



## **REQUEST FOR PROPOSALS**

**Title:** Drupal 9 Website Upgrade for Surrey Libraries

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

**FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)**

(General Services)  
January 31, 2022

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

Through this Request for Proposals (the “**RFP**”), the City of Surrey (the “**City**”) is seeking proposals from proponents (each a “**Proponent**”) to perform the services described in Schedule A – Specifications of Goods and Scope of Services (the “**Goods and Services**”). That schedule, with such modifications as may be agreed between the City and the successful Proponent(s), will be incorporated into the contract between the City and the successful Proponent(s).

#### 1.2 Definitions

In this RFP the following definitions shall apply:

- (a) “**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- (b) “**City**” means the City of Surrey;
- (c) “**City Representative**” has the meaning set out in Section 2.5;
- (d) “**City Website**” means [www.surreylibraries.ca](http://www.surreylibraries.ca);
- (e) “**Closing Time**” has the meaning set out in Section 2.1;
- (f) “**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;
- (g) “**Evaluation Team**” means the team appointed by the City;
- (h) “**Goods**” has the meaning set out in Schedule A;
- (i) “**Information Meeting**” has the meaning set out in Section 2.2;
- (j) “**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (k) “**Proponent**” means an entity that submits a Proposal;
- (l) “**Proposal**” means a proposal submitted in response to this RFP;
- (m) “**RFP**” means this Request for Proposals;
- (n) “**Services**” has the meaning set out in Schedule A;
- (o) “**Site**” means the place or places where the Goods are to be delivered and the Services are to be performed;

(p) “**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C, and

(q) “**SPL**” means Surrey Public Library

## **2. INSTRUCTIONS TO PROPONENTS**

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

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered 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: February 24, 2022**

**(the “Closing Time”).**

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the City’s receiving equipment functions properly so that the Proposal is received by the Closing Time.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt.

### **2.2 Information Meeting**

An information meeting will 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 been scheduled as follows:

**When: February 3, 2022**

**Where: Video/Phone Conference – Microsoft Teams Meeting**

Proponents interested in participating in this Information Meeting should email their requests to [purchasing@surrey.ca](mailto:purchasing@surrey.ca) before February 2 at 3:00pm

**Time: 10:00 a.m. local time**

### **2.3 Late Proposals**

Proposals submitted after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City’s receiving computer equipment functions properly so that the Proposal is received by 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 3.2. 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 computer 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: Sunny Kaila, Manager Procurement Services

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

Reference: 1220-030-2021-058

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) and the City website at [www.surrey.ca](http://www.surrey.ca) (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites 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 the 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 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.

### **3.2 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 an evaluation team appointed by the City (the "**Evaluation Team**"), which may consist of one or more persons. 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 each Proponent's strength and ability to provide the Services in order to determine the Proposal, or Proposals, which are most advantageous to the City, using the following criteria:

- (a) Experience, Reputation and Resources – The Proponent's experience, reputation and resources as applicable to providing the Goods and the performance of the Services.

For this evaluation criterion The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

- (b) Technical – The Proponent's technical proposal for providing the Goods and performance of the Services as outlined in the Proponent's responses to items in Schedule C-3 and Schedule C-4.

- (c) Financial – The Proponent's financial proposal for providing the Goods and performance of the Services as described in 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 may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. The Evaluation Team may further consider any criteria the Evaluation Team identifies as relevant during the evaluation process. Specific weightings are not assigned to the individual evaluation criteria, but it is anticipated that the Proposal that offers the greatest overall value for money will be judged as most advantageous.

#### **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 contractors 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 Goods and 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 Goods and Services. If the City exercises its discretion to divide up the Goods and 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 Goods and 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 Goods and 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 Goods and 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 Goods and 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 Contract, and the City reserves the right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

### **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 and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

### **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.

### **5.7 No Claims**

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

## **SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

The Surrey Libraries website, surreylibraries.ca, has recorded over 8.5 million pageviews and 2.5 million unique visitors during the past five years.

A steady increase in usage from 2016 to 2019 paralleled City growth. Our page views and visits saw a decline in 2020, but a recovery in 2021. A new community-oriented strategy is scheduled to begin in 2022 that we anticipate will increase web traffic back to pre-pandemic numbers and continuing growth alongside projected population increases. Our vision of a literate, inclusive, thriving city is supported by the information and services that Surrey citizens can access through the library website.

### **Current State**

Our current website is built on the Drupal 7 CMS platform and with Drupal 7 slated to be end of life in November 2022 a seamless migration to Drupal 9 is critical to ensure the uninterrupted operation of the site. Hosting and website administration for the website is outsourced to Yellow Pencil Inc. The site is hosted in the Google Cloud infrastructure.

As part of an initial discovery phase, we have a findings and conclusion report which was produced in partnership with a 3rd party vendor, Upandup Inc. The assessment was based on website, UX and accessibility best practices and standards – as well as against other websites in their library peer group. The assessment was focused on the following areas:

- Content
- Design
- Development (Structural/Technical)

### **Target State for Website**

The preferred target state of the surreylibraries.ca migration to Drupal 9 is one where we can realise a 1:1 migration and implement improvements for users and content authors. Please refer to Schedule A1 for specific requirements section of the RFP. The City prefers to work with a Proponent that is able to provide a 1:1 migration of the Surreylibraries.ca Drupal 7 website to Drupal 9; with some standard Drupal 9/logical improvements and implement some modernization opportunities.

### **Target State for Hosting**

Our current hosting and website administration is outsourced to Yellow Pencil Inc. The site is hosted in the Google Cloud infrastructure. The intention is to have the new website hosted on the Acquia Cloud Hosting platform. The City of Surrey currently has Acquia in place and has several websites already hosted on Acquia.

## Target State for Maintenance and Support

The successful Proponent for the Drupal 9 upgrade must also be able to provide ongoing application support, preferably for a minimum of one year past the development project's warranty period.

Application support ability and capacity will need to include:

- Drupal CMS maintenance
  - Manage and deploy routine updates for Drupal Core and installed modules
- Application maintenance
  - Provide tiered support for defects and issues affecting the normal operations of the website for public and staff users
  - Provide support on critical incidents, service interruptions
- Support requests for application feature enhancements or functionality changes.

The Proponent will be required to work with Acquia Cloud hosting platform to support tasks related to website hosting configuration. Some examples of tasks related to troubleshooting and configuration include, but are not limited to:

- Hosting configuration settings for:
  - web server, database, balancer and file system performance,
  - caching systems,
  - continuous integration tools
- Website domain
- Security certificates
- Access to log files for security and performance investigations

## Project Approach

Our overall vision and approach for this project should include a concerted effort up front for a solution design phase. All deliverables must be traceable back to the base requirements with final approval and sign off given only when base requirements are met. The expectation during the implementation phase will be to work closely with all stakeholders and deliver progress reports/updates value and progress throughout. The requirements are set in a more traditional waterfall approach, but the implementation strategy and techniques can leverage agile tools such as user stories, sprints, and sprint reviews.

## Project Scope Summary

Scope of services to include all tasks related to planning, implementation, testing and deployment of Drupal 9 upgrade.

Mandatory requirements as part of 1:1 upgrade include but is not limited to:

- Configuration of new development, staging and production environments on Acquia Cloud
- Upgrade or adaptation of Modules
- Upgrade of all Content Types
- Upgrade of all Views
- Upgrade site Theme

- Site configuration for:
  - o User roles and permissions
  - o External systems integration
    - Bibliocommons & BiblioFines
    - EZproxy
    - OverDrive
    - Niche Academy
  - o Content moderation and editorial workflow
  - o WYSIWYG Editor
  - o Media Library and file system
  - o System settings
- Migration of content to the new site
- Quality Assurance planning and system tests
- Deployment to production environment
- Full technical documentation of all modules and systems to be consumed by future developers and administrators
- Training materials for City super users that will be providing end user training

Logical improvements to include but not limited to:

- Azure AD integration for staff user access
- System email to use Office 365 integration
- Content type improvements based on re-evaluation of existing taxonomies and media management
- Creation of new Views to support Event content type to be displayed as a calendar in addition to existing List display
- Ability to add carousel image gallery to pages
- Theme adjustments
  - o To ensure user interface meets WCAG 2.1 AA standards
  - o To support new Content Type and View changes
  - o To Homepage hero region
- Improvements to content moderation and publishing workflows

See Schedule A1 for full list of project requirements.

