



REQUEST FOR PROPOSALS

Title: FACILITY CONDITION ASSESSMENTS AND ASSET
MANAGEMENT/ CAPITAL PLANNING SYSTEM

Reference No.: 1220-030-2019-050

FOR THE ACQUISITION OF PROFESSIONAL SERVICES AND INFORMATION TECHNOLOGY SOLUTIONS

(General Services)

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The City of Surrey (the “**City**”) is interested in receiving proposals (the “**Proposal**”) from proponents (the “**Proponent**”) who have recent experience in providing Facility Condition Assessments and Asset Management/ Capital Planning System as defined in Schedule A.

The purpose of this request for proposals (the “**RFP**”) is to solicit competitive proposals for the most appropriate Facility Condition Assessments and Asset Management/ Capital Planning System that provides the robust functionality (the “**Services**”) as described in Schedule A.

This RFP is designed to provide the Proponent with the information necessary to prepare a competitive Proposal. Similarly, the RFP process is intended to also provide the City with the information it requires to select a Proponent to provide the Services. Specifically, the City is looking for a Proponent whose Solution (as defined in section 1.3) meets or exceeds the City’s requirements as described in Schedule A.

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 2.6;

“**City Website**” means www.surrey.ca;

“**Closing Time**” has the meaning set out in section 2.2;

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

“**Evaluation Team**” means the team appointed by the City;

“**Facility Condition Assessments and Asset Management/ Capital Planning System**” means a cloud computing Facility Condition Assessments and Asset Management/ Capital Planning System that is capable of performing the Services;

“**Information Meeting**” has the meaning set out in section 2.3;

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

“**Proponent**” means an entity that submits a Proposal;

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

“RFP” means this Request for Proposals;

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

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

“Solution” means a Facility Condition Assessments and Asset Management/ Capital Planning System and all related implementation services; and

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Anticipated Solicitation Schedule

The following is the City’s estimated timeline for the project.

Solicitation Schedule	Estimated Dates
Issuance of the RFP	October 1, 2019
Information Meeting	October 8, 2019
Closing Date and Time	October 29, 2019
Evaluation of Proposals	October 30 to November 5, 2019
Interviews/Demonstrations dates for Preferred Proponents only (if any)	November 6 to November 12, 2019
Finalization of the Contract	November - December 2019
Expected “Go Live” Date	April 1, 2020

The City reserves the right to modify this schedule at the City’s discretion.

2.2 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 should submit the Proposal electronically in a single pdf file which must be received by the City by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time
Date: October 29, 2019

(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 [604-590-7274] to confirm receipt. A Proponent bears all risk that the City’s equipment functions properly so that the Proposal is received 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 received by the City at the office of:

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

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

on or before the Closing Time.

2.3 Information Meeting

If the City determines that an information meeting is required to this RFP then delete the above paragraph and substitute with the following:

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

When: **October 8, 2019**

Where: Surrey Operations Centre, 6651 148 Street, Surrey, BC V3S 3C7

Time: 10:00 AM Pacific Time

2.4 Late Proposals

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

2.5 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.2, 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 4.3. 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.

2.6 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, Manager, Procurement Services

Address: 13450 – 104th Avenue
Surrey, British Columbia, V3T 1V8, Canada

Business Fax: 604-599-0956

Business E-mail: purchasing@surrey.ca

Reference: 1220-030-2019-050

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 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.7 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca 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.

2.8 Examination of Contract Documents (Schedule B)

The Contract that has been adopted by the City for technology projects is included in this RFP solicitation: as Schedule B (for cloud computing implementations). Proponents are responsible to review all specifications, requirements, terms and conditions, insurance requirements, and other requirements herein. Proponents should be prepared to enter into a Contract substantially the same as the one attached as Schedule B. The Proponents failure to execute a Contract substantially the same as the one attached as Schedule B may result in disqualification for future solicitations for this same or similar products/services.

Submittal of a Proposal is agreement to the above condition. Proponents are to price and submit Proposals to reflect all the specifications and requirements in this RFP and terms and conditions substantially the same as those included in this RFP.

Any specific areas of dispute with the attached Contract must be identified in a Proponent's Proposal (refer to Schedule C-1 – Statement of Departures) and may, at the sole discretion of the City, be grounds for disqualification from further consideration in award of a contract.

The City may request that a Shortlisted Proponent submit its preferred License Agreement and Support Agreement.

The terms of the Proponent's preferred License Agreement and Support Agreement should either not contradict the terms of the Contract, or else such varying terms and requirements should be identified in the Proponent's Statement of Departures (Schedule C-1 to this RFP).

The terms of a License Agreement and Support Agreement will be consistent with information provided by the Proponent in Schedule C-3-1 – Facility Condition Assessments and Asset Management/ Capital Planning System Requirements Response – of its Proposal.

The City may consider and may choose to accept some, none, or all Contract modifications that the Proponent has submitted with its Proposal.

Nothing herein prohibits the City, at its sole option, from introducing or modifying contract terms and conditions and negotiating with the Preferred Proponent to align the proposal to City needs, within the objectives of the RFP. The City has significant and critical time frames which frame this initiative; therefore, should such negotiations with the highest ranked, apparent Preferred Proponent fail to reach agreement in a timely manner as deemed by the City, the City, at its sole discretion, retains the option to terminate negotiations and continue to the next-highest ranked Proposal.

2.9 Opening of Proposals

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

2.10 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. COMPETITIVE SELECTION PROCESS

This Section describes the competitive selection process that the City intends to use in the selection of a Preferred Proponent or Preferred Proponents.

- (a) At least five business days in advance of the demonstration the City will provide each Shortlisted Proponent with a finalized agenda the City would like to discuss;
- (b) if a Shortlisted Proponent wishes to rely upon anything said or indicated at the demonstration, the Shortlisted Proponent must submit an inquiry describing the information it would like to have confirmed and request the City provide that information to the Shortlisted Proponents in written form and, if such information relates to a clarification, explanation or change to the RFP, request an addendum clarifying and/or amending the RFP;
- (c) by participating in the demonstration a Shortlisted Proponent confirms its agreement with these procedures and acknowledges that the meeting is an integral part of the competitive selection process as described in this RFP and is in the interests of all parties.

3.1 Demonstration (Shortlisted Proponents Only)

A demonstration for Shortlisted Proponents only will be held at either Surrey City Hall or Surrey Operations Centre, on the date and time specified in Table 1, below.

If selected as a Shortlisted Proponent, Proponents agree to provide the Evaluation Team the opportunity to interview proposed key personnel identified by the Evaluation Team, at the option of the City. The Evaluation Team may request a Shortlisted Proponent to provide a demonstration of the Proposal as an opportunity for the Evaluation Team to ask questions and seek clarifications. This demonstration will allow Shortlisted Proponents to present their proposal and demonstrate the proposed Facility Condition Assessments and Asset Management/ Capital Planning System to the Evaluation Team.

Shortlisted Proponents will be offered various dates from which to select to provide their demonstration.

The City reserves the right not to conduct demonstrations. Should the demonstrations be held, the City requires that they be led by the proposed Shortlisted Proponent's key personnel (respective advisors, employees or representatives). The City reserves the right, to record (audio/visual) of each shortlisted Proponent's demonstration as part of its evaluation process.

3.2 Demonstration Deliverables

The City's requires clear and relevant information that will be useful for the evaluation committee. Boilerplate documentation or company brochures are discouraged. Emphasis should be on brevity, completeness, relevance, and clarity of content.

Demonstrations shall describe the firm's qualifications, abilities, resources, performance examples, and other information related to the Proponents' declared expertise in providing solutions for cities and municipalities as listed in the Scope of Services (Schedule A). The following deliverables and tasks must be presented by Shortlisted Proponents on the day of their demonstration:

- (a) Describe firm's approach and methodology to complete the scope of work. Describe how the project will be managed, providing a schedule or diagram that shows how the City's requirements listed in the RFP will be met. Include coordination, sequencing, control of resources, cost control, and how the project will be kept on schedule and budget. See Schedule C-4 for additional details.
- (b) Sample reports
 - a. Provide sample FCA reports for buildings of similar size and level of complexity to those being assessed for the City. Include risk assessment of critical equipment, and health and safety components.
 - b. Provide sample correction projects for outstanding issues with possible solutions and budgets.
 - c. Provide sample Energy Audits for buildings of similar size, level of complexity and location as those being assessed for the City.
 - d. Provide a sample capital and replacement plan based on sample data.
- (c) Complete a live demonstration of the software using sample data that includes the following:
 - a. Capital planning scenario
 - b. Asset management components
 - c. Generating a new project scenario
 - d. Building and citywide dashboards
- (d) Specific software tasks
 - a. Navigate between granular data and high-level information in both directions.
 - b. Run a capital investment scenario to see how changes to assets and/or projects impacts a sample building's FCI.
 - c. Create new dashboard
- (e) Pricing model
 - a. As per Schedule C-5-1
 - b. Rates for assessment services by registered professionals
 - c. Rates for work outside of existing scope
- (f) Training
 - a. As per Schedule C-5-1
 - b. Deployment training
 - c. Upgrade and special training

(g) Duration: 2 hours per Proponent, includes coffee break and Q&A.

