



REQUEST FOR PROPOSALS

Title: Privileged Account Management (PAM)

Reference No.: 1220-030-2017-002

FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)

TABLE OF CONTENTS

1. INTRODUCTION	3
1.1 Purpose	3
1.2 Definitions.....	3
2. INSTRUCTIONS TO PROPONENTS	4
2.1 Closing Time and Address for Proposal Delivery	4
2.2 Information Meeting	4
2.3 Late Proposals.....	5
2.4 Amendments to Proposals.....	5
2.5 Inquiries.....	5
2.6 Addenda	6
2.7 Examination of Contract Documents and Site.....	6
2.8 Opening of Proposals	6
2.9 Status Inquiries.....	6
3. PROPOSAL SUBMISSION FORM AND CONTENTS.....	6
3.1 Package (Hard Copy)	6
3.2 Form of Proposal	7
3.3 Signature	7
4. EVALUATION AND SELECTION.....	7
4.1 Evaluation Team.....	7
4.2 Evaluation Criteria	7
4.3 Discrepancies in Proponent's Financial Proposal	8
4.4 Litigation	8
4.5 Additional Information	9
4.6 Interviews	9
4.7 Multiple Preferred Proponents	9
4.8 Negotiation of Contract and Award	9
5. GENERAL CONDITIONS.....	10
5.1 No City Obligation.....	10
5.2 Proponent's Expenses.....	10
5.3 No Contract	10
5.4 Conflict of Interest.....	10
5.5 Solicitation of Council Members, City Staff and City Contractors	10
5.6 Confidentiality	10

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

SCHEDULE B – DRAFT CONTRACT

SCHEDULE C – FORM OF PROPOSAL

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The City of Surrey (the "**City**") invites proponents to provide a proposal in response to this Request for Proposals (the "**RFP**") on the form attached as Schedule C (the "**Proposal**") for the supply of the goods (if any) and services described in Schedule A (the "**Goods and Services**"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Proposal (the "**Proponent**") should prepare a Proposal that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

1.2 Definitions

In this RFP the following definitions shall apply:

"**BC Bid Website**" means www.bcbid.gov.bc.ca;

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

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

"**City Website**" means www.surrey.ca;

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

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

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

"**Goods**" has the meaning set out in Schedule A;

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

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

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

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

"**RFP**" means this Request for Proposals;

"**Services**" has the meaning set out in Schedule A;

"**Site**" means the place or places where the Goods are to be delivered and the Services are to be performed; and

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

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

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

(a) Email

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

on or before the following date and time

Time: 3:00 p.m., local time
Date: January 31, 2017

(the “Closing Time”).

PDF emailed Proposals are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the City’s equipment functions properly so that the Proposal is submitted on time.

(b) Hard Copy

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

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

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

on or before the Closing Time.

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 Proponent, 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: Wednesday, January 18, 2017
Where: City Hall – Room 2E 30.08 Community Room A
13450 104 Avenue, Surrey, B.C. V3T 1V8
Time: 2:00 PM

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-030-2017-002

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.bc.ca (the "**BC Bid Website**") and the City Website at www.surrey.ca (the "**City Website**") that will

form part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

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

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

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

Please double-side your Proposal.

3.2 Form of Proposal

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

3.3 Signature

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

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

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

4.2 Evaluation Criteria

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

- (a) **Experience, Reputation and Resources**
The Evaluation Team will consider the Proponent's responses to items (i) to (x) in Schedule C-2.
- (b) **Technical**
The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (iv) in Schedule C-3.
- (c) **Financial**
The Evaluation Team will consider the Proponent's response to Schedule C-5.

(d) Statement of Departures

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

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

4.3 Discrepancies in Proponent's Financial Proposal

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

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

4.4 Litigation

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

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its 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 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 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 complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors 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 Contractors

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

5.6 Confidentiality

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

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The Goods and Services include without limitation the supply and delivery of material, the provision of skilled labour, and equipment to complete the purchase and implementation of a Privileged Account Management (PAM) solution.