## **Deployment**

The City makes use of three environments for solutions development, each of which fulfils a specific need to control the quality and stability of our environments as a whole. It is expected that the Proponent follow the City's development process and adhere to using the prescribed environments.

### Development Environment

The Proponent will develop code in the Development Environment. Code will be unit tested against defined test cases to ensure quality prior to promotion to the test environment.

### Test Environment

The Proponent is responsible for deploying to the Test Environment. This environment will closely resemble what the desired production environment will entail. The City's staff will perform their testing here. Review demonstrations will also be performed from this environment. Deployments to the test environment must be automated through the deployment pipeline. Any issues encountered here must be resolved prior to production deployment.

### Production Environment

The deployment to production must be approved by City staff. The Proponent is responsible for deploying to the Production Environment. Documentation must be provided by the Proponent in order to allow City staff to perform the production deployment as well as test deploy the solution to any other test environment.

### **Source Code Management**

The City currently uses GitHub as our code repository. The Proponent will consistently commit the code to the GitHub repository which the City will have access to throughout the project. All final production code must reside in the City's GitHub source code repository.

A Continuous Integration/Continuous Deployment (CI/CD) pipeline will be put in place by the Proponent to automate build, test, and deployment of our website.

The City must be able to redeploy the website from this source code repository. All configuration documentation, workflow documentation, CI/CD documentation, training documentation and overall knowledge on how to redeploy the website must be made available to the City.

### **Product Handover**

The Proponent will provide detailed documentation covering the following areas:

- Technical design/decisions – code level documentation for City staff to utilize for ongoing operational support, as well as for future enhancements;
- Operational support – environment level documentation for City staff to utilize for ongoing operational support; and
- Testing – documentation outlining the test cases and requirements satisfied.

### **Knowledge Transfer**

The Proponent will provide knowledge transfer sessions where the documentation can be reviewed, and further questions and answers provided. Workshops will be provided for the City's teams to facilitate successful product handover.

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

## **SCHEDULE A-1 – DRUPAL SITE DEVELOPMENT FOR SURREY LIBRARIES**

For greater certainty, the requires listed in Schedule A-1 Drupal 9 Website Upgrade for Surrey Libraries and Schedule C-3-1 (Drupal 9 Website Upgrade for Surrey Libraries) are identical. The only difference between the two schedules is that Schedule C-3-1 contains two addition columns for the Proponent to enter information regarding its own Proposal.



## FUNCTIONAL AND DEVELOPMENT REQUIREMENTS

Req. #	Requirement	Elaboration	Category	Theme	Weighting
DEV-1	Develop Drupal 9 version of existing SPL Site	New upgraded site be strongly based on existing sites with logical opportunities for improvement based on Drupal 9 features and new client needs  A Drupal installation that will deploy with sets of modules for authoring, authentication, review, etc., to allow us to have consistency going forward	Development	Drupal	Mandatory
<b>Environment Configuration</b>					
DEV-2	Dev, Staging and Production Environments	Developer is required to set up any required environments, including a minimum a development, staging/UAT environment, and production.	DevOps	Environme nts	Mandatory
DEV-3	Environments set up with Continuous Integration tools	Environments support code integration and deployment flow between environments including period syncing of content from production back into staging	DevOps	Environme nts	Highly Desired
DEV-4	Set up user access for SPL staff on all relevant environments	Must ensure users identified by the SPL team have access to at least the UAT and Production environments when applicable with appropriate permissions to allow for QA testing.	DevOps	User Access	Mandatory
<b>Application Configuration</b>					
DEV-5	AzureAD integration	The system should support the use of the City's Multi-Factor authentication solution (AzureAD MFA) for access from untrusted locations.	Integration	User Access	Highly Desired
DEV-6	Ability for City to have account for full Administrator permissions	The ability to see what structural components, configurations, user management and permissions modules.	Configuration	User Access	Highly Desired

DEV-7	Ability to dynamically generate sitemap	Single URL with full list of links to publically available pages (e.g. sitemap.xml). Dynamically generated to be up to date as content is edited. For submission to search engines or other site crawlers.	Configuration	SEO	Mandatory
DEV-8	Ability to control or manually remove items from dynamic sitemap	Allow ability to control if some public pages are to be kept out of dynamic sitemap	Configuration	SEO	Mandatory
DEV-9	Ability to create marketing URLs (alias)	Create easy to remember marketing URL aliases for longer page paths for easy sharing via print brochures and social media	Configuration	Navigation	Mandatory
DEV-10	Ability to create permanent redirects	Ensure when page URL are updates or pages are deleted that redirect to new page URL	Configuration	Navigation	Mandatory
DEV-11	Ability to restrict access to some pages	Ability for staff to route access for some pages through separate authentication so that only users with SurreyLibrary card can view page, existing site uses RPA, this approach may change to Ezproxy in 2022	Integration	User Access	Mandatory
DEV-12	Ability to support integration with a SOLR based website internal search	We currently use a branded SOLR search solution (OnPoint Solr). We require that the new site seamlessly integrate this tool for launch. We expect a "like for like" integration of Solr search that includes all of the features we currently use on the Surrey Libraries site.	Configuration	Search	Mandatory
DEV-13	Ability to Backup and Export features/data	Ability for staff/maintainers to be able to create a backup of data & files	Configuration	Backup & Recovery	Highly Desired
DEV-14	Ability to restore from backup	Ability to restore content or data from backup	Configuration	Backup & Recovery	Highly Desired
DEV-16	Ability to integrate Google Analytics	Google Analytics and Google Tag Manager	Development	Analytics	Mandatory
DEV-17	Ability to integrate with Bibliocommons & BiblioFines	Ensure ability to pull bibliocommons booklists via API and other integrations continues to be available in upgraded site	Configuration	Library Services	Mandatory

DEV-20	Ability to support future integration with other tools	Tools under consideration to be added over next few years: - Patron Point - Keela - Chatbot	Configuration	Library Services	Desired
DEV-21	Ability to integrate with Google Geolocation	To allow embedding interactive Google Maps into web page.	Configuration	Geolocation	Mandatory
DEV-22	Ability to configure system email to use Office 365	System email to use City of Surrey Office 365 email account.	Configuration	Email	Mandatory
DEV-23	Realign/Update User Roles and Permission	Assess and apply improvements to existing roles and permissions to ensure clear workflows, reduce redundancy and inefficiencies	Configuration	User Access	Highly Desired
DEV-24	Determine and apply upgrade path for Modules	Analyze existing Modules for available upgrade path. Adapt and upgrade custom modules. Propose reasonable alternatives where no clear path or better alternative exist.	Configuration	Modules	Mandatory
DEV-25	Review existing content types structures for upgrade path	Review existing content types for upgrade. Propose reasonable improvements for efficiency and/or editor experience based on available Drupal 9 features	Configuration	Content Types	Highly Desired
DEV-26	Review existing taxonomies	Review use of existing taxonomies. Propose reasonable improvements for efficiency, editor and end-user UX improvements	Configuration	Taxonomy	Highly Desired
DEV-27	Review existing image styles	Review existing image styles. Propose reasonable adaptations for editor UX, and responsive performance	Configuration	Media	Highly Desired
DEV-28	Review existing Views	Propose reasonable improvements for efficiency and UX.	Configuration	Views	Highly Desired
DEV-29	Ability to categorize Feature Content Blocks (FCB)	The website has Feature Content Block content type, that is added to pages manually. Request for new feature to add taxonomy categories to FCB to allow use in views	Configuration	Taxonomy	Highly Desired