3.3 Points of Consideration for Demonstration

The following points should be considered by the Shortlisted Proponent while planning for the demonstration:

- (a) All Key Personnel (as identified in Schedule C-2) of the Shortlisted Proponent should attend and actively participate in the demonstration.
- (b) Shortlisted Proponents will be required to present their Proposal and demonstrate their proposed Facility Condition Assessments and Asset Management/ Capital Planning System to the Evaluation Team. The City Representative will schedule the time for each demonstration during the period of dates set aside for this purpose and will be indicated in the notification letter.
- (c) All demonstrations will be held at either Surrey City Hall or Surrey Operations Centre on the date and time to be determined and advised by the City.
- (d) The City will provide a suitable meeting room for the demonstration. With the exception of the following, Shortlisted Proponents are to provide their own hardware/software and may not have access to any other City supplied equipment. Any software/application will need to be installed on the Shortlisted Proponent's equipment. In addition, Shortlisted Proponents are responsible for populating their demonstrations with sample data.

The following items may be provided by the City:

- Projector
 - Wired or Wi-Fi connection
 - Conference Phone
- (e) The Facility Condition Assessments and Asset Management/ Capital Planning System used in the demonstration must be the same as that included in the Proposal. If certain requirements as specified in Schedule C-3-1 are met by third-party software as part of the Shortlisted Proponent's Solution, the Shortlisted Proponent is expected to demonstrate the third party product and so indicate during the demonstration.
 - (f) If a Shortlisted Proponent wishes to rely upon anything said or indicated by the City at the demonstration, the Shortlisted Proponent must submit an inquiry describing the information it would like to have confirmed and request the City provide that information to the Shortlisted Proponents in written form and, if such information relates to a clarification, explanation or change to the RFP, request an addendum clarifying and/or amending the RFP.
 - (g) By participating in the demonstration a Shortlisted Proponent confirms its agreement with these procedures and acknowledges that the demonstration is an integral part of the competitive selection process as described in this RFP and is in the interests of all parties.

3.4 Demonstration Schedule

The City is providing this advance, draft agenda in order for Shortlisted Proponents to adequately prepare for their demonstration. The City reserves the right to revise this draft agenda as deemed appropriate. For example, the Shortlisted Proponents may be asked to demonstrate how their Solution satisfies the Facility Condition Assessments and Asset Management/ Capital Planning System requirements as found in Schedule A-1. The final agenda will be distributed to the Shortlisted Proponents with the Notification Letter.

Shortlisted Proponents are asked to follow the agenda and showcase the desirable functionality of the proposed Solution. Shortlisted Proponents are encouraged to highlight and discuss the unique aspects of the proposed Facility Condition Assessments and Asset Management/ Capital Planning System and how their proposed Solution would benefit the City.

3.5 Shortlisted Proponents' Timeline

The dates provided in Table 1 below are approximate and are for the period up to the project "Go Live" date.

The City reserves the right to modify the following timetable at the City's discretion.

Table 1 – Anticipated Schedule

Activity	Date
Shortlisted Proponents Notified	November 5, 2019
Commencement of Demonstrations – Shortlisted Proponents Only	November 6, 2019
Shortlist Demonstrations Completed	November 12, 2019
Selection of Preferred Proponent	November – December 2019
Proponent's Start Date	Early December

The City reserves the right to modify this schedule at the City's discretion.

4. PROPOSAL SUBMISSION FORM AND CONTENTS

4.1 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.

4.2 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.

A Proposal should include sufficient information to allow the City to verify the total cost for the project and all of the Proponent's claim of meeting the RFP's requirements. Each Proposal should respond to every request for information in the above noted schedules, whether the request requires a simple "yes" or "no" or requires a detailed narrative response. Simply repeating the RFP's requirements and agreeing to comply may be an unacceptable response.

The Proponent may include any additional information it believes is relevant. An identifiable tab sheet should precede each section of a Proposal, and each Proposal should follow the format as set out in this RFP.

4.3 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.

5. EVALUATION AND SELECTION

5.1 Evaluation Team

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

5.2 Evaluation Criteria

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

Experience, Reputation and Resources

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

Technical (Proposed Solution)

The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4. The City will evaluate Proposals and determine whether a Proponent has met the Facility Condition Assessments and Asset Management/ Capital Planning System requirements in Schedule C-3-1. Proponents must demonstrate to the City, in the City's sole opinion, that the Proponent meets the requirements in Schedule C-3 and Schedule C-4. Those Proponents whom the City has determined, in its sole and absolute discretion, to have met the requirements will be shortlisted.

Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5-1.

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.

The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds the requirements identified in this RFP.

5.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-5-1 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; and
- (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.

5.4 Litigation

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

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

5.5 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.

5.6 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. Proponent management and technical personnel will be expected to participate in presentations, demonstrations and/or interviews, which will be made at no cost to the City.

All information and documents provided by the Proponents or gathered by the Evaluation Team during a presentation, demonstration or an interview may be considered by the Evaluation Team, which may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of such information and documents.

5.7 Multiple Preferred Proponents

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

up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

5.8 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) (and, if applicable, a License Agreement and Support Agreement as described in section 2.8), including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

6. GENERAL CONDITIONS

6.1 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.

6.2 Proponent's Expenses

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

6.3 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.

6.4 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.

6.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.6, at any time prior to the award of a contract or the cancellation of this RFP.

6.6 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.

6.7 Reservation of Rights

The City reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of Services, modify, cancel or suspend the competitive selection process at any time for any reason;
- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;

- (e) re-advertise for new Proposals, or enter into negotiations for the Services or for Services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

6.8 Acceptance of Proposals

Notwithstanding anything to the contrary contained in the RFP or any other document, material or communication:

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City's acceptance of any Proposal is contingent on having sufficient funding for the Solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.
- (b) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.
- (c) If the City considers that all Proposals are priced too high, it may reject them all.
- (d) The City, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the Solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the City will have no liability to any Proponent as a result of such negotiations or modifications.

- (e) The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.
- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the City, or its representatives and consultants, relating to or arising from the RFP. The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, 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.

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SCHEDULE A – SCOPE OF SERVICES

PROJECT TITLE: FACILITY CONDITION ASSESSMENTS AND ASSET MANAGEMENT/ CAPITAL PLANNING SYSTEM

1. SCOPE OF SERVICES

1.1 The City is seeking the Services of a consultant specializing in Asset Management to help update and advance the asset management program in the City’s Civic Facilities Division. The asset management program includes but is not limited to capital planning, preventative maintenance and project management. This phase of the project includes condition assessments and related software.

2. INTENT

2.1 Through this RFP, the City seeks to fulfill the following objectives:

- (a) Comprehensive Facility Condition Assessments (“FCA”) that document, consolidate and synthesis the appropriate data and information in a meaningful format to quantify, inform, and prioritize operations, capital renewal and replacement efforts and plan future capital efforts. FCA should include a code and safety non-compliance assessment; and an Energy audit (ASHRAE Level 1). The FCAs should be structured by building and structured using an industry standard building classification. Existing City audits and reports should be reviewed and incorporated to the FCA whenever possible.
- (b) A capital planning and/or asset management software that allows the City to manage, analyze FCA data and information, update facility conditions and plan and execute capital projects based on FCA data and information. This includes all related services, including licensing, data migration, configuration, implementation, training and 5-years licensing costs. This system should be hosted in the cloud, using a subscription model.
- (c) Obtain consulting services in conjunction with appropriate technical support and staff training. Consulting services should help the City establish best practices, suggest training for staff and managers, and provide support to make best use of the capital planning and/or asset management software, the new FCA reports, system integration and managing existing FCA data. In conjunction with City staff, consultant is expected to generate a 5 year capital plan based on FCA information and data. The Consultant is expected to deliver a final report and presentation for City staff.

3. BACKGROUND

3.1 The City has a portfolio of more than 120 buildings under its Civic Facilities division. These include recreation centres, libraries, fire halls, corporate buildings, arenas, Police

buildings, pools and arts and cultural centres. Buildings cover an area just over 240,000 m2. See Schedule A-4 for full listing.

- 3.2 As part of the City's asset management plan, the Civic Facilities division requires a comprehensive plan and system that can inform operational and capital renewal and capital replacement efforts based on the FCAs. Future full integration with existing systems, work management system, is preferred but intermediate steps are acceptable.
- 3.3 Cityworks is the City's work control system that generates and manages service requests, work orders and inspections. Cityworks already integrates with ArcGIS (GIS), Unit4 Business World (financial management system) and PeopleSoft (human resources management). Cityworks is also the repository for all the City's assets. Buildings are geocoded assets while building components and equipment are considered vertical assets, hierarchically linked to the main building asset. Through Cityworks, granular maintenance work is tracked, this includes the building, the relevant assets plus labour and material costs. The City is not looking to replace Cityworks, but to acquire another system, that works in parallel to inform long term capital decision making abilities.