Project Description

In order to manage the numerous business systems and related infrastructure, the City of Surrey makes heavy use of privileged administration and service accounts. The City believes these accounts represent a significant risk to the organization if not properly managed. Historically, the City has been able to manage the provisioning and use of the accounts through manual processes; however, the City is now too large to be able to ensure the processes are consistently reliable. As such, the City has identified Privileged Account Management as one of the top critical controls needed to improve its overall security posture.

Current Environment

The City's current process for provisioning, using, and auditing privileged accounts is both time consuming and insecure. Moreover, the City of Surrey has no ability to audit the use of these accounts, placing the City in a state of non-compliance with privacy legislation and a number of industry regulations.

High Level Description of Goods and Services Requested

The City moving towards a "Consolidated Edge" topology in an effort to simplify its security architecture. As part of this effort, the City will be replacing its current privileged password manager and manual processes with a single privileged account management solution. The solution proposed must function within a segregated environment that has isolated security zones (both north/south and east west security zones) within a single logical instance, allowing the City to ensure all privileged accounts are appropriately managed in all securely zones from a single management platform. The proposed solution must also support PCI DSS 3.2 compliance.

Specifically, the City is seeking a solution that provides the following:

1. Privileged Account Management
2. Automated Account Checkout and Privilege Escalation
3. Robust Auditing
4. API Based Functionality and DevOps Integration
5. Single Pane of Glass Management
6. Training (On-site Instructor Lead or Classroom Based)
7. Implementation Support Services

Detailed Requirements

<u>Req No.</u>	<u>Required/Preferred/Desired</u>	<u>Requirement Category</u>	<u>Requirement</u>	<u>Requirement Description</u>
1	Required	Access Control	Fine-grained Access Control	Fine-grained access control for sensitive accounts users predate password vaults.
2	Required	Access Control	Authentication	Compatibility with certificate and Kerberos based authentication
3	Required	Access Control	Command filtering	Ability to restrict commands and for strong (MFA) authentication for highly sensitive commands
4	Required	Auditing	Account Auditing	Detailed activity auditing for privileged accounts, including service and shared accounts.
5	Required	Auditing	Command Recording	Ability to log and provide an audit of commands executed.
6	Required	Auditing	Click and Keystroke Recording	Ability to record clicks and keystrokes associated with a privileged account
7	Required	Auditing	Real Time Monitoring	Ability to monitor live sessions in real time.
8	Required	Integration	Script/API based Integration	Ability to use access the password safe via script/API to eliminate the need for hard coded passwords in applications.
9	Required	Integration	Active Directory Integration	Native integration with Active Directory.
10	Required	Integration	MFA Integration	Integration with any MFA provider (specifically Microsoft MFA server and Azure MFA)
11	Required	Log Management	SIEM	Native ability to integrate security events with leading SIEM providers
12	Required	Log Management	Log Management	Native ability to integrate with SolarWinds log management.
13	Required	Password Management	Password Encryption	Passwords stored in the password vault are encrypted with a minimum of 256-bit AES

