within the last three years.

(ix) Provide a detailed plan on how your service can handle a Real-World Event that affects all your clients in the same effected area. i.e. The worst-case scenario for the West Coast. What mitigation and redundancy plans do you have in place to handle all clients using your system at the same time.

(x) Contractor’s financial strength (with evidence such as financial statements, bank references);

(xi) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;

(xii) Staffing Plan. Identify the key personnel who will be responsible for the Services, together with a description of the responsibilities such personnel will have in the performance of the Services and a description of the relevant experience of such personnel, using a format similar to the following:

 Name:

 Responsibility:

 Experience:

(xiii) Identify subcontractors, if any, the Contractor intends to use for the performance of the Services, describe the portion of the Services proposed to be subcontracted and a description of the relevant experience of the subcontractor, using a format similar to the following:

 Subcontractor Name:

 Subcontractor Services:

 Experience:

### *SCHEDULE C-3 – CONTRACTOR’S TECHNICAL PROPOSAL (SERVICES)*

Contractors should provide responses to the following items, and if a particular item is inapplicable or cannot be answered, Contractors should clearly state why (use the spaces provided and/or attach additional pages, if necessary):

1. **Executive Summary**: Contractor should provide a brief narrative (preferably not to exceed 2 pages) that illustrates an understanding of the City’s requirements and Services and describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include financial information;
2. A general description of the general approach and methodology that the Contractor would take in performing the Services including specifications and requirements;
3. A Work Plan. A narrative that illustrates how the Contractor will complete the scope of the Services, manage the Services, and accomplish required objectives within the City’s schedule;
4. A description of the standards to be met by the Contractor in providing the Services;

(v) Contractor should provide in detail how its proposed technical solution meets the business and technical requirements. Please complete the attached **Functional and Technical Requirements Response Matrix, Schedule C-3-1** for the functional and technical requirements.

The following are specific questions for cloud-based solutions. In addition to the above item responses, please respond to the following items if you are proposing a Cloud Services solution.

(vi) Service Levels and Support - Cloud Services Option

 (a) Describe how solution maintenance and upgrades are handled, including how maintenance and upgrades would be scheduled and communicated to the City to minimize impacts to users. For major upgrades, indicate whether the City can opt-in or out of beta testing.

 (b) Describe how upgrades to your system’s software, database, operating system, and/or web server components are handled. How much downtime is required for each of these types of upgrades?

 (c) Describe your support plans for recovering the system in a timely manner from unplanned outages. Scenarios to address might include remote host Internet access outage, database corruption, and server software failure. Briefly describe how and how often you test your disaster recovery plans.

Please describe clearly the options available and the number of clients currently using this option. Please list your server locations that would be providing primary hosting services.

### ***SCHEDULE C-4 – CONTRACTOR’S TECHNICAL QUOTATION (TIME SCHEDULE)***

The City encourages responses that demonstrate a thorough understanding of the nature of the Services and what the Contractor must do to get the Services done properly. To this end, Contractors should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified.

As a minimum, the Contractor’s Time Schedule should be in sufficient detail to specify the S breakdown structure for all tasks, deliverables and milestones, including the total number of hours of estimated work effort for the planning and implementation phases of the project (use the spaces provided and/or attach additional pages, if necessary).

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| **ACTIVITY** | **SCHEDULE** |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
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### *SCHEDULE C-5 – CONTRACTOR’S FINANCIAL PROPOSAL*

Contractors should set out in their Quotation, 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 contractor team and the charge out hourly rate for each individual included in their Quotation.

The Fee structure should be tabulated using a financial worksheet similar in format to the attached Schedule, **Schedule C-5-1: Cloud Services.**

**Additional Expenses:**

The proposed Contract attached as Schedule "B" to the RFQ provides that expenses are to be included within the fee. Please indicate any expenses that would be payable in addition to the proposed fee 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.

### APPENDIX 6 – PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Public Body") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Contractor") respecting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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.

### APPENDIX 7 – CONFIDENTIALITY 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.

**APPENDIX 8 – SERVICE LEVEL AGREEMENT**

1. **Definitions**
2. **Service Levels**
3. **Availability**
4. **Planned Maintenance**
5. **Outages**
6. **Backups**
7. **Disaster Recovery**
8. **Technical Support**
9. **Service Credit**
10. **Peak Business Periods**