4. FACILITY CONDITION ASSESSMENTS AND ASSET MANAGEMENT/ CAPITAL PLANNING SYSTEM

- 4.1 The requirements for this RFP are divisible into three general categories: functional requirements, technical requirements and security requirements (the "Facility Condition Assessments and Asset Management/ Capital Planning System Requirements"), all as described and embedded in Schedule A-1.
- 4.2 Proponents' Proposals will be evaluated based upon the suitability of their proposed Solution(s) in relation to the Facility Condition Assessments and Asset Management/ Capital Planning System Requirements. The functional requirements generally list the City's desired/preferred or required general Facility Condition Assessments and Asset Management/ Capital Planning System functionality. The technical requirements list the City's desired or required general Facility Condition Assessments and Asset Management/ Capital Planning System functionality in areas such as integration, user interface, analytics and reporting, and others. Most of the functional and technical requirements are preferred or highly preferred by the City, and Proponents will be evaluated on their ability to meet those requirements.
- 4.3 As part of their Proposal, Proponents should submit Schedule C-3-1 (Facility Condition Assessments and Asset Management/ Capital Planning System Requirements Response), which is available as a separate attachment to this RFP, after filling-in the spreadsheet's two right-most columns. Specifically, the Proponent should indicate if their Solution complies with each requirement by selecting the appropriate response code in the response code field, and also provide a description in the comments field that explains how their Solution meets each requirement. **Some of the Facility Condition Assessments and Asset Management/ Capital Planning System Requirements are identified as mandatory, and must be met for the Proponent's Solution to be considered.**

- 4.4 If a Proponent's proposed Solution has a cloud computing component (SaaS, PaaS, IaaS, or other), the Proponent should also respond to the cloud security and cloud service level requirements in the Facility Condition Assessments and Asset Management/ Capital Planning System Requirements Response (Sch. C-3-1).

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SCHEDULE A-1 – FACILITY CONDITION ASSESSMENTS AND ASSET MANAGEMENT/ CAPITAL PLANNING SYSTEM

Facility Condition Assessments (FCA)

The City is seeking professional services to complete a visual non-destructive assessment of specified buildings by experienced accredited architectural and engineering professionals. Facility condition assessments (FCA) should be completed onsite using high level technical knowledge and specialized skills to inspect, evaluate, and document the condition of substructures, shells, interiors, conveying, plumbing, HVAC, fire protection, electrical systems, equipment and furnishings, and building sitework. FCAs combined with a review of the existing building data and maintenance history, shall be used to identify all deficient conditions in terms of deferred maintenance, capital repair and health and safety code non-compliance. See Schedule A-2 for additional details.

Existing client-supplied facility condition data (audits and reports) shall be reviewed for possible incorporation into the facility database and FCA. The Consultant shall review existing audits and reports to determine data suitability and completeness. A full listing of audits and reports is available in Schedule A-5.

The facility condition assessments should focus on the following:

1. Structural systems – walls, foundation, slabs, columns and other structural components. In addition, the building's fall protection capabilities and other maintenance accessibility issues should be assessed.
2. Building Envelope – roofs, waterproofing systems, balconies, fire escapes, gutters, and downspouts. Existing roofing systems audit reports are available, these will be provided and should be included in the database. See Schedule A-5 for existing reports and audits matrix.
3. Exterior Wall Systems – windows, overhead doors, doors caulking and sealants etc.
4. Interior Systems – interior finishes, millwork, washrooms and kitchens, doors, flooring, painting, stairs and landings, partitions etc.
5. Vertical systems – stairwells, elevators & lifts (existing elevator and lift audits are available for some sites, these should be included in the database). See Schedule A-5 for existing reports and audits matrix.
6. Life Safety Systems including fire protection, fire panels, sprinklers and standpipes. In addition, the building's current fire code compliance should be assessed.
7. Mechanical Systems – plumbing systems (fixtures, water distribution, sanitary waste, rainwater drainage) and HVAC systems (all heating and cooling systems). The City will provide asset information for some buildings and systems for input into the database. See Schedule A-5 for existing reports and audits matrix.
8. Electrical Systems – electrical service & distribution, lighting (interior and exterior), communications & security, and other electrical system-related pieces such as UPS, generators, and emergency lighting.
9. Building Site – parking lots, sidewalks, pathways, site lighting and signage (existing audit reports are available for some sites, these should be included in the database).
10. Parkades and plazas, all hard surfaces.
11. Tunnel systems, assessment of structural integrity, drainage/ water leakage.
12. Pool equipment and other special systems (equipment with a significant capital request (>\$10,000) for replacement).
13. Assess building and equipment for health and safety code non-compliance.

14. Energy audit – based on the ASHRAE Level-1 standard is required. Report summarizing the energy savings opportunities, recommendations, project implementation and short and long-term payback analysis.
15. FCA data should be categorized using the ATM Unifomat II – Levels 1, 2, & 3 and ready for use within the capital planning and/or asset management software (Schedule A-3)

Note: see Schedule A-5 for full listing of buildings and existing report inventory. The successful Proponent will have access to City as-built drawings, reports, audits and asset information.

In general, the objectives of the project are the following:

1. Provide Facility Condition Assessments to determine the current state of City buildings and in turn quantify the current deferred maintenance requirements and deficiencies and the ability to do projections and analyze costs derived from these for capital renewal.
2. For every deferred maintenance and deficiency identified in the FCA report, devise a means of correcting the condition (a correction project) shall be developed with one or more methods of correction. Correction projects should be ranked by priority and include a preliminary budget using RSMeans (or equivalent) data indexed for Vancouver, BC.
3. The FCA should generate a Facility Condition Index (“FCI”) point system analysis for each building.
4. Lifecycle data and lifecycle cost model including an estimate of current day value for building and component replacement costs using GAAP depreciation to forecast renewal investment rates required to maintain facilities over time.
5. Identify and describe critical emergency features such as water, gas and power shutoffs. Features should be marked on floor plans and easily accessible in the asset management software.
6. Identify and locate roof access points for all buildings and roofs. Access points should be marked off on floor plans and included in the asset management software.
7. Provide digital photographic documentation of each individual building and each identified deficiency that is linked to the building. These in turn should integrate with the software tool to document individual buildings, deficiencies and requirements.
8. Develop average capital renewal cost per square foot annually by facility type
9. Provide annual maintenance cost per square foot based on industry standards on a per building type basis, e.g. pools, arenas, fire halls etc. (benchmark). This should include a breakdown by maintenance item to easily allocate costs.
10. Proponents should provide sample condition assessments for review. Assessments should be of similar building type and scale.
11. The FCA should provide a detailed listing (Excel spreadsheet) of all HVAC maintainable equipment to help verify the City’s existing HVAC inventory. The City will provide an existing inventory listing of all HVAC equipment that should be verified and updated. See Schedule A-5 and A-6 for additional details.

The City expects the proponent to conduct a test run of up to 5 sites, which would provide the City an opportunity to review the draft report and identify and address any issues that could arise (e.g. for standardizing treatment of particular systems, the setting of standard parameters, and the transfer of data between the City and Proponent) before proceeding with additional site visits. This test run should be included in a FCA project plan proposal to be submitted soon after the start of the project.

The Proponent should provide a pricing structure to accommodate additional FCA beyond the initial scope of this project. This should include all data entry, software configuration and all related work. Potential buildings include additional existing City buildings, newly constructed and leased properties. Buildings could range from simple to complex and include buildings such as arenas, pools, fieldhouses, community halls, pump stations, or park washrooms. See Schedule C-5-1 for details.

Capital Planning or Asset Management Software

The City is seeking a capital planning or asset management software to at a minimum provide capital planning, life cycle modelling and project management capabilities. This includes the capability to model, analyze and visualize data and information generated through FCA assessments, correction projects and other related building information.

The Proponent should provide a software system that at a minimum includes the following functionality and capabilities:

1. Ability to import all existing facility condition data, including some client-supplied data from previous assessments, such as engineering studies, hazardous material audits, air or water quality studies and roof reports among others; in addition to and or in place of facilities assessment information provided by the Proponent. See Schedule A-5 for full listing of existing City audits and reports.
2. Ability for City staff to update the facility condition data at no additional cost (e.g. add/remove buildings, add/update client-supplied assessments).
3. The ability to update data using bulk data import, such as Excel or csv files.
4. Ability to create additional correction projects. These should be included in depreciation models, differed maintenance and capital renewal projects, and the building's FCI.
5. The software should include industry standard depreciation models for buildings, their components and their subsystems, including HVAC, pool equipment, elevators and other major components.
6. Automate annual updating of deferred correction costs based on changes to published construction costs and a cost estimating system embedded in the software.
7. The system must provide both standard and customizable reports and dashboards. In addition to customizable dashboards for each building that summarizes the building's condition (FCI), basic building information, location (map), critical emergency features and featured assets. The dashboard should provide tools to drill down on specific building data.
8. Provide a hierarchical structured view of building components and assets using ASTM Uniformat II (Schedule A-3). The City's building asset ID should also be used whenever possible to identify buildings using the same ID (Schedule A-4).
9. The software should be able to export data to Excel, CSV, PDF or SQL.
10. Have no limit on the number of buildings or size of each individual building.
11. Preferably, ability to test capital investment and deferred maintenance effects under different expenditure scenarios.
12. Preferably, the software should integrate with other City enterprise systems. The goal is to include granular maintenance data into a building's depreciation model, differed maintenance, capital renewal, and FCI.
13. Optional mobile solutions:
 - a. Field apps that replicate main components of the software system.
 - b. Field apps for asset gathering and auditing.
14. Optionally, the computerized system should provide:
 - a. Ability to integrate with Cityworks.