DEV-30	Ability to create and manage menu links	Main navigation Footer Utility	Configuration	Navigation	Mandatory
DEV-31	Ability to create and manage custom blocks	Add and configure blocks to key page regions. (Alerts, footer blocks etc.)	Configuration	Blocks	Mandatory
DEV-32	Ability to create Feature Content Blocks		Configuration	Content Types	Mandatory
DEV-33	Ability manage News as content type		Configuration	Content Types	Mandatory
DEV-34	Ability to manage Events as content type		Configuration	Content Types	Mandatory
DEV-35	Ability to add CTA or external links to Events	Friendly and flexible integration with PerfectMind or other online registration tool.	Configuration	Content Types	Highly Desired
DEV-36	Ability to manage Locations as content type	Library branch information	Configuration	Content Types	Mandatory
DEV-37	Ability to add promoted content block to specific pages	Display custom block of promoted content in defined regions according to user role, page path or content type criteria	Configuration	Promotion	Highly Desired
DEV-38	Ability to provide image for use in social media metadata	Provide image for social media to include on posted links to a given page	Configuration	Content Types	Mandatory
DEV-39	Ability to add animated images to page	Ability to add animated image/video stream to banner area on key landing pages, e.g. Gifs of WebP	Configuration	Content Types	Highly Desired
DEV-40	Ability to configure user roles and groups for access control.	User roles and permissions to be reviewed and updated to support staff workflows and team responsibilities, and any new site functionality changes	Content Admin	User access	Mandatory
DEV-41	Ability to create new Views based on business need	Some adjustments to existing views or new views to be created to improved delivery of content	Configuration	Views	Highly Desired
DEV-42	Ability to create views to deliver content as	New view to provide structured feed of Events to be pulled automatically into promotional news	Configuration	Views	Highly Desired

	RSS/JSON feed to external system				
DEV-43	Development of new Event views & templates	Implementation of improvements in how users access Event information to support display of events as both filterable list and filterable calendar display	Configuration	Views	Mandatory
<b>WebForms Requirements</b>					
FRM-01	Implement and configure the WebForms module	Easily creating, editing and duplicating forms for reuse	Configuration	Forms	Mandatory
FRM-02	Ability to use calculating fields		Configuration	Forms	Mandatory
FRM-03	Ability for users to print their form once complete		Configuration	Forms	Mandatory
FRM-04	Ability to have repeating data sections		Configuration	Forms	Mandatory
FRM-06	Ability to use Digital Signature		Configuration	Forms	Mandatory
FRM-07	Ability to integrate with payment systems		Configuration	Forms	Desired
FRM-08	Ability to build multi-screen forms, breaking long forms into multiple screens		Configuration	Forms	Mandatory
FRM-09	Ability for users to save their inputs		Configuration	Forms	Mandatory
FRM-10	Ability to insert media (eg, images) within the form		Configuration	Forms	Mandatory
FRM-11	Ability to search and filter within inventory of submitted forms		Configuration	Forms	Desired
FRM-12	Ability to use Branching		Configuration	Forms	Mandatory

FRM-13	Ability to use Conditional Logic		Configuration	Forms	Mandatory
FRM-14	Ability to have built in instructions or tools for the form creator		Configuration	Forms	Mandatory
FRM-15	Form submissions and storage	To comply with our PIA and ISRA requirements, form data must not be stored within the Drupal site. Form submissions must be set up to go to a specified email address. Email is to route through COS Office 365.	Configuration	Forms	Mandatory
FRM-16	ReCaptcha integration	Applying Google ReCaptcha Version 3 on all forms	Configuration	Forms	Mandatory
FRM-16	Ability to submit forms to remote API handler	Ability to configure remote handler to submit to API with authentication	Configuration	Forms	Highly Desired
<b>Migration Requirements</b>					
MIG-01	Migrate all existing content to new site	All pages, content, media/files to be transferred to new site.	Migration	Content	Mandatory
MIG-02	Existing URL/page paths to continue to work seamlessly	All existing URL/page paths to continue to work on new site. Seamless redirects to be set up as needed	Migration	Navigation	Mandatory
MIG-03	Webforms migrated without existing stored submissions	Webform structures to be moved to new site without it's existing stored data	Migration	Forms	Highly Desired
MIG-04	Webforms data to be downloaded prior to migration	Existing saved submissions on Drupal 7 site to be exported/saved	Migration	Forms	Highly Desired
MIG-05	Proxy protected pages configuration migrated	Any access rights or restrictions at page URL need to work on new site	Migration	User Access	Mandatory
MIG-06	Report documenting list of migrated content	All content, files, media that are transferred must be documented SPL staff need to be able to track and differentiate content that was moved from old site and new content for auditing and transparency	Migration	Content	Mandatory

**Quality Assurance**

QA-1	Provide means for planned testing via documented test cases or scripts	Test cases and scripts will be created by the contractor and reviewed and accepted by the City. These must be at the feature level to test the primary flow of the features as well as any edge cases.	QA	Scripts	Mandatory
QA-2	Provide application level testing with Unit Tests	Contractor will be required to develop their own Unit Test for any custom modules or custom application business logic. These unit tests to be included with application code and available for use for regression testing during future maintenance	QA	Testing	Mandatory
QA-3	Running of Unit Tests to be to Library admin level users	Ideally regression testing through built in tests are made available to SPL IT/Administrator level users	QA	Testing	Desired
QA-4	Testing as different users roles	The contractor will walk through using any new feature, block, or content type in all defined user roles (ie. Content Author, Editor, etc.) before handing it over to the SPL team to ensure the editor view works properly.	QA	Testing	Mandatory
QA-5	Performance Testing	The contractor will be required to provide means for performance testing. Performance needs to allow for comfortable user experience both for anonymous and logged in users during peak demand times.	QA	Testing	Mandatory
QA-6	Load Testing	Tests to show load and demands on system based on normal and high demand periods.	QA	Testing	High Desired
QA-7	Penetration and vulnerability remediation	Vendor will be required to remediate any vulnerabilities identified by independent penetration testing conducted by City of Surrey prior to production launch	QA	Testing	Mandatory
QA-8	Developer will perform tests against these minimum specifications:	Vendors will be required to perform all testing as defined in the QA requirements on all browsers and devices as stated.  Microsoft Edge iPhone SE and up , iPad all screen sizes: Pro/Air/mini Android 5" and 10" screen device	QA	Testing	Mandatory

QA-9	Functional test scripts	The contractor will be expected to create and share the scripts to be used for user testing for both end users and content authors	QA	Testing	Highly Desired
QA-10	Functional testing of new site functionality (pre-launch)	The contractor must do at least one round of user testing (end users) with selected SPL staff on all major content types and features.	QA	User Testing	Mandatory
QA-11	Functional testing with Content Authors to ensure site works as expected (pre-launch)	The contractor must do at least one round of user testing (content authors) with SPL "super users" on all content types and blocks to ensure site works as expected. This may require the development of testing scripts and sitting in with content authors as they perform common editing tasks.	QA	User Testing	Mandatory
QA-12	Functional testing report (pre-launch)	The contractor will provide a report to the SPL team on the findings of the User Testing for both end users and content authors	QA	User Testing	Highly Desired
QA-13	Cross-browser testing on desktop browsers:	Vendors will be required to perform all testing as defined in the QA requirements on all latest stable version of following browsers and devices as stated. Chrome (latest stable version) Safari (latest stable version) Firefox (latest stable version) Microsoft Edge Internet Explorer 11+ (optional)	QA	Testing	Mandatory

## CONTENT & EDITING

Req. #	Requirement	Elaboration	Category	Theme	Weighting
Content Editing					



CON-1	Ability to create and manage forms	Content authors must be able to create, edit and duplicate a form and to add a form onto a page. See Forms section for details on Forms requirements.	Content Creation	Forms	Mandatory
CON-2	Ability to insert a feature (banner/hero) image.	Easy to upload and edit optional hero/banner image for specific page layouts.	Content Creation	Media	Mandatory
CON-3	Ability to create page summary	A brief description of page content for use to see on page and for display in search engine results.	Content Creation	SEO	Mandatory
CON-4	Ability to emphasize content through promotions or "featured" content	Set content items to display in promoted content regions on page types (homepage, landing page, basic pages etc.)	Content Creation	Promotion	Highly Desired
CON-5	Ability to add and edit call to action block on pages	Provide way for editors to highlight links for key user tasks CTA	Content Creation	Promotion	Mandatory
CON-6	Ability to add regions of associated content	Add blocks of content to link to associated pages or resources. Editor to create 1 or more regions with different associated content cards.	Content Creation	Promotion	Mandatory
CON-7	Ability to schedule or make temporary custom hours for specific dates	Updates user with service disruption, eg. branch closure due to power outage or shortened hours on holiday. This ability will allow editors to indicate that Location has modified hours for a given date that is different from usual schedule.	Content Creation	Notifications	Desired
CON-8	Ability to schedule alerts	To use holiday closures announcement, to have them turn on and off according to schedule	Content Creation	Notifications	Highly Desired
CON-9	Ability to create and manage photo galleries	Authors must be able to create, manage and view photo gallery for required content types. Gallery should be able to be viewed in a traditional gallery view of as a slideshow/carousel view.	Content Creation	Media	Mandatory