				encryption.
14	Required	Password Management	Credential Management	Ability to manage credentials for privileged, shared, generic, application and service accounts.
15	Required	Password Management	Password Checkout	Support for password checkout with configurable timeouts and automatic Password randomization and reset after use.
16	Required	Platform Support	End Points (Servers and User Devices)	Support for Windows Server 2K-2K16, Ubuntu Linux, OSX
17	Required	Session Management	Jump Server / Management Server	Ability to provide or integrate with a single point of access (Jump Server/Management VLAN) to manage critical assets.
18	Required	Session Management	Time Bound Sessions	Ability to time limit privileged access sessions.
19	Required	Workflow	Centralized Policy Management	Ability to manage and apply policy for privileged and specialized accounts from a single management platform.
20	Preferred	Access Control	UAC/SUDO Integration	Allow for integration with Windows UAC and or Linux SUDO for inline privilege escalation.
21	Preferred	Access Control	Account Discovery	Privileged Account Discovery or Reporting for Active Directory and Cloud Based Services (SaaS)
22	Preferred	Auditing	Traffic Capture	Ability to capture network traffic associated with particular activities or commands
23	Preferred	Auditing	Session Recording	Ability to perform sequential screen capture and full video recording
24	Preferred	Cloud	SSO	Ability to integrate and manage SaaS admin accounts are both the application and service level.
25	Preferred	Cloud	Infrastructure Authorization Management	Fine-grained authorization of infrastructure management operations (who can create/modify/delete/start/stop individual instances)
26	Preferred	Integration	AzureAD/ADFS integration	Integration with AzureAD and Active Directory Federation Services

27	Preferred	Integration	PKI Integration	Integration with the City's PKI for key management and recovery.
28	Preferred	Integration	Service Now Integration	Ability to integrate workflow with Service Now
29	Preferred	Password Management	Inband Access	Ability to use a privileged account password by connecting directly through to a requested resource without the user directly viewing or using the password.
30	Preferred	Password Management	Obfuscation/Masking	Password obfuscation so that no users actually ever know the password of a privileged, service/application or shared/generic account
31	Preferred	Password Management	Policy based credential controls	The ability to utilize policy-based credential management.
32	Preferred	Platform Support	Mobile Devices	Support for iOS, Android and Blackberry
33	Preferred	Platform Support	Security and Network	Support for all leading network and security platforms.
34	Preferred	Session Management	Location Bound Sessions	Ability to limit privileged access sessions to specific geographical locations.
35	Preferred	Workflow	Approval Workflow	Ability to build workflows that support both manual and automatic approvals.
36	Preferred	Workflow	Time of access approval	Ability to build approval workflows that can vary based on time of day.
37	Preferred	Workflow	Break Glass	Break glass functionality that allows certain users to escalate privileges or users privileged identities without prior approval in case of emergencies, which then trigger a full audit of use.
38	Desired	Cloud	Behavioral Analytics	Behavioural analytics' for Privileged/Share/Service accounts and Integration with Microsoft's ATA
39	Desired	Integration	MDM	Ability to integrate with Azure Intune

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Privileged Account Management (PAM)