- b. Ability to integrate with Microsoft Power BI.
15. The City requires a breakdown of the cost and options to use the system (upgrade costs, module add-on, or new functionality).

In general, the IT requirements include but are not limited to the following characteristics:

1. The City is specifically seeking a cloud-based Solution where servers are located within Canada, as well as all data and backups. Online service should be uninterrupted.
2. The Solution should be designed to ensure data consistency, reliability and data integrity.
3. The Solution should provide the necessary security to ensure data integrity and confidentiality. Systems will have to meet the City's cyber-security requirements (Information Security Risk Assessment).
4. Systems will have to meet the City's Privacy requirements (Privacy impact assessment).
5. The Solution should provide permission controls to limit users' capabilities within the software, permissions should be available on a per user or user group basis. There shall be a minimum of 100 user accounts with access to the software system and no limit on number of simultaneous users.
6. The City should be notified in advance of any interruption in service, partial or complete due to maintenance or other factors.

Consultant services, support and training

The City requires consultant services to identify asset management and capital planning best practices in line with Civic Facilities asset management plan and the City's long-term goals. This includes identifying the appropriate staffing, competency levels and ongoing training efforts needed for the City to leverage the FCI data into the future as the needs of the City continue to grow and evolve.

The Proponent should prepare a strategic 5 year capital plan based on FCA findings for the City. The Proponent should also provide a final report and a high level presentation to senior and operations staff that includes the 5 year capital plan and equipment renewal and maintenance best practices. The report should include sections on the capital plan's methodology, supporting analysis and conclusions. The presentation should be scheduled immediately before the project's conclusion.

In general, the minimum required training and technical support requirements are the following:

1. Provide onsite training and user documentation to support the initial software deployment.
2. Provide, at the City's request, additional in-person training to support the learning of new staff.
3. Provide ongoing technical support for the duration of the term.
4. A minimum of 8 hours of training for 20 users is required per year

The City should be notified of any significant updates or new expansion modules to the system. Online documentation, support and training should be available after any major software updates or new expansion modules.

For greater certainty, the requirements listed in Schedule A-1 (Facility Condition Assessments and Asset Management/ Capital Planning System Requirements) and Schedule C-3-1 (Facility Condition Assessments and Asset Management/ Capital Planning System Requirements

Response) are identical. The only difference between the two Schedules is that Schedule C-3-1 contains two additional columns for the Proponent to enter information regarding its own Proposal.

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

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

Logon ID: surreybid

Password: Welcome

Locate Folder: 1220-030-2019-050

Schedule A-2 - FCA

The FCI rating

Facility Condition	Condition Rating (FCI)
Good Condition: Building in acceptable condition, routine or minor maintenance needed	90 - 100
Improvements Needed: Improvements works and/ or significant maintenance work is required	75 - 90
Renovations/ Remodel: Major replacement, alterations or upgrading of systems or components or the reworking of space is required	60 - 75
Demolitions/ Renovations: Significant renovations or demolitions is required	0 - 60

Deficiency Priorities

Each correction project identified in the field audit shall be prioritized in the following manner:

- Priority 1 Currently Critical (Immediate)
Conditions in this category require immediate action to:
- a. correct a cited safety hazard
 - b. stop accelerated deterioration
 - c. return a facility to operation
- Priority 2 Potentially Critical (Year One)
Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:
- a. intermittent operations
 - b. rapid deterioration
 - c. potential life safety hazards
- Priority 3 Necessary – Not Yet Critical (Years 2 –5)
Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.
- Priority 4 Recommended (Year 6-10)
Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility; however, Priority 4 projects will improve overall usability and/or reduce long-term maintenance costs.
- Priority 5 Does Not Meet Current Codes/Standards – “Grandfathered”
Conditions in this category include items that do not conform to existing codes but are “grandfathered” in their condition. No action is required at

this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction.

1. Deficiency Categories

Each correction project identified shall be assigned one of the following categories:

- Regulatory Code Compliance (life-safety)
- Building Code Compliance
- Structural Systems (building integrity)
- Buildings Envelope
- Interior Building Components
- Mechanical systems
- Site
- Functional
- Appearance
- Energy

2. Classification

Each deficiency comprising a correction project shall be classified by the major property components identified in the field. That is, each deficiency shall be either of the following classifications: site; exterior systems; interior systems; interior finishes; health/ fire/life safety systems; heating, ventilation and air conditioning; plumbing; electrical and service distribution; special electrical systems; fire suppression, special construction, or vertical transportation.

Schedule A-3 – Uniformat II

ASTM Uniformat II Classifications for Buildings are as follows:

Level 1 Major Group Elements	Level 2 Group Elements	Level 3 Individual Elements	
A. Substructure	A10 Foundations	A1010 Standard Foundations	
		A1020 Special Foundations	
		A1030 Slab on Grade	
	A20 Basement Construction	B2010 Basement Excavation	
B. Shell	B10 Superstructures	B1010 Floor Construction	
		B1020 Roof Construction	
	B20 Exterior Enclosures	B2010 Exterior Walls	
		B2020 Exterior Windows	
		B2030 Exterior Doors	
	B30 Roofing	B3010 Roof Coverings	
		B3020 Roof Openings	
	C. Interiors	C10 Interior Construction	C1010 Partitions
			C1020 Interior Doors
C1030 Fittings			
C20 Stairs		C2010 Stair Construction	
C30 Interior Finishes		C2020 Stair Finishes	
		C3010 Wall Finishes	
		C3020 Floor Finishes	
		C3030 Ceiling Finishes	
D. Services		D10 Conveying	D1010 Elevators & Lifts
			D1030 Other Conveying Systems
	D20 Plumbing	D2010 Plumbing Fixtures	
		D2020 Domestic Water Distribution	
		D2030 Sanitary Water	
		D2040 Rainwater Drainage	
		D2090 Other Plumbing Systems	
	D30 HVAC	D3010 Energy Supply	
		D3020 Heat Generating System	
		D3030 Cooling Generating System	
		D3040 Distribution System	
		D3050 Terminal & Package Units	
		D3060 Controls & Instrumentation	
		D3070 Systems Testing & Balancing	
		D3090 Other HVAC Systems & Equipment	
	D40 Fire Protection	D4010 Sprinklers	
		D4020 Standpipes	
		D4020 Fire Protection Specialties	
		D4030 Other Fire Protection Systems.	
	D50 Electrical	D5010 Electrical Service & Distribution	
D5020 Lighting and Branch Wiring			
D5030 Communications & Security			
D5090 Other Electrical Systems			
E. Equipment & Furnishings	E10 Equipment	E1010 Commercial Equipment	
		E1020 Institutional Equipment	
		E1030 Vehicular Equipment	
		E1090 Other Equipment	
	E20 Furnishings	E2010 Fixed Furnishings	
		E2020 Movable Furnishings	

ASTM Uniformat II Classifications continued:

Level 1 Major Group Elements	Level 2 Group Elements	Level 3 Individual Elements
F. Special Construction & Demolition	F10 Special Construction	F1010 Special Structures
		F1020 Integrated Construction
		F1030 Special Construction Systems
	F20 Selective Building Demolition	F2010 Building Elements Demolition
F2020 Hazardous Components Abatement		
G. Building Sitework	G10 Site Preparation	G1010 Site Clearing
		G1020 Site Demolition & Relocations
		G1030 Site Earthwork
		G1040 Hazardous Waste Remediation
	G20 Site Preparation	G2010 Roadways
		G2020 Parking Lots
		G2030 Pedestrian Paving
		G2040 Site Development
		G2050 Landscaping
	G30 Site Civil/Mechanical Utilities	G3010 Water Supply & Distribution Systems
		G3020 Sanitary Sewer Systems
		G3030 Stormwater Systems
		G3040 Heating Distribution
		G3050 Cooling Distribution
		G3060 Fuel Distribution
		G3070 Other Civil/Mechanical Utilities
	G40 Site Electrical Utilities	G4010 Electrical Distribution
		G4020 Exterior Lighting
		G4030 Exterior Communications & Safety
		G4040 Other Electrical Systems
	G50 Other Site Construction	G5010 Service Tunnels
		G5020 Other Site Systems & Equipment

See www.uniformat.com for more information

At a minimum, analysis shall include the following:

Equipment Inventory	Life Cycle & Remaining Useful Life
System Age Classification	Function
Existing & Spare/Future Capacity	Observed Methodology – Describe how
Year Constructed/Installed	Equipment Life Cycle & Remaining Useful Life

The City provides an overview of the minimum scope to be evaluated narrowing down to specific areas that shall be included.

Mechanical Systems:	Electrical Systems:	Plumbing Systems:
1. Air Handlers, dampers, coils, connections. Etc.	1. Resource a) grid	1. Distribution Systems to 5 feet outside the building – backflow preventors, isolation valves, pressure tanks, mainline equipment
2. Hydronic piping from source to coil.	2. Distribution System Analysis	2. Valves
3. Controls (DCC/Pneumatic)	3. Lighting	3.. Sumps
4. Heat Exchangers	4. MDP Condition Analysis	4. Heat Exchangers / Water Heaters
5. Storage Tanks	5. Emergency Power Generators – Diesel, Natural Gas: Capacity, Rating, Condition, Load and location(s) backed up, deficiencies.	5. Cooling Water
6. Campus Boiler	6. Lighting Inverters	8. Materials (transite, copper, PEX, fiberglass, PVC, Victaulic, other)
7. Chillers	7. Low Voltage Systems (see below).	9. Storage Tanks.
8. Cooling Towers		10. Snowmelt System.
Low Voltage Systems:	Building Systems:	Tunnel System:
1. Fire Alarms	1. Substructure (foundations, basement)	1. Systems in Tunnel
2 Information Technology – Data/Voice	2. Shell Superstructure (floors, roof)	2. Tunnel Structural Integrity
3. Access Control Systems	3. Exterior Enclosures (walls, windows, doors)	3. Drainage/Water Leaks
	4. Roofing (Coverings, openings, integrity)	
	5, Interior Construction (partitions, doors, etc.)	

	6. Stairs	
	7. Interior Finishes (Walls, Floors, Ceilings)	
	8. Conveying Systems (Elevators)	
	9. Furnishings (Fixed and Movable)	
	10. Special Construction/Demo (identify areas needed for future hazardous assessments)	
Domestic Water Systems:	Sanitary Sewer Systems:	Stormwater Systems:
1. Connections & Vaults	1. Conveyance Piping (Materials, Location)	1. Conveyance Piping (Materials, Location)
2 Backflow Preventers.	2. Structures (cleanouts, manholes)	2. Structures (catch basins, manholes)
3. Distribution Piping (Materials, Location)	3. Cross Connections with Storm System	3. Cross Connections into Sanitary System
4. Meters & Metering	4. Connections to City System	

Schedule A-4 – List of City of Surrey Facilities

Facility ID	Category	Facility Name	Address	M²	Sq. Ft.	Year Built / Reno / Expansion
1001222993	Arenas	Cloverdale Curling Rink	6150 176 St	2455	26429	1979
1001222994	Arenas	Cloverdale Ice Arena	6090 176 St	2698	29040	1971
1001223016	Arenas	South Surrey Ice Arena	2201 148 St	4847	52171	1975 / 1991
1001356182	Arts & Heritage	Museum Archives Building 1912 Hall	17651 56 Ave	886	9536	1912
1001222954	Arts & Heritage	Surrey Arts Centre	13750 88 Ave	6582	70852	1967 / 2000
1001222908	Arts & Heritage	Surrey Museum	17710 56a Ave	1979	21300	2005 / 2018
1001223011	Parks	Surrey Nature Centre Admin Building	14225 Green Timbers Way	69	746	1938
1001223012	Parks	Surrey Nature Centre Classroom Building	14225 Green Timbers Way	418	4496	1970 / 1996
1001222959	Parks	Surrey Nature Centre East Cape Cod Building	14225 Green Timbers Way	122	1318	1938
1001356209	Parks	Surrey Nature Centre West Cape Cod Building	14225 Green Timbers Way	124	1338	1938
1001222925	Arts & Heritage	Elgin Heritage Park Stewart Farmhouse	13723 Crescent Rd	1276	13732	1894
1001241368	Corporate	City of Surrey Fleet Operations Centre	14687 66 Ave	4712	50718	2015
1001822197	Corporate	City of Surrey Operations Centre	6651 148 St	8906	95867	2015
1001822203	Corporate	City of Surrey Storage Warehouse	6677 148 St	1311	14114	2015
1001222989	Corporate	Cloverdale Fairgrounds Administration	6050 176 St	797	8573	1984
1001223045	Corporate	Cloverdale Fairgrounds Agriplex Building	6050 176 St	4053	43630	1962
1001356179	Corporate	Cloverdale Fairgrounds Grandstand	6050 176 St	1006	10828	1984
1001222972	Corporate	Cloverdale Fairgrounds Production Building/Alice McKay	6050 176 St	4053	43630	1962
1001222992	Corporate	Cloverdale Fairgrounds Shannon Hall	6050 176 St	1074	11565	1984
1001222991	Corporate	Cloverdale Fairgrounds Shop	6050 176 St	446	4800	1984

1001223080	Corporate	Cloverdale Fairgrounds Show barn	6050 176 St	1891	20352	1984
1001222976	Corporate	Cloverdale Fairgrounds Stetson Bowl	6050 176 St	2248	24197	1984
1001222996	Corporate	Cloverdale Fairgrounds Stetson Washroom	6050 176 St	226	2433	1984
1001356180	Corporate	Cloverdale Fairgrounds Infrastructure Building	6050 176 St	115	1238	1984
1001222970	Corporate	Hemlock Works Yard	9353 160 St	194	2089	1996
1001222947	Corporate	Old City Hall North Annex	14255 56 Ave	985	10599	1973
1001222946	Corporate	Pondside Cafe	14320 57 Ave	442	4758	1990
1001948327	Corporate	South Surrey Operations Centre	2336 166 St	1760	18952	2017
1001706984	Corporate	Surrey Animal Resource Centre	17944 Colebrook Rd	1196	12874	2013
1001557881	Corporate	Surrey City Hall	13450 104 Ave	17620	189660	2014
1001557881	Corporate	Surrey City Hall Parkade	13450 104 Ave			2014
1001557881	Corporate	Surrey City Hall Civic Plaza	13450 104 Ave			2014
1001222936	Fire Service	Fire Hall # 01	8767 132 St	2218	23873	1977
1001222943	Fire Service	Fire Hall # 02	13079 104 Ave	1169	12583	1998
1001223026	Fire Service	Fire Hall # 04	14586 108 Ave	669	7205	1962
1001222953	Fire Service	Fire Hall # 05	10042 176 St	812	8735	1991
1001222951	Fire Service	Fire Hall # 06	9049 152 St	470	5056	1960
1001222910	Fire Service	Fire Hall # 08	17572 57 Ave	807	8691	1947
1001223073	Fire Service	Fire Hall # 09	14901 64 Ave	1665	17927	1996
1001222935	Fire Service	Fire Hall # 10	7278 132 St	1533	16500	2006
1001222915	Fire Service	Fire Hall # 11	12863 60 Ave	509	5478	1990
1001222942	Fire Service	Fire Hall # 12	2610 128 St	436	4695	1952
1001222949	Fire Service	Fire Hall # 13	15155 18 Ave	727	7829	1982
1001223046	Fire Service	Fire Hall # 14	2016 176 St	792	8525	2011
1001222957	Fire Service	Fire Hall # 15	18915 64 Ave	509	5478	1991
1001222950	Fire Service	Fire Hall # 17	15329 32 Ave	710	7638	1992
1001222956	Fire Service	Fire Hall # 18	8091 164 St	760	8177	1994
1001223090	Library	City Centre Library	10350 University Dr	7170	77180	2011
1001222909	Library	Cloverdale Library	5642 176a St	1121	12069	1988/ under reno 2019
1001222933	Library	Newton Library	13795 70 Ave	1414	15225	1991
1001223001	Library	Ocean Park Library	12854 17 Ave	654	7035	1999
1001222958	Library	Port Kells Library	18885 88 Ave	114	1232	1976
1001222913	Library	Strawberry Hill Library	7399 122 St	1013	10906	2000
1001335477	Multifunctional	S. Surrey RCMP District Office & Semiahmoo Library	1815 152 St	3772	40603	2003

1001222980	Multifunctional	Fleetwood Community Centre	15996 84 Ave	6142	66111	1993
1001222939	Multifunctional	Guildford Recreation Centre/Library/Aquatic Centre	15105 105 Ave	16016	172395	1978 / 2000 / 2017
1001222990	Multifunctional	Surrey Sports & Leisure Complex	16555 Fraser Hwy	16535	177985	1999 / 2008
1001222960	Parks	Bear Creek Pavilion\Community Room\Fieldhouse	13750 88 Ave	847	9117	1960 / 2010
1001222981	Parks	Cloverdale Athletic Park Pavilion\Community Room	16900 64 Ave	982	10570	1991
1001223036	Parks	Cloverdale Ball Park Fieldhouse	17383 61a Ave	268	2880	1989
1001222934	Pools	Bear Creek Pool	13820 88 Ave	244	2628	1972
1001850049	Pools	Grandview Heights Aquatic Centre	16855 24 Ave	8830	95045	2016
1001222975	Pools	Greenaway Pool	17901 60 Ave	244	2628	1970
1001223056	Pools	Hjorth Road Pool	10277 148 St	386	4155	1972
1001222948	Pools	Holly Pool	10662 148 St	244	2628	1970
1001223008	Pools	Newton Gym/Wave Pool	13730 72 Ave	4943	53206	1988 /2010/ 2018
1001223078	Pools	Port Kells Pool	19340 88 Ave	237	2555	1977
1001223058	Pools	Royal Kwantlen Pool	13035 104 Ave	237	2555	1977
1001223023	Pools	South Surrey Indoor Pool	14655 17 Ave	2445	26315	1974
1001222941	Pools	Sunnyside Pool	15455 26 Ave	205	2208	1970
1001223029	Pools	Unwin Pool/Water Park Control Room	6845 133 St	167	1800	1972
1001223024	RCMP	Guildford RCMP Sub-Station	10395 148 St	1131	12170	2003
1001223025	RCMP	RCMP Headquarters	14355 57 Ave	12326	132680	1986
1001222961	RCMP	RCMP HQ West Main	14245 56 Ave	11275	121360	1961
1001356200	RCMP	Sally Port RCMP	14340 57 Ave	10640	114531	1967
1001223091	RCMP	Surrey City Centre RCMP	10720 King George Blvd	1024	11020	1975
1001222919	Recreation Centres & Community Halls	Kwomais Point Lodge	1371 128 St	229	2466	1930
1001222997	Recreation Centres & Community Halls	Kwomais Sanford Hall	1379 128 St	341	2902	1982

1001223006	Recreation Centres & Community Halls	Elgin Heritage Park Stewart Bunkhouse	13723 Crescent Rd	55	592	1987
1001223032	Recreation Centres & Community Halls	Elgin Heritage Park Stewart Farmhouse Garage	13723 Crescent Rd	65	696	1900
1001222924	Recreation Centres & Community Halls	Elgin Heritage Park Stewart Farmhouse Root Cellar	13723 Crescent Rd	27	285	1900
1001223002	Recreation Centres & Community Halls	Elgin Heritage Park Stewart Farmhouse Woodshed	13723 Crescent Rd	56	603	1890
1002137432	Recreation Centres & Community Halls	Elgin Heritage Park Stewart Hall	13723 Crescent Rd	194	2088	1900
1001223033	Recreation Centres & Community Halls	Elgin Heritage Park Stewart Farmhouse Pole Barn	13723 Crescent Rd	488	5253	1900
1001302491	Recreation Centres & Community Halls	Kensington Prairie Administration & Preschool	16824 32 Ave	539	5802	1950
1001343077	Recreation Centres & Community Halls	Kensington Prairie Gym	16824 32 Ave	303	3261	1950
1001222987	Recreation Centres & Community Halls	Kensington Prairie Heritage Building	16824 32 Ave	692	7449	1964
1001222967	Recreation Centres & Community Halls	Meridian Centre	2040 150 St	84	908	1997
1001222999	Recreation Centres & Community Halls	Beecher Place	12160 Beecher St	411	4423	1996
1001222928	Recreation Centres & Community Halls	Bridgeview Community Centre	11475 126a St	1018	10956	1979
1001222918	Recreation Centres & Community Halls	Chuck Bailey Recreation Centre	13458 107a Ave	2701	21980	2010
1001222995	Recreation Centres & Community Halls	Clayton Community Hall	18513 70 Ave	278	2992	1955
1001287199	Recreation Centres & Community Halls	Cloverdale Mini Rec Centre	17635 58 Ave	77	826	1950

1001356175	Recreation Centres & Community Halls	Cloverdale Recreation Centre	6188 176 St	6140	66090	2010
1001222973	Recreation Centres & Community Halls	Don Christian Recreation Centre	6220 184 St	614	6613	1991
1001223014	Recreation Centres & Community Halls	Elgin Centre	3530 144 St	164	1768	1920
1001222927	Recreation Centres & Community Halls	Elgin Community Hall	14250 Crescent Rd	322	3465	1923
1001222955	Recreation Centres & Community Halls	Fraser Heights Recreation Centre	10588 160 St	1424	15330	2005
1001222916	Recreation Centres & Community Halls	Newton Athletic Pavilion	7365 128 St	682	7,344	1988
1001223009	Recreation Centres & Community Halls	Newton Community Centre	7120 136b St	761	8194	1972
1001222917	Recreation Centres & Community Halls	Newton Cultural Centre	13530 72 Ave	554	5965	1961
1001223022	Recreation Centres & Community Halls	Newton Seniors Centre	13775 70 Ave	1146	12332	1991
1001222912	Recreation Centres & Community Halls	Port Kells Community Hall	18918 88 Ave	764	8223	1980
1001222968	Recreation Centres & Community Halls	South Surrey Recreation Centre	14601 20 Ave	5404	58163	2006
1001222944	Recreation Centres & Community Halls	Sunnyside Community Hall	1845 154 St	351	3778	1971
1001222939	Recreation Centres & Community Halls	Guildford Aquatic Parkade	15105 105 Ave			2015
	Do Not Assess - Arenas	North Surrey Ice & Sport Complex	10950 126a St	10215	109953	2019
1002162339	Do Not Assess - Fire Service	Fire Service Training Centre	14915 64 Ave	718	7728	2019

Schedule A-5 – Existing Reports, Audits and HVAC Data

FACILITY NAME	Roofing Reports 2018	Parking Lot Assessment 2018	Trane Chiller & Cooling Towers 2019	Elevators & Conveying 2017	Overhead Doors 2018/2019	Boiler Reports 2018	HVAC Data 2019
Bear Creek Pavilion\Community Room\Fieldhouse	✓	✓	-	-	-	-	*
Bear Creek Pool	✓	✓	-	-	-	-	-
Beecher Place	✓	-	-	✓	-	-	*
Bridgeview Community Centre	X	✓	-	-	-	-	*
Chuck Bailey Recreation Centre	✓	✓	-	✓	✓	-	*
City Centre Library	✓	X	✓	✓	-	-	*
City of Surrey Fleet Operations Centre	X	X	-	-	✓	✓	*
City of Surrey Operations Centre	X	X	✓	✓	✓	✓	*
City of Surrey Storage Warehouse	X	X	-	-	✓	-	*
Clayton Community Hall	✓	X	-	-	-	-	*
Cloverdale Athletic Park Pavilion\Community Room	X	-	-	-	-	-	*
Cloverdale Ball Park Fieldhouse	X	-	-	-	-	-	*
Cloverdale Curling Rink	✓	X	-	✓	✓	-	*
Cloverdale Fairgrounds Administration	✓	-	-	-	-	-	-
Cloverdale Fairgrounds Agriplex Building	✓	-	-	-	✓	-	*
Cloverdale Fairgrounds Grandstand	✓	-	-	-	-	-	-
Cloverdale Fairgrounds Infrastructure Building	✓	-	-	-	-	-	-
Cloverdale Fairgrounds Production Building/Alice McKay	✓	-	-	-	-	-	*
Cloverdale Fairgrounds Shannon Hall	✓	-	-	-	-	✓	*
Cloverdale Fairgrounds Shop	✓	-	-	-	✓	-	-
Cloverdale Fairgrounds Show Barn	✓	-	-	-	✓	-	*
Cloverdale Fairgrounds Stetson Bowl	✓	-	-	-	✓	-	-
Cloverdale Fairgrounds Stetson Washroom	✓	-	-	-	✓	-	*
Cloverdale Ice Arena	✓	X	-	-	✓	-	*
Cloverdale Library	✓	X	-	✓	-	✓	*
Cloverdale Mini Rec Centre	✓	-	-	-	-	-	*
Cloverdale Recreation Centre	✓	✓	✓	✓	✓	-	*
Don Christian Recreation Centre	✓	✓	-	-	-	-	*

Elgin Centre	✓	-	-	-	-	-	*
Elgin Community Hall	✓	✓	-	-	-	-	*
Elgin Heritage Park Stewart Bunkhouse	✓	-	-	-	-	-	-
Elgin Heritage Park Stewart Farmhouse	✓	-	-	-	-	-	-
Elgin Heritage Park Stewart Farmhouse Garage	✓	-	-	-	-	-	-
Elgin Heritage Park Stewart Farmhouse Pole Barn	✓	-	-	-	-	-	-
Elgin Heritage Park Stewart Farmhouse Root Cellar	✓	-	-	-	-	-	-
Elgin Heritage Park Stewart Farmhouse Woodshed	✓	-	-	-	-	-	-
Elgin Heritage Park Stewart Hall	✓	-	-	-	-	-	*
Fire Hall # 01	✓	✓	-	-	✓	✓	*
Fire Hall # 02	✓	✓	-	-	✓	-	*
Fire Hall # 04	✓	✓	-	-	✓	-	*
Fire Hall # 05	✓	✓	-	-	✓	-	*
Fire Hall # 06	✓	✓	-	-	✓	-	*
Fire Hall # 08	✓	✓	-	-	✓	-	*
Fire Hall # 09	✓	✓	-	-	✓	-	*
Fire Hall # 10	✓	✓	-	-	✓	-	*
Fire Hall # 11	✓	✓	-	-	✓	-	*
Fire Hall # 12	✓	✓	-	-	✓	-	*
Fire Hall # 13	✓	✓	-	-	✓	-	*
Fire Hall # 14	✓	✓	-	-	✓	-	*
Fire Hall # 15	✓	✓	-	-	✓	-	*
Fire Hall # 17	✓	✓	-	-	✓	-	*
Fire Hall # 18	✓	✓	-	-	✓	-	*
Fire Service Training Centre	X	X	-	X	-	-	*
Fleetwood Community Centre	✓	✓	✓	✓	-	✓	*
Fraser Heights Recreation Centre	✓	✓	-	✓	-	✓	*
Grandview Heights Aquatic Centre	X	X	✓	✓	-	-	*
Greenaway Pool	✓	✓	-	-	-	-	-
Guildford Aquatic Parkade	X	X	-	-	-	-	*
Guildford RCMP Sub-Station	✓	✓	-	-	-	-	*
Guildford Recreation Centre/Library/Aquatic Centre	✓	✓	✓	✓	-	✓	*
Hemlock Works Yard	✓	✓	-	-	✓	-	*
Hjorth Road Pool	✓	✓	-	-	-	-	-
Holly Pool	✓	✓	-	-	-	-	-
Kensington Prairie Administration & Preschool	✓	✓	-	✓	-	✓	*
Kensington Prairie Gym	✓	✓	-	-	-	✓	-
Kensington Prairie Heritage Building	✓	✓	-	-	-	✓	-
Kwomais Point Lodge	✓	-	-	-	-	-	*
Kwomais Sanford Hall	✓	-	-	-	-	-	*
Meridian Centre	✓	-	-	-	-	-	-
Museum Archives Building 1912 Hall	✓	X	-	✓	-	-	*
Newton Athletic Pavilion	✓	✓	-	✓	-	-	-
Newton Community Centre	✓	✓	-	-	✓	✓	*

Newton Cultural Centre	X	✓	-	✓	-	-	*
Newton Gym/Wave Pool	X	X	-	-	-	✓	*
Newton Library	X	X	✓	-	-	✓	*
Newton Seniors Centre	✓	✓	-	-	-	-	*
North Surrey Ice & Sport Complex	-	-	-	-	-	-	-
Ocean Park Library	✓	✓	-	-	-	-	*
Old City Hall North Annex	✓	✓	-	-	-	-	*
Pondside Cafe	✓	✓	-	-	-	-	*
Port Kells Community Hall	✓	✓	-	-	-	-	*
Port Kells Library	✓	✓	-	-	-	-	*
Port Kells Pool	✓	✓	-	-	-	-	-
RCMP Headquarters	✓	✓	✓	✓	✓	✓	*
RCMP HQ West Main	✓	✓	✓	✓	✓	-	*
Royal Kwantlen Pool	✓	✓	-	-	-	-	-
Sally Port RCMP	X	-	-	-	-	-	-
South Surrey Ice Arena	✓	✓	-	-	✓	-	*
South Surrey Indoor Pool	✓	✓	✓	-	-	✓	*
South Surrey Operations Centre	X	X	-	X	✓	-	*
South Surrey RCMP District Office & Semiahmoo Library	✓	X	✓	✓	-	-	*
South Surrey Recreation Centre	✓	✓	-	✓	✓	-	*
Strawberry Hill Library	✓	✓	-	-	-	-	*
Sunnyside Community Hall	✓	✓	-	-	-	-	*
Sunnyside Pool	✓	✓	-	-	-	-	-
Surrey Animal Resource Centre	✓	✓	✓	-	-	-	*
Surrey Arts Centre	✓	✓	✓	✓	-	✓	*
Surrey City Centre RCMP	✓	✓	-	-	✓	-	*
Surrey City Hall	✓	X	✓	✓	✓	-	*
Surrey City Hall Civic Plaza	-	-	-	-	-	-	-
Surrey City Hall Parkade	X	X	-	-	-	-	-
Surrey Museum	✓	X	✓	✓	✓	✓	*
Surrey Nature Centre Admin Building	✓	✓	-	-	-	-	*
Surrey Nature Centre Classroom Building	✓	✓	-	-	-	-	*
Surrey Nature Centre East Cape Cod Building	✓	✓	-	-	-	-	-
Surrey Nature Centre West Cape Cod Building	✓	✓	-	-	-	-	-
Surrey Sports & Leisure Complex	✓	✓	✓	✓	✓	-	*
Unwin Pool/Water Park Control Room	✓	✓	-	-	-	-	-

Schedule A-6 – Sample HVAC Data

TAG	BUILDING AREA	DESCRIPTION	LOCATION	AREA SERVED	MAKE	MODEL	SERIAL NO	INSTALL DATE	BELTS	FILTERS
AHU-3B	GUILDFORD RECREATION CENTRE/LIBRARY/AQUATIC CENTRE-POOL	AHU-3B in Rooftop and serves: Weight room	Rooftop	Weight Room	Daikin	OAH014GDGC	FBOU140600383	2014-01-01 0:00	B-96 (2)	20x24x2 (8)
AHU-2	GUILDFORD RECREATION CENTRE/LIBRARY/AQUATIC CENTRE-POOL	AHU-2 in Rooftop and serves: Admin area	Rooftop	Admin Area	Daikin	OAH007GDGM	FBOU140600291	2014-01-01 0:00	B-68 & A-73 (2 & 1)	20x20x2 & 20x24x2 (4 & 4)
CU-1	GUILDFORD RECREATION CENTRE/LIBRARY/AQUATIC CENTRE-LIBRARY	CU-1 in Upper Main Rooftop and serves: Classroom	Upper Main Rooftop	Classroom	Mitsubishi	PU24EK1	1YE00135A		B-68 (2)	16x24x2 & 16x25x2 (3 & 6)
AHU-5	GUILDFORD RECREATION CENTRE/LIBRARY/AQUATIC CENTRE-POOL	AHU-5 in Basement Mech. and serves: Bsmnt mechanical room, Pool	Basement Mechanical	Basement Mechanical and pool	Daikin	CAH014GDGM	FBOU131001988	2014-01-01 0:00		
AHU-1	GUILDFORD RECREATION CENTRE/LIBRARY/AQUATIC CENTRE-POOL	AHU-1 in Rooftop and serves: MP AHU	Rooftop	MP AHU	Daikin	HQ-800-AHU-95000-C-HR-5-0	F14-02813-M1-AHU-1	2014-01-01 0:00	B-96 (2)	20x24x2 (8)
AHU-4	GUILDFORD RECREATION CENTRE/LIBRARY/AQUATIC CENTRE-POOL	AHU-4 in Bsmnt Mech and serves: Changeroom, Pool	Bsmnt Mech	Changerooms and pool	Daikin	CAH031GDGM	FBOU131001946	2014-01-01 0:00	B-68 & A-73 (2 & 1)	20x20x2 & 20x24x2 (4 & 4)

Note: column headings and number of columns will be different . Asset attributes will be according to asset type.

SCHEDULE B – DRAFT CONTRACT



**Title: FACILITY CONDITION ASSESSMENTS AND ASSET
MANAGEMENT/ CAPITAL PLANNING SYSTEM**

Reference No.: 1220-030-2017-056

**CLOUD COMPUTING FACILITY CONDITION ASSESSMENTS AND ASSET MANAGEMENT/
CAPITAL PLANNING SYSTEM**

SOFTWARE AND IMPLEMENTATION SERVICES AGREEMENT



**CLOUD COMPUTING FACILITY CONDITION ASSESSMENTS
AND ASSET MANAGEMENT/ CAPITAL PLANNING SYSTEM
AND IMPLEMENTATION SERVICES AGREEMENT**

BETWEEN

CITY OF SURREY

and

<<INSERT LEGAL NAME OF CONTRACTOR>>

for

**FACILITY CONDITION ASSESSMENTS AND ASSET
MANAGEMENT/ CAPITAL PLANNING SYSTEM**

Reference No.: 1220-030-2019-050

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**CLOUD COMPUTING FACILITY CONDITION ASSESSMENTS AND ASSET MANAGEMENT/
CAPITAL PLANNING SYSTEM AND IMPLEMENTATION SERVICES AGREEMENT**

This Agreement is dated for reference this _____ day of _____, 20__;

AGREEMENT No.: 1220-030-2019-050

BETWEEN:

CITY OF SURREY
13450 - 104th Avenue
Surrey, British Columbia, V3T 1V8, Canada

(the "**City**")

OF THE FIRST PART

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

OF THE SECOND PART

WHEREAS the Contractor desires to make the Services (as hereinafter defined) available to the City and the City desires to acquire access to the Services from the Contractor.

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

1.1.1 In this Agreement the following definitions apply:

"Additional Work" means additional work that the City may wish performed that is not a Change and not a Services Expansion;

"Account" has the meaning set out in Section 2.1.2;

"Agreement" means this Cloud Computing Services Agreement between the City and Contractor, inclusive of all appendices, schedules, attachments, addenda and other documents incorporated by reference;

"Change" means an addition to, deletion from or alteration of the Services;

"Change Order" means when a Change or Additional Work is approved, the City Representative shall issue a written approval, setting out a description of the Services covered by the Change or Additional Work, the price or method of valuation for the

Services, the change in the Fees and adjustment, if any, to the Time Schedule. The value of Services performed in a Change or Additional Work shall be included for payment with the certificates for payment;

“City Data” means all information, in writing (including electronic) form, created by or in any way originating with City, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement, that is stored on the cloud;

“City Representative” (or designate) who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of this Agreement including but not limited to a Security Incident or breach notification;

“Cloud Computing” is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction;

“Commencement Date” means the _____ day of _____, 20____, which is the date the Services are to commence;

“Confidential Information” means information supplied to, obtained by, or which comes to the knowledge of the Contractor and the City (or either of them) as a result of the performance of the Services and this Agreement, which includes, but is not limited to, Personal Information, information that relates to the business of the third party, and information that is subject to solicitor-client privilege;

“Contemplated Change Order” has the meaning set out in Section 2.2.1;

“Data Breach” means any actual or reasonably suspected unauthorized access to or acquisition of City Data;

“Disabling Code” has the meaning set out in Section 2.8.2;

“Dispute” has the meaning set out in Section 26.1.1;

“Documentation” has the meaning set out in Section 2.4;

“Enhancements” means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers;

“Escrow Agent” has the meaning set out in Section 24.1;

“Fees” means the fees and payments set out in Appendix 2;

“Go-Live Date” means the date on which the City, acting reasonably, confirms in writing that the Services satisfy the functional, technical and security requirements as set out in this Agreement;

“Hosting Service Levels” means the requirements set out in Appendix 6;

“Implementation Period” has the meaning set out in Section 4.2;

“Indemnitees” has the meaning set out in Section 10.1.1;

“Invoice” has the meaning set out in Section 7.2.1;

“Marks” has the meaning set out in Section 2.5;

“Performance Report” has the meaning set out in Section 2.11.1;

“Personal Information” means information about an identifiable individual and any other types of information that, alone or in combination, would reveal the identity of a particular individual, other than business contact information;

“Quotation” has the meaning set out in Section 2.2.3;

“Release Event” has the meaning set out in Section 24.2;

“Security Incident” means any actual or reasonably suspected adverse event that compromises the availability, confidentiality, or integrity of the City Data or the ability of the City to access the City Data;

“Services” means and includes anything and everything required to be done for the fulfilment and completion of this Agreement including, as applicable, Services Expansion;

“Services Expansion” has the meaning set out in Section 2.12.1;

“Source Code” means a set of instructions, written in programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into object code before the computer can understand them;

“Term” means the Initial Term and, as applicable, the First Renewal Term and the Second Renewal Term;

“Time Schedule” means the milestones and dates set out in Appendix 3; and

“Third Party” means persons, corporations and entities other than Contractor, City or any of their employees, or agents.

*The National Institute of Standards and Technology, 2011.

1.2 Appendices

1.2.1 The following attached Appendices are a part of this Agreement:

- (a) Appendix 1 – Scope of Services;
- (b) Appendix 1-A – Facility Condition Assessments and Asset Management/ Capital Planning System Requirements
- (c) Appendix 2 – Fees and Payment;
- (d) Appendix 3 – Time Schedule;
- (e) Appendix 4 – Key Personnel and Sub-Contractors;
- (f) Appendix 5 – Additional Work;
- (g) Appendix 6 – Hosting Service Levels;
- (h) Appendix 7 – Training Plan;
- (i) Appendix 8 – Privacy Protection Schedule;
- (j) Appendix 9 – Confidentiality Agreement; and
- (k) Appendix 10 - License Agreement.
- (l) **Appendix 11 - Support Services Agreement**

1.2.2 This Agreement may only be modified by express and specific written agreement.

2. SERVICES

2.1 Services

2.1.1 This Agreement sets forth the terms and conditions under which the Contractor agrees to supply Facility Condition Assessments and Asset Management/ Capital Planning System, including software licensing, Implementation Services, education and training, support and maintenance and associated software and services, City Data import / export, monitoring, support, backup and recovery, as further set forth in Appendix 1 through Appendix 1-A (inclusive), attached hereto, which are to be provided on a time and materials basis. The Contractor agrees to work with the City to ensure proper change management and assist in identifying any required technology upgrades within the City's network in support of the implementation of the Services. The Contractor agrees to fulfill its obligations to provide the Services in a timely manner in order to achieve the agreed milestones and dates in the Time Schedule.

The Contractor grants to the City a non-exclusive, user License Agreement as described in Appendix 10 to use the Software and any upgrades or maintenance releases provided pursuant to this Agreement and the Support Services Agreement, attached as Appendix 11.

2.1.2 The City and any of its employees, agents, contractors, suppliers of services or other designated users that have a need to use all or a portion of the Services specified by the City for the benefit of the City shall have the right to operate and use the same provided they are approved by the City. The Contractor shall issue accounts, or permit the City to issue accounts, to individuals selected by City as account-holders for using all or a portion of the Services specified by the City. Only account-holders approved by the City may access or use the Services and each account-holder's access to the Services requires valid login credentials, including at least user identification and secure passwords (each an "**Account**"). The rights of an account-holder may not be used by more than one individual, unless the Account of the account-holder is reassigned in its entirety to another account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Services. The City acknowledges and agrees that the City:

- (a) is fully responsible for the Accounts assigned by or at the request of the City and the acts and omissions of each account-holder, including the creation of Account credentials by any person, the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts assigned by or at request of the City;
- (b) shall notify the Contractor as soon as practicable after obtaining or receiving any knowledge of:
 - (i) any unauthorized use of an Account or any password related to an Account; or
 - (ii) any other breach of security with respect to an Account, provided that such notification will not negate the City's liability for any unauthorized use of an Account or password until such time as Contractor can be reasonably expected to take corrective measures; and
- (c) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by the Contractor from time-to-time and to promptly update such information when any changes occur.

2.1.3 The City covenants and agrees that it shall:

- (d) be responsible for account-holders' compliance with all of the terms and conditions of the Account;
- (e) be solely responsible for the accuracy, quality, integrity and legality of any City Data the City stores on or uploads to the cloud, and of the means by which City Data is acquired and used, including compliance with all Personal Information privacy laws and regulations and ensuring that no third party intellectual property rights are infringed; and
- (f) use all commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Contractor promptly of any such unauthorized access or use.

2.1.4 The City covenants and agrees that it shall not:

- (g) make the Services available to anyone, or permit anyone to access the Services, other than account-holders;
- (h) license, sublicense, sell, resell, transfer, assign, distribute, rent, lease or time-share the rights granted to City under this Agreement to use the Services, or copy or otherwise commercially exploit the Services or its components in any way except in accordance with the rights granted hereunder;
- (i) use the Services in any manner or for any purpose:
 - (i) that contravenes, facilitates the violation of, or violates any applicable laws;
 - (ii) that extracts, gathers, collects, or stores Personal Information about individuals except in compliance with all applicable Personal Information privacy laws or that involves City Data mining, robots or similar City Data gathering or extraction methods on individual's Personal Information without their express consent; or
 - (iii) that interferes with or disrupts the integrity or performance of the Services;
- (j) attempt to gain unauthorized access to the Services or its related systems or networks;
- (k) post, upload, reproduce, distribute or otherwise transmit on the cloud:
 - (iv) defamatory, infringing, indecent or unlawful software, materials or information; or
 - (v) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;
- (l) disable or circumvent any access control or related process or procedure established with respect to the Services; or
- (m) remove any copyright or other proprietary or intellectual property rights notices or labels on or in the cloud or any part, copy or report generated therefrom or thereof.

2.1.5 The City acknowledges that the cloud is not intended to be use as a repository of large media files. The City agrees to use the cloud only for its intended purposes and not for storing large media file, failing which the Contractor may establish and enforce a reasonable limit on the size of City Data that may be stored on the cloud.

2.1.6 Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor hereunder.

2.2 Changes

2.2.1 If the City makes a Change to the Services, then the City shall issue a Change Order.

2.2.2 The City Representative may at any time give the Contractor a written request (a "**Contemplated Change Order**") to provide a Quotation for a specified Change that the City is considering.

- 2.2.3 If the City Representative gives the Contractor a Contemplated Change Order, then the Contractor shall, as part of the Services, respond as promptly as possible with a written price quotation (a "**Quotation**"). Any Quotation submitted by the Contractor for a Change or a Contemplated Change Order shall, unless expressly stated otherwise in the Quotation, be interpreted to represent the total adjustment to the Fees (excluding GST) owing on account for the Services contemplated by the Quotation and for certainty shall be interpreted to include compensation on account of all related costs, including but not limited to all direct, indirect, or impact, head office, overhead, and all other costs, and all markups and profits, even if the Quotation does not specifically mention such items.
- 2.2.4 Based on the Quotation described in Section 2.2.3, the City Representative may at any time, by way of a Change Order, direct the Contractor to proceed with a Change and the Contractor shall comply with such direction.
- 2.2.5 The Contractor shall not proceed with any Services that the Contractor intends or expects to be treated as a Change without receiving a written Change Order.
- 2.2.6 If for any reason the Contractor proceeds with Services that the Contractor intends to claim as a Change before a written Change Order is issued, then verbal approval must have been received and a written Change Order pending. The Contractor shall maintain daily records, and submit them before the end of the next day to the City Representative for certification. Notwithstanding any other provision of this Agreement, no payment shall be owing to the Contractor on account of any claimed Change if the Contractor fails to maintain and submit such records. However, the mere maintenance and submission of such daily records shall not create an entitlement for the Contractor to receive payment for the claimed Change and the Contractor's right to receive payment shall be as otherwise provided by in this Agreement.
- 2.2.7 The Contractor shall not be entitled to rely on any oral representation (except in an emergency), site meeting discussion, site meeting minutes or other communication as approval that any Services are a Change. The Contractor shall strictly comply with the requirements of this section.
- 2.2.8 In an emergency, when it is impractical to delay the Services until the written authorization is issued, the City Representative may issue an oral direction which the Contractor shall follow. In such event, the City Representative shall issue a confirming Change Order at the first opportunity.
- 2.2.9 If the Contractor eliminates any functionality of any of the Services provided under this