CON-10	Ability to add block views of content listing to pages	Add view blocks of organized content to pages.	Content Creation	Promotion/Search	Highly Desired
CON-11	Ability to add content in accordions on pages	Expandable and collapsible content containers.	Content Creation	Theme	Desired
CON-12	Ability to create and manage site-wide alerts	Authors must be able to create and manage site-wide alerts for emergencies; banner. Content author should be able to decide whether alert is always present or can be dismissed/closed by the user.	Content Creation	Notifications	Mandatory
CON-13	Ability to add notification blocks to specific pages	Add custom blocks for notification to appear in defined regions, according role, page path or content type criteria	Content Creation	Notifications	Mandatory
CON-14	Ability to apply defined style formatting in WYSIWYG Text Editor	Need consistent styling for common markup in Text Editor Examples: buttons, pull quotes, have WYSIWYG attached predefined class styles to text via text editor automatically in standardized way.	Content Creation	Theme	Highly Desired
CON-15	Ability to embed code/iframe in pages	Ability for editors to be able to embed scripts from 3rd Party provides (e.g. newsletter subscription form, or other widgets)	Content Creation	Theme	Mandatory
CON-16	Ability to add embedded responsive video to pages	Responsive videos, typically YouTube embeds.	Content Creation	Media	Highly Desired
CON-17	Ability to add tables to pages	Adding and editing reasonably responsive tables via WYSIWYG editor. Tables must match website styles.	Content Creation	Theme	Mandatory
CON-18	Ability to configure links	All links in all content types must be configured to allow the content author the option to have the link open in a new window or tab	Content Creation	Navigation	Mandatory

CON-19	Ability to implement a spell checker with custom dictionary capabilities	Real-time spell-checking capabilities within the WYSIWYG editor	Content Creation	Editor UX	Mandatory
CON-20	Ability to clean up markup pasted from Word	WYSIWYG editor to provide ability to clean Microsoft Office text markup	Content Creation	Editor UX	Mandatory
CON-21	Ability to insert images to pages in body content	Editor can select and insert images via WYSIWYG Text Editor	Content Creation	Media	Mandatory
CON-22	Ability to insert video/animated media in body content	Editor can select and insert video/animated media via WYSIWYG Editor	Content Creation	Media	Highly Desired
CON-23	Left, right and center align images	Control how images are display in relation to neighbouring text	Content Creation	Media/UX	Mandatory
CON-24	Ability to add aminated images to page	Ability to add animated image/video stream to banner area on key landing pages, e.g. Gifs or WebP	Content Creation	Media	Highly Desired
CON-25	Ability to choose image for social media metadata	Editor can select image to use for when content is linked from social media	Content Creation	Editor UX	Mandatory
CON-26	Ability to use taxonomies to tag content for use in Views	Ability to use tags to group content for display via view blocks/lists. E.g. content by audience, content by location, surfacing content on key strategic initiatives	Content Creation	Taxonomy	Highly Desired
CON-27	Ability to control image focus areas	Content creators should have tools to be able to adjust how image is displayed across different image styles so that important areas of image are not cut off awkwardly	Content Creation	Media	Highly Desired

CON-28	Ability for Event location to support virtual and in-person events	Content editors need to be able leave physical location address empty for virtual/digital events. Virtual events should not show on Google map for events	Content Creation	Event	Highly Desired
<b>Administration and Workflow Requirements</b>					
CON-29	Ability to search content in Admin area	Provide filter option on Content, Files, Media areas to be able to find content by Title Keyword, Type, Published State, Edited By etc.	Content Admin	Editor UX	Mandatory
CON-30	Ability to search for content by who edited it	Content listing view to have filter that provides way to list content based on editor (not just original author/creator) E.g. Filter on staff user name to see all content that editor worked on	Content Admin	Moderation	Desired
CON-31	Ability to clone content items	Editors should be able to clone content type items (i.e. Event pages, basic pages), edit fields and publish as a new content.	Content Admin	Editor UX	Highly Desired
CON-32	Upgrade editorial workflow from Workbench to Drupal 9	Improve editorial workflow and content moderation processes.	Content Admin	Moderation	Mandatory
CON-33	Ability to moderate content through editorial workflow	Content creators able to create drafts, mark content for review, and editors manage control of publishing	Content Admin	Moderation	Mandatory
CON-34	Ability for Editors to identify content ready for review	Provide way for Editor to find or be notified that content ready for review, via dashboard, filter search, or other means of notification	Content Admin	Moderation	Mandatory
CON-35	Ability for Editors to provide feedback	Editors should be able to provide notes of required changes through the editorial workflow process	Content Admin	Moderation	Highly Desired
CON-36	Ability for Editors to perform workflow editing tasks	Examples: moderation notes, rejecting pages, assigning pages to new editor	Content Admin	Moderation	Highly Desired

CON-37	Ability to preview content and create shareable preview links	Sharable preview of unpublished page via URL so it is viewable to those without CMS access.	Content Admin		Mandatory
CON-38	Ability to manage all site assets	Ability to search, upload, manage and edit existing media library. Images, videos, documents	Content Admin	Editor UX	Mandatory
CON-39	Ability to archive a content and bring it back if needed.	Archiving content must be publishing status option	Content Admin	Editor UX	Mandatory
CON-40	Allow email notification to status changes	Ability to alert author/editor that status of their content has changed	Content Admin	Editor UX	Highly Desired
CON-41	Ability to export page data from the site	Export of list of CMS content: content type, title, URL alias, Node ID, create date, last modified date, author, last editor for purpose of content audits and IA planning For this deliverable to be met, a staff user must be able to go in and get this data in a downloadable report (i.e. CSV) with fields as defined.	Content Admin	Editor UX	Mandatory
CON-42	Ability for the system to generate CMS reports.	Example reports: last author, last modification date, user login data, user time in system, asset management file status. For this deliverable to be met, these reports must either be set up from a list defined by the SPL team or the SPL team must be able to create these reports themselves without further help from a developer.	Content Admin	Editor UX	Desired
CON-43	Ability to add help text for editors in content edit view	Aids to help editors use the CMS to its full ability. Example: tooltips, required fields, field descriptions.	Content Admin	Editor UX	Highly Desired
CON-44	Ability to assign page ownership	Changing page's content author	Content Admin	Editor UX	Mandatory

CON-45	Ability for editors to view and manage revisions	View, compare and revert revisions, with information on who made edit, date-time, and revision notes	Content Admin	Editor UX	Highly Desired
CON-46	Ability to create and edit draft of published content	Content authors must be able to create a draft mode of published content	Content Admin	Editor UX	Mandatory
CON-47	Ability to for authors to locate their drafts	Content authors must be able to easily locate their draft content easily, via dashboard, content admin filters, or direct edit from content page view	Content Admin	Content	Mandatory
CON-48	Ability to schedule changes in status	Content authors must be able to select a date and time for a change in status (i.e. Publishing, changing to unpublished, etc.), or schedule a series of changes to occur at different times System scheduling check to run hourly	Content Admin	Scheduling	Mandatory
CON-49	Ability to create and manage document metadata within the system	Content authors edit document title, meta data within CMS. This would be needed for both web page content and documents like PDFs	Content Admin	Content	Highly Desired
CON-50	Media management	Ensure media management module allows flexible access to upload, manage, use, edit, resize, refocus, delete Media: images, graphics, files, and video content	Content Admin	Media	Mandatory
CON-51	Ability to determine where images/content types being used	As part of media management, ideally editors should know where media assets are being used before changing or deleting them.	Content Admin	Media	Highly Desired
CON-52	Ability to manage and edit taxonomy term lists	Editors should be able add/edit/rename taxonomy terms	Configuration	Taxonomy	Highly Desired