Reference No.: 1220-030-2017-002

TABLE OF CONTENTS

1. INTERPRETATION..... 20

1.1 Definitions 20

1.2 Appendices 21

2. SERVICES..... 21

2.1 Goods and Services 21

2.2 Amendment of Goods and Services 21

2.3 Additional Goods and Services..... 21

2.4 Standard of Care 21

2.5 Term..... 21

2.6 Time 22

2.7 Warranty of Goods 22

3. PERSONNEL..... 22

3.1 Qualified Personnel 22

3.2 Listed Personnel and Sub-Contractors 22

3.3 Replacement of Personnel or Sub-Contractors..... 23

3.4 Sub-Contractors and Assignment 23

3.5 Agreements with Sub-Contractors 23

4. LIMITED AUTHORITY 23

4.1 Agent of City..... 23

4.2 Independent Contractor 23

5. FEES 23

5.1 Payment for Goods and Services 23

5.2 Payment 24

5.3 Records 24

5.4 Goods not listed in Appendix 2 25

5.5 Units of Goods and Services 25

5.6 Personnel Hourly Rates..... 25

5.7 Equipment Hourly Rates..... 25

5.8 Incidental Goods Supply 25

5.9 Non-Residents..... 25

6. CITY RESPONSIBILITIES..... 26

6.1 City Information 26

6.2 City Decisions..... 26

6.3 Notice of Defect..... 26

7. INSURANCE AND DAMAGES 26

7.1	Indemnity.....	26
7.2	Survival of Indemnity	26
7.3	Contractor’s Insurance Policies	26
7.4	Insurance Requirements	27
7.5	Contractor Responsibilities	27
7.6	Additional Insurance	27
7.7	Waiver of Subrogation	27
8.	TERMINATION	28
8.1	By the City.....	28
8.2	Termination for Cause	28
8.3	Curing Defaults.....	28
9.	APPLICABLE LAWS, BUILDING CODES AND BY-LAWS	29
9.1	Applicable Laws	29
9.2	Codes and By-Laws	29
9.3	Interpretation of Codes	29
10.	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION	29
10.1	No Disclosure.....	29
10.2	Freedom of Information and Protection of Privacy Act.....	29
10.3	Return of Property	29
11.	USE OF WORK PRODUCT	29
12.	WORKERS’ COMPENSATION BOARD, AND OCCUPATIONAL HEALTH AND SAFETY	30
13.	BUSINESS LICENSE	31
14.	DISPUTE RESOLUTION	31
14.1	Dispute Resolution Procedures	31
15.	JURISDICTION AND COUNCIL NON-APPROPRIATION.....	31
16.	GENERAL	32
16.1	Entire Contract	32
16.2	Amendment.....	32
16.3	Contractor Terms Rejected.....	32
16.4	Survival of Obligations.....	32
16.5	Cumulative Remedies	32
16.6	Notices	32
16.7	Unenforceability.....	33
16.8	Headings.....	33
16.9	Singular, Plural and Gender	33

16.10 Waiver..... 33
16.11 Signature..... 33
16.12 Enurement..... 34

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

Title: Privileged Account Management (PAM)

AGREEMENT No.: 1220-030-2017-002

THIS AGREEMENT is dated for reference this _____ day of _____, 20_____.

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

WHEREAS the City and the Contractor wish to undertake this agreement with the Contractor providing the following Goods and Services:

Privileged Account Management (PAM)

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

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

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

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

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

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

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

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

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

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

1.2 Appendices

The following attached Appendices are a part of this agreement:

Appendix 1 – Specifications of Goods and Scope of Services;
Appendix 2 – Fees and Payment;
Appendix 3 – Time Schedule;
Appendix 4 – Personnel and Sub-Contractors; and
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 City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) twelve (12) month periods. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, 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 performance of the Services and accordingly the Contractor will provide 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.

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 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 Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in 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**"). The unit prices and the lump sum prices for Goods and Services listed Appendix 2 of this agreement shall be full compensation for the supply and installation of the Goods and Services including, without limitation, storage, delivery, labour, traffic control, overhead costs and profit (excluding applicable taxes). **For greater certainty, costs of**

general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. 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.

Fees, Disbursements, and GST will not exceed the amount of <📄 insert contract price in numbers> without the prior written approval of the City.

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Contractor will submit a **monthly** invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Goods and Services provided in the **previous month**, and including the following information:
 - (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's reference number for the 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) the Contractor will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its Final Report to the City; and
- (e) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: _____

Address: _____

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 sections 7.1 and 12.4 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 five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period, and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

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

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (d) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Goods and Services;
- (e) 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
- (f) 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, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

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

9.2 Codes and By-Laws

The 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.

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.

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*. 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 Appendix 4 of 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 must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey

 insert department/division/section name>

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

Attention: **insert City contact name>**

 insert title>

Fax No.: **insert>**

Email: insert>

(b) The Contractor:

 insert name and address>

Attention: insert City contact name>

 insert title>

Fax No.: insert>

Email: 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.

[END OF PAGE]

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.

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)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

APPENDIX 1 – 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

(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED AND WILL INCLUDE DETAILS FROM THE RFP AND THE SUCCESSFUL PROPOSAL.)