## DESIGN AND THEMING

Req. #	Requirement	Elaboration	Category	Theme	Weighting
<b>Design</b>					
DES-1	Using existing brand and overall sites styles propose treatments for known UX & WCAG issues	Consistency in hyperlinks and buttons and interactive elements Review typography styles for consistency Ensure colour contrast meeting WCAG 2.1 AA or better	Design	Accessibility	Highly Desired
DES-2	Design treatment for Event Calendar	Updating Event listing view(s) to display both as calendar and listing	Design	Content component	Highly Desired
DES-3	Design treatment for associated content view(s)	Create taxonomy driven views for feature content blocks	Design	Content component	Highly Desired
DES-4	Design for photo gallery component block	Easy to create, manage and view photo gallery. Gallery should be able to be viewed in a traditional gallery view of as a slideshow/carousel view.	Design	Content component	Mandatory
DES-5	Design treatment for Alert bar	Ensure Alert bar works with any changes to top nav or hero region and ensure that Alert viewing, and control is accessible.	Design	Content component	Highly Desired
DES-6	Design Treatment for Call-To-Action component		Design	Content component	Highly Desired
DES-7	Design treatment for accordion component		Design	Content component	Highly Desired
DES-8	Design treatment for home page without curve on banner	Would like to maximize hero region for a variety of images	Design	Homepage	Highly Desired
DES-9	Design treatment for Links and buttons	Determine best approach for consistent UX by ensuring consistent design to link and button state styles	Design	Accessibility/ UX	Highly Desired
DES-10	Design treatment for typography	Seeking consistent design for Headings and type content across body text, components, and cards	Design	Accessibility/ UX	Highly Desired

DES-11	Treatment for footer	Simplify footer region, content link, more logical UX friendly location for footer links. Or recommendation for flexible custom blocks in footer?	Design	UI/UX	Highly Desired
DES-12	Ability to review wireframes for various page types	Examples: homepage, wayfinding page, events page, events listing, contact page	Design	UI/UX	Highly Desired
DES-13	Top level navigation design treatment	Need to have flexible top level nav to support future IA reorganization	Design	UI/UX	Mandatory
<b>Theming</b>					
UI-1	Update Libraries Theme to Drupal 9	A custom Drupal theme for SPL to fit branding, style.	Development	Theme	Mandatory
UI-2	Site theme to use responsive design	Site must use responsive design and development to display appropriately across devices and browsers	Development	Responsive	Mandatory
UI-3	Site theme to support modern browsers & devices	Site to be developed to work in the most recent versions of all modern browsers including Chrome, Firefox, Safari, and Edge.	Development	Responsive	Mandatory
UI-4	Site theme to support IE 11	Site to be developed to support Internet Explorer, many Library computer stations still use IE as browser.	Development	Responsive	Desired
UI-5	Site theme to support mobile devices	Site to be developed to work on iOS and Android mobile devices. (Smartphone and tablet)	Development	Responsive	Mandatory
UI-6	Site theme to support desktop computers	Site to be developed to work on iOS and Windows computers, larger displays	Development	Responsive	Mandatory
UI-7	Ability for users to be able to print only relevant content on a page	Simplified print friendly page view create for all page content.	Development	Page Layout	Highly Desired
UI-8	Ability to integrate with Google Translate	Update Google Translate to most recent version. Or recommend equivalent tool to allow users to translate web pages into their preferred language	Development	Accessibility (Translation)	Mandatory
UI-9	Ability for users to receive a notification when using an outdated browser.	Provide outdated browser suggestions	Development	UI/UX	Desired



UI-10	Ability to integrate with 3rd party applications via iFrame within a responsive framework.	Add iframe or embed script as a component on any page.	Development	Content Template	Mandatory
UI-11	Ability to support integration with Upaknee News & Updates	Users able to enter information to subscribe to the Your Library News and Updates newsletter from within content. Our expectation is that this would be like-for-like with the existing Upaknee newsletter sign up widget.	Development	Content Template	Mandatory
UI-12	Ability for users to share content via their social media channels.	Examples: Facebook, Twitter, Email, LinkedIn.	Development	Content Template	Desired
UI-13	Ability to include links to Library social media accounts	Site editors to be able to create and edit block with social media links with icons	Development	Content Template	Desired
UI-14	Ability for users to add an event to their calendar	Users able to click link to get ICS file or trigger other process to include event in the end-user's personal calendar (Outlook, Google, Apple calendar types)	Development	UI/UX	Highly Desired
UI-15	Ability to allow editors to add/remove menu items	Menu implementation to allow flexible hierarchical menu in a way that remains easy to use and responsive	Configuration	Responsive	Mandatory
UI-16	All interactive UI elements have hover state	Users should have clear visible indication that element is "clickable". Eg for images or clickable card blocks etc.	Development	Accessibility/ UX	Highly Desired
UI-17	Ability to display animation in hero region	Hero region to allow editor to post either static image or animation from stream, GIF or WebP	Development	Content Template	Mandatory
<b>Accessibility</b>					
UI-17	Ability to meet the accessibility requirement of WCAG 2.1 Level AA compliance	The City and SPL team are aiming to be WCAG 2.1 AA compliant for this project. Meeting WCAG 2.1 AA compliance will be validated through a 3rd party testing tools (AbleDocs/SiteMorse)	Development	Accessibility	Mandatory
UI-18	Ability for users to customize website appearance	Examples: increasing or decreasing font size, changing site background colour, etc. in order to improve accessibility	Development	Accessibility	Desired

UI-19	Site theme to support screen reader tools	User must be able to use navigate site and access content through audio screen readers	Development	Accessibility	Mandatory
UI-20	Site theme to support keyboard only and alternative input devices	JavaScript and rich UI must still be able to be controlled and used by keyboard only or supportive input devices (e.g. eye tracker etc.)	Development	Accessibility	Mandatory

## TECHNICAL REQUIREMENTS

Technical Requirements					
Req. #	Requirement	Elaboration	Category	Theme	Level of Need
2000	All Solution <b>Infrastructure</b> processing data and <b>Data</b> must be <u>only</u> located in Canada.	Compliance with Federal & BC Privacy Legislation (Freedom of Information and Protection of Privacy Act)	BC Government Legislation	Solution Location	Mandatory
2001	The Solution provides geographic redundancy restricted to Canada only.	Compliance with Federal & BC Privacy Legislation (Freedom of Information and Protection of Privacy Act)	BC Government Legislation	Solution Location	Mandatory
2002	Dedicated infrastructure for a Solution. Any shared solution infrastructure components (network, storage, compute) should be identified and the City should be provided with segregation options if possible.	Provide a description of the level of separation the components and data have with other customers. Segregations options must include access to all City data in all corporate and legal circumstances.	Architecture	Hosting	Preferred
2003	For Solution, multiple separate environments will be needed for the Application.	The City has a number of uses for a two or three application environments in the Cloud. Generally these are Production, Test and Development. These are used for testing configuration changes, user acceptance of new functionality, isolated faultfinding analysis, user training, other application integration testing i.e. when source or destination system integration components change etc.	Architecture	Environments	Preferred

2004	Applications release major and minor version changes on a scheduled and regular basis.	The information helps the City evaluate how many major changes to schedule in a yearly period. The City needs to secure resources to focus on the upgrade. Please describe the typical release frequency if there is a schedule.	Deployment	Application Release	Desired
2005	The City should be able to delay or opt-out of application releases that change the user interface or user functionality separately to other customers.	Any dramatic changes can cause user stress and difficulty, making the need for extra training to be setup for the transition. Some changes may not be desired either.	Deployment	Application Release	Desired
2006	The Solution should support current industry standard Internet Browsers.	A numbers of users may be using devices with a varied number of different browsers. For City devices we deploy for desktops - Edge, IE, Firefox and Chrome, smartphones and tablets - Safari and Chrome.	Compatibility	User Device	Preferred
2007	The Solution should work on Windows 10 operating system.	The City User workstations / laptops use Windows 10	Compatibility	User Device	Preferred
2008	The Solution should work with Office 365.	The City User workstations / laptops use Office 365	Compatibility	Application	Preferred
2009	The system should authenticate and connect with <b>Azure AD (Active Directory) Cloud Identity Store for Internal Users and External Internet Users. The City has no Internet connectivity to LDAP, Secure LDAP or ADFS.</b> Please indicate if the vendor has implemented with Azure AD before. If the vendor does not support Azure AD please give details on what is supported.	The vendor must be clear about the differences between Azure AD and ADFS / LDAP / SLDAP. The City has Azure AD in place and many Cloud applications use it. The following link explains Azure AD. <a href="https://docs.microsoft.com/en-us/azure/active-directory/fundamentals/active-directory-what-is">https://docs.microsoft.com/en-us/azure/active-directory/fundamentals/active-directory-what-is</a> This requirement links to General Security Req:4001.	Compatibility	Authentication	Mandatory
2010	The Solution should support both Android and Apple (iOS) smartphones / tablets.	Supported devices should be both Apple and Android smartphones and tablets.	Compatibility	User Device	Preferred

2011	Any sensitive or personal identified data stored on the user's device must be encrypted <u>by the Solution</u> or there must be a mechanism available to stop the data in question being sent to the user's device.	Devices remotely accessing the Solution may be outside the control of the City. The City cannot ask users to setup device encryption to protect data that the application or browser has left unprotected.	User device	Protecting Personal Data	Mandatory
2012	For Workstation / Desktop users the Solution should be Web-based for Users and Administrators. If it is not web-based please give details.	The City would like web-based application clients instead of deployed client installations.	Application	Client	Preferred
2013	The Solution should be able to send out emails out to Users. Please give details.	Application connectivity for system notifications.	Application	Email Notification	Preferred
2014	Application auditing, security and system logging information should be captured and made available for reporting as/when required. Please give details.	Logging should include all Application User actions, including Administrative actions such as changes in configurations, user roles and permissions. Access to log files must be controlled and only given to those individuals who have been specifically authorized (system admin, security admin, etc.). Log file should be protected from modification and deletion. Systems must have the ability to produce an audit of a user's interaction with that data (viewing, modifying or deleting) in addition to producing an audit report for the security logs. All security events for the system must be logged for the purpose of performing breach investigations. At a minimum, security logs should be created for the following events: failed logon attempts, failed data access attempts, and system configuration changes. Log entries should include (at a minimum): UserID, Type of Event, Date/Time of Event). The system should support integration into a	Application	Audit	Preferred

		Security Incident and Event Management (SIEM) system.			
2017	The ability for the City to configure the default data retention policy.	The application data archival/backup.	Database	Retention	Preferred
2018	The Solution should be able to export the City's data as and when required.	The City would like to export all of its data on an ad-hoc basis. The city would also like a Schema Definition and a Data Dictionary as part of the documentation provided.	Database	Data Export	Preferred
2019	the ability for the City to export City Data, either in piecemeal or in entirety, is entirely at the City's discretion at no cost to the City.		Cloud	Access to City Data	Mandatory
2020	The Solution should facilitate bi-directional programmatic access to all of the City's data.	Identify the available mechanisms for how this can be achieved. For example, the ability to provide API query access or update data entities, and the ability to trigger API calls to other City or external systems based on events	Integration	Access to City Data	Preferred
2021	The Solution should be able to import data from other databases or data files (such as Access database, Excel, JSON or CSV) with the ability to define data structure mapping to fields.	Describe the methods data imports can be ad-hoc or automated in order to synchronize data with other systems.	Integration	Data Import	Preferred

2022	If the system publishes APIs for consumption or can call APIs from other City systems, the API pattern should be RESTful.	The City's API integration preference is RESTful. The solution should provide comprehensive documentation of all available APIs, including security controls. Documentation helps the City to consider future Application use.	Integration	Standards	Preferred
2023	Support for authentication/verification integration of Surrey Libraries user identities for active borrower access to secured website areas and third-party resources	Required methods include EZProxy(OCLC), SIP(3M), PatronAPI(III) and RPA(Horizon Srsidynix) to support third-party service providers such as Overdrive, Niche Academy and Lynda/LinkedIn. EZProxy - cloud-based access to 3rd party services RPA is Horizon ILS authenticated access to a specific page which acts as referring URL for 3rd party services. SIP (e.g. Overdrive) verifies borrower id access to 3rd party services. PatronAPI (e.g. Lynda LinkedIn) supports borrower id and PIN authenticated access to 3rd party services.	Integration	Standards	Preferred
2024	All page and content load response times should occur within reasonable timeframes for website users	Solution offers page load performance time to first paint of three seconds or less. Solution offers page load performance time to interactive response of five seconds or less.	Performance	Application	Preferred

## SERVICE LEVEL AND SUPPORT REQUIREMENTS

Req. #	Requirement	Elaboration	Category	Theme	Level of Need
3000	We consider system outages as 1) a complete inability to use the solution, or 2) a reoccurring, temporary inability to use the solution, or 3) an inability to use the features and functions integral to the solution's core business purpose. Your solution's availability criteria should meet this definition. If not, please specify any departure.		Cloud	Availability	Preferred
3001	Uptime should meet or exceed 99.99% per year.		SLA	Uptime	Preferred
3002	The City must be notified 4 weeks in advance of any planned or unplanned maintenance the application needs within the working hours define in Req :3004		Application	Planned Maintenance	Preferred
3003	The Application must operate 7 days a week within the time of 5:00am - 23:59pm PST.	The main working hours for Staff usage. All planned maintenance periods should fit around the specified time.	Application	Planned Maintenance	Preferred
3004	The Application response latency over the Internet should be less than 120ms.	The users located on the West Coast need good Application performance when the Cloud datacenter is on the East coast.	Application	Performance	Preferred
3005	Should support data portability (the ability to move City Data to another provider at the City's discretion).		Cloud	Access to City Data	Preferred
3006	Must provide the City with a Certificate of Destruction if applicable		Cloud	Access to City Data	Highly Desirable

3007	The proponent must provide Application Support 24/7. This includes the main Application functionality, Integrations and service outages.	Support Staff at the City need to be able to create incidents and have them tracked to resolution. A system should be in place to a) provide tiered support to allowing for escalation. b) provide support response times and expected resolution times for each incident.	Application	Support	Preferred
3008	For SLA not met during Working Hours, the City requires Service Credits to be issued.	If the proponent fails to meet a SLA and the application is down in working hours, the City wants Service Credits to recompense the City further spend with the proponent. These could be used against on-going services, professional services or customisations that the City would normally pay for.	Service	Service Credit	Preferred
3009	Access to a ticket management system for triage and communication;	Support Staff at the City need to be able to create incidents and have them tracked to resolution. A system should be in place to a) provide tiered support to allowing for escalation. b) provide support response times and expected resolution times for critical and urgent incidents c) provide means for City staff to comment on existing tickets d) include notification system to alert required City staff of changes in ticket details, status and comments	Service	Support	Mandatory
3010	Monitor and track Drupal releases	Vendor will be responsible for monitoring release notifications from Drupal, and will be required to manage application updates in a proactive manner.	Application	Support	Mandatory
3011	Manage and apply Drupal Core and Module security updates and patches	All releases that include a security fix must be applied to the website within 7 days.	Application	Support	Mandatory



3012	Manage and apply Drupal Core and Module maintenance releases	Track, manage and implement all non-security updates to both Drupal Core and installed module on minimum of monthly schedule.	Application	Support	Mandatory
3013	Provide support and assistance to resolve site performance issues	Vendor be required to investigation and assist in resolving performance issues with hosting provider. This could involve setting up application performance tests, investigating potential application adjustments for performance optimization or adjusting system configuration settings	Application	Performance	Highly Desirable
3014	Ability to take on requests for small to mid-size projects for feature enhancements and functionality improvements	Vendor should be able to support small to mid-size feature enhancement requests for any aspect of Drupal site to change in content structure, logic and functionality both at front-end theme layer and administration, either as additional service or to an agreement of a set number of hours for enhancements per month	Application	Enhancements	Highly Desirable
3015	Provide consultation and advice application enhancements	Provide consultation and advice for Drupal specific features and improvement as required, particularly where it involves custom integration with other applications and systems	Application	Consultation	Highly Desirable
3016	Provide consultation and advice on user-experience enhancements	Advise the business stakeholders and the user experience team of applicable technical options, limitations and restrictions related to front end web development;	Application	Consultation	Highly Desirable
3017	Backup and recovery, disaster recovery plan	Vendor should be able provide solution for backup and recovery of application data, files, information in case of catastrophic loss	Application	Support	Highly Desirable

3018	Provide training for feature enhancements or best practices	Vendor should be able to provide training and demonstration of feature enhancements or change in functionality to ensure that City staff are using the application properly and for best results.	Application	Support	Desirable
3019	Provide updates manual and technical documentation	Provide updated technical documentation and manuals to reflect feature enhancements or system changes	Documentation	Support	Desirable

## GENERAL SECURITY REQUIREMENTS

Access Control			
Req. #	Category	Requirement	Level of Need
4000	User Authentication / Secure Login	System access must be controlled by a secure login procedure the authenticates a users identity.	Mandatory
4001	Active Directory Integration	The system must be able to leverage the City's Identity Directory (Active Directory) for user identity and authentication. This can be achieved either directly via Windows Integrated Authentication (Kerberos) or indirectly via support for SSO technologies (OpenID, OAuth, SAML, etc.) or secure LDAP.	Mandatory
4002	Roles Based Access / Authorization	The system must support roles based (or group based) access control.	Mandatory
4003	Password Management	The system must support enforcing the City's password policy. Ideally, the system can integrate with Active Directory and leverage Kerberos for authentication.	Mandatory
4004	Multi-Factor Authentication (MFA)	The system should support the use of the City's Multi-Factor authentication solution (AzureAD MFA) for access from untrusted locations.	Preferred
4005	User Access Provisioning	The system should support automatic user provisioning/de-provisioning. Note: This requirement can be ignored if AD integration is possible.	Preferred

4006	Privileged Account Management	The system should support integration with leading Privileged Identity Management solutions.	Desired
4007	Password Encryption	Any passwords stored in the database, the application, or configuration files must be encrypted.	Mandatory

### Encryption

Req. #	Control Area	Requirement	Level of Need
4008	Encryption of Data in Transit	The system must support the encryption of City data while in transit.	Mandatory
4009	Encryption of Data at Rest	The system must support the encryption of City data while at rest.	Mandatory if Cloud, otherwise Preferred
4010	Encryption Protocols	The system supports a minimum of 128-bit AES encryption using TLS 1.2 or higher for transit encryption and 256-bit AES encryption at rest. Encryption of authentication information (passwords, security questions, etc.) should use AES 128-bit encryption or SHA-2 + salt one way hashing.	Preferred

### Auditing and Logging

Req. #	Control Area	Requirement	Level of Need
4011	Security Event Logging	All security events for the system must be logged for the purpose of performing breach investigations. At a minimum, log events should be created for the following events: failed logon attempts, failed data access attempts, and system configuration changes. Log entries should include (at a minimum): UserID, Type of Event, Date/Time of Event). The system should support integration into a Security Incident and Event Management system.	Mandatory
4012	Log Protection	Access to log files must be controlled and only given to those individuals who have been specifically authorized (system admin, security admin, etc.). Log file should be protected from modification and deletion.	Mandatory
4013	Auditing	Systems must have the ability to produce an audit of a user's interaction with that data (viewing, modifying or deleting) in addition to producing an audit report for the security logs.	Mandatory

Vulnerability Management			
Req. #	Control Area	Requirement	Level of Need
4014	Patch Management	System should allow for automated patch management. At the very least, security patches should be tested and then applied (automatically or manually) as soon as they are available from the vendor.	Preferred
4015	Malware protection	All systems should be able to function alongside the City's standard Trend Miro Office Scan antivirus (this includes clients, servers, and databases). If scanning exclusions are required, they should be limited as much as possible.	Preferred

## WEB APPLICATION SECURITY REQUIREMENTS

WEB APP SECURITY REQUIREMENTS			
Req. #	Category	Requirement	Level of Need
5000	Web Authentication	Internally facing web application should have an authentication mechanism that uniquely identifies users and has a password policy which matches or improves upon the City's password policy. Externally (public) facing web-based applications should provide or support strong authentication mechanisms (multi-factor authentication).	Preferred
5001	Session Management	All web applications components should appropriately manage sessions to prevent session hijacking and replay. Externally facing web applications should make use of the HTTP Only flag and strict security headers.	Preferred
5002	Web Access Control	All web applications components should support robust roles-based access. Implementation of roles-based access is required for any web application collecting, processing, accessing or storing sensitive information.	Preferred
5003	Web Input Validation	All web application components should appropriately validate input. Externally facing applications should have protections in place to prevent against the OWASP top 10, and be tested for protection against these vulnerabilities/exploits: <a href="https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project">https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project</a>	Preferred
5004	Web Cryptography at Rest	All cryptographic functions performed by the web application (or web server) should be applied on the server side and leverage the enterprise PKI (or a similar server side key management system) to manage and secure encryption keys.	Preferred

5005	Web Error Handling and Logging	All web applications should fail securely, and not reveal any sensitive or application configuration information in error messages.	Preferred
5006	Web Data Protection	All web applications should encrypt via HTTPS (TLS 1.2 or higher), and ensure no sensitive information is sent via a URL parameter. Sensitive data (PII, Credit Card Data, Financial and other sensitive City data) should never be cached client side in an unencrypted format and should be purged after a configurable period of retention.	Preferred
5007	Web Service Security	All web services should be protected according to the OWASP Web Service Security cheat sheet: <a href="https://www.owasp.org/index.php/Web_Service_Security_Cheat_Sheet">https://www.owasp.org/index.php/Web_Service_Security_Cheat_Sheet</a>	Preferred
5008	API Security	API security should be key, secret and time-limited token based. If not, then please specify API security strategy.	Preferred

**SCHEDULE B – DRAFT CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** Drupal Site Development for Surrey Libraries

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

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**APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

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**Title: Drupal Site Upgrade For Surrey Libraries**

**THIS AGREEMENT** is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**AGREEMENT No.: 1220-030-2021-058**

**BETWEEN:**

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

**AND:**

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Contractor)*

(the “**Contractor**”)

**WHEREAS** the City wishes to engage the Contractor to provide the Goods and Services and the Contractor agrees to provide the Goods and Services.

**Drupal Site Upgrade For Surrey Libraries**

**THEREFORE** in consideration of the premises and 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 each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this agreement the following definitions apply:

- (a) “**Disbursements**” has the meaning set out in Section 5.3;
- (b) “**Dispute**” has the meaning set out in Section 14.1;
- (c) “**Fees**” has the meaning set out in Section 5.1;
- (d) “**Goods**” has the meaning set out in Section 2.1;
- (e) “**Indemnitees**” has the meaning set out in Section 7.1;
- (f) “**Invoice**” has the meaning set out in Section 5.2(a)
- (g) “**Services**” has the meaning set out in Section 2.1;

- (h) **“Source Code”** means a set of instructions, written in programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into object code before the computer can understand them;
- (i) **“Term”** has the meaning set out in Section 2.5; and
- (j) **“Time Schedule”** has the meaning set out in Section 2.6.

## **1.2 Appendices**

The following attached Appendices are a part of this agreement:

- (a) Appendix 1 – Specifications of Goods and Scope of Services;
- (b) Appendix 2 – Fees and Payment;
- (c) Appendix 3 – Time Schedule;
- (d) Appendix 4 – Personnel and Sub-Contractors; and
- (e) Appendix 5 – Additional Services.

## **2. GOODS AND SERVICES**

### **2.1 Goods and Services**

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

### **2.2 Amendment of Goods and Services**

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

### **2.3 Additional Goods and Services**

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

### **2.4 Standard of Care**

The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

## **2.5 Term**

The Contractor will provide the Goods and Services for the period commencing on (**START DATE**) and terminating on (**END DATE**) (the “**Term**”).

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this agreement will remain in force except where amended in writing by the parties.

## **2.6 Time**

The Contractor acknowledges that time is of the essence with respect to the provision of the Goods and Services and accordingly the Contractor will provide the Goods and 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 Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## **2.7 Warranty of Goods**

The Contractor warrants that the Goods supplied by the Contractor shall be free from defects in design, materials, workmanship, and title, shall conform in all respects to the terms of this agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City. The Goods shall be of the best quality if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third-party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased.

The Contractor shall assign to the City any warranty or service guarantee offered by a third-party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e., motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.

## **2.8 Pandemic Restrictions**

The parties acknowledge that this agreement has been entered into during the on-going COVID-19 pandemic (the “**Pandemic**”). The Contractor advises that it is able to proceed to provide the Goods and perform with the Services under the Pandemic conditions and restrictions (collectively the “**Pandemic Restrictions**”) as they exist as of the date of this agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor’s performance of the Goods and Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.8 will apply to new Pandemic Restrictions, which arise after the date of this agreement, whether anticipated or not, which reasonably interfere with the Contractor providing the Goods and performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to provide the Goods and perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the agreement will remain valid and in force, subject to the terms of the agreement including, without limitation Section 12 (Workers’ Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Goods and Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Goods and Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Goods and Services.

## **3. PERSONNEL**

### **3.1 Qualified Personnel**

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

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

The Contractor will provide the Goods and Services using the professional personnel and sub-contractors as may be listed in Appendix 4 and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Goods and Services without the prior written approval of the City.

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

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

### **3.4 Sub-Contractors and Assignment**

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

### **3.5 Agreements with Sub-Contractors**

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

## **4. LIMITED AUTHORITY**

### **4.1 Agent of City**

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

### **4.2 Independent Contractor**

The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Goods or Services to any other person except as provided for in Section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## **5. FEES**

### **5.1 Payment for Goods and Services**

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

### **5.2 Payment**

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Each Invoice should be sent **electronically** to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) and include the following information:
  - (1) an invoice number;
  - (2) the Contractor's name, address and telephone number;

- (3) the City's reference number for the Goods and Services; P.O. # **(to be advised)**
  - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
  - (5) the percentage of the Goods and Services completed at the end of the previous month;
  - (6) the total budget for the Goods and Services and the amount of the budget expended to the date of the Invoice;
  - (7) taxes (if any);
  - (8) grand total of the Invoice;
- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
  - (c) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
  - (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
  - (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

### 5.3 Records

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

### 5.4 Goods not listed in Appendix 2

All replacement Goods not specifically listed in Appendix 2 but required will be supplied by the Contractor and invoiced to the City at cost plus ~~<~~ **insert percentage discount (\_\_\_%).** > The Contractor shall submit, upon request by the City, actual supplier's invoices to establish the cost of the Goods.

### 5.5 Units of Goods and Services

The estimated units of Goods and Services in Appendix 2 are for determination of the price only. The City does not guarantee that the actual amounts of Goods and Services of any unit class will correspond even approximately to the estimated units but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Appendix 2.

## **5.6 Personnel Hourly Rates**

The personnel hourly rates in Appendix 2 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

## **5.7 Equipment Hourly Rates**

The equipment hourly rates in Appendix 2 shall include all overhead, profit and shall include operators, fuel, repairs, moving charges, etc. Time required for transportation of equipment to and from work sites within Surrey will be payable at the appropriate equipment hourly rates. Payment for time required to transport equipment into and out of the City's jurisdictional boundaries will not be payable.

## **5.8 Incidental Goods Supply**

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental and shall not be paid for separately by the City under Appendix 2.

## **5.9 Non-Residents**

If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

## **6. CITY RESPONSIBILITIES**

### **6.1 City Information**

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

### **6.2 City Decisions**

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

### **6.3 Notice of Defect**

If the City observes or otherwise becomes aware of any fault or defect in the delivery of the Goods or the provision of Services, it may notify the Contractor, but nothing in this agreement will be



interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of the Services.

## **7. INSURANCE AND DAMAGES**

### **7.1 Indemnity**

The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

### **7.2 Survival of Indemnity**

The indemnity described in this Contract 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 Contractor's Insurance Policies**

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than two million (\$2,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators' liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured, and
- (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.

### **7.4 Insurance Requirements**

The Contractor will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of

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

## **7.5 Contractor Responsibilities**

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

## **7.6 Additional Insurance**

The Contractor shall place and maintain or cause any of its sub-contractors 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 Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

## **8. TERMINATION**

### **8.1 By the City**

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

### **8.2 Termination for Cause**

The City may terminate this agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because

of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or

- (b) If the Contractor is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor further written notice.

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

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

### **8.3 Curing Defaults**

If the Contractor 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 Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. 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 Contractor.

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

### **9.1 Applicable Laws and City Policies**

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.

The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.

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

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

### **9.3 Interpretation of Codes**

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

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

### **10.1 No Disclosure**

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and 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 Goods and Services.

**Refer to Attachment #2 for additional information.**

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

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

**Refer to Attachment #1 for additional information.**

### **10.3 Return of Property**

The Contractor 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 Contractor 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 Contractor.

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

12.1 The Contractor 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 the supply of the Goods and Services. The Contractor 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 Contractor. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

- 12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor 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 Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor 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 Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 12.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

### **13. BUSINESS LICENSE**

The Contractor 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 Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 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 Goods and 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 Goods and Services.

### **16.2 Amendment**

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

### **16.3 Contractor Terms Rejected**

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

### **16.4 Survival of Obligations**

All of the Contractor's obligations to perform the Goods and 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 should 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, Surrey City Hall  
<☒ insert department/division/section name>  
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

Attention: <☒ insert contact name>  
<☒ insert title>

Telephone No.: <img alt="insert icon" data-bbox="354 96 381 110"/> insert>  
Fax No.: <img alt="insert icon" data-bbox="354 113 381 127"/> insert>  
Email: <img alt="insert icon" data-bbox="354 130 381 144"/> insert>

**(b) The Contractor:**

<img alt="insert icon" data-bbox="294 196 321 210"/> insert name and address>

Attention: <img alt="insert icon" data-bbox="294 230 321 244"/> insert contact name>  
<img alt="insert icon" data-bbox="294 247 321 261"/> insert title>

Business Fax No.: <img alt="insert icon" data-bbox="354 282 381 296"/> insert>  
Business Email: <img alt="insert icon" data-bbox="354 299 381 313"/> 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 Contractor.



**SPECIAL CONDITION**

**16.13 Compliance with COVID 19 Policy**

It is a material term of this agreement that the Contractor, and any personnel and subcontractors providing the Goods and performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City’s COVID 19 policy(ies) and requirements, including with respect to Contractor’s personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such polices and requirements.

The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City’s vaccination policies. The City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

**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)

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

**[INSERT NAME OF CONTRACTOR]**

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

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

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

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

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

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

**(APPENDICES 1 THROUGH 7 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)**

**APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

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

**APPENDIX 5 – ADDITIONAL SERVICES**

**APPENDIX 6 – PRIVACY PROTECTION SCHEDULE**

**APPENDIX 7 – CONFIDENTIALITY AGREEMENT**

## 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](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 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.**

\_\_\_\_\_  
(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 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):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

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](#);
- (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):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

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

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

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):

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

(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):

- (i) a narrative that illustrates an understanding of the City's requirements for the Goods and Services;
- (ii) a narrative that illustrates how the Proponent will provide the Goods and perform the Services, and accomplish required objectives within the City's schedule;
- (iii) a description of the standards to be met by the Proponent in providing the Goods and Services;
- (iv) 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);
- (v) 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;
- (vi) a description of the process that the Proponent would take in tracking of approved and signed off deliverables and requirements;
- (vii) a description of the project management approach that the Proponent would take in delivering the solution and performing the required services;
- (viii) a description on how the Proponent will develop and maintain technical documentation of the delivered solution.
- (ix) environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;
- (x) 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:
  - a. Risk management
  - b. Security policy
  - c. Organization of information security
  - d. Asset management
  - e. Human resources security
  - f. Physical and environmental security
  - g. Communications and operations management

- h. Access control
  - i. Information systems acquisition, development, and maintenance
- (xi) 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

- (xii) 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-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:

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### 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.
6. 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.



7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. The Contractor represents that is not now a party to and shall not enter into any agreement or assignment in conflict with this Agreement.
13. 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.
14. 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)