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Privileged Account Management (PAM)

RFP Reference No.: 1220-030-2017-002

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:
City Representative: Richard D. Oppelt, Purchasing Manager
Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C. Canada, V3T 1V8

Email for PDF Files: 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** having full knowledge that the City reserves the right to divide up the Goods and Services by type of work, 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 agreements to perform a portion or portions of the Goods and Services.

- 3.0** **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.

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

5.0 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):

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

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 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):

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

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

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

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the 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 Privileged Account Management (PAM) including approximate total volume of Privileged Account Management (PAM) work performed for the last five years;
- (iii) Proponent's demonstrated ability to provide the Goods and 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) a workplan that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required project objectives within the City's schedule;
- (viii) a description of the quality assurance standards to be met by the Proponent in providing the Services; and
- (ix) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____
 Project Name: _____
 Responsibility: _____

Sub-Contractors

- (x) 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

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 Goods and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in providing the Goods and Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the Goods and Services, manage the Goods and Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Goods and Services.

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

Proponents should provide a preliminary Time Schedule for the Goods and Services, including the range of start dates to which your firm is prepared to commit and anticipated completion dates. This Time Schedule should work within the timeframes as may be outlined by the City. Any conflict in the two should be described. The Time Schedule should include a list of all anticipated meetings with the City and their locations.

The City prefers the preliminary schedule to be provided as a Microsoft Project Gantt chart both in paper and electronically.

Include a list of all assumptions used in developing the Time Schedule for the Goods and Services as presented in Schedule A – Specifications of Goods and Scope of Services, but not limited to the following:

- Project Meetings
- Design Milestones
- Construction/Installation Milestones
- Equipment and Material Procurement
- Training and Demonstration Periods
- Final Completion of the Goods and Services

The schedule included may be on 11"x17" size sheets.

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

The Proponent offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows, use the spaces provided and/or attach additional pages, if necessary):

F.O.B. Destination Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
Item #	Item Name	Total Amount
To provide all labour, materials, plant and equipment and all other services necessary for the provision of a Privileged Account Management (PAM) as stated in the specifications.		
1.	Hardware Cost per Unit	
2.	Implementation Services Cost	
3.	Training Cost	
4.	Project Management	
5.	Other	
<p>Note #1: Overheads, General Conditions and Profit are to be included in the above amounts.</p> <p>Note #2: B.C. Provincial Sales Tax is included where applicable.</p>		
		Subtotal: \$
		GST (5%): \$
CURRENCY: Canadian		TOTAL PROPOSAL PRICE: \$

List of Optional Alternative Prices:

The following is a list of alternative price(s) and forms part of this RFP, upon the acceptance of any or all of the alternative price(s). The alternative prices are an addition or a deduction to the Total Proposal Price and do not include GST. DO NOT state a revised Total Proposal Price.

Item #	Item Name	Addition	Deduction
OAP.1	Optional Controls - Re		
OAP.2	Extended one (1) year Warranty		
OAP.3	Extended two (2) years Warranty		
OAP.4	Annual Maintenance		
OAP.5	Other		

Proponents should complete the following tables setting out the all-inclusive hourly rates including overhead, profit, small tools and work vehicles (trucks/vans) for approved extras/credits for all applicable categories of labour (use the spaces provided and/or attach additional pages, if necessary):

Table 1 – Schedule of Labour Rates:

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Project Manager	\$	\$
.2 Data Analyst	\$	\$
.3 IT Architect	\$	\$
.4 Software Engineer	\$	\$
.5 Other	\$	\$

Table 2 – Schedule of Equipment Rates:

No.	Equipment Description	Hourly Rate
		\$
		\$

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:

ATTACHMENT 1 APPENDIX 6 – PRIVACY PROTECTION SCHEDULE

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

Definitions

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

Purpose

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

ATTACHMENT 2
APPENDIX 7 – CONFIDENTIALITY AGREEMENT

WHEREAS:

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

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

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

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

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

3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Contractor utilizes to protect its own confidential information of a similar nature.
5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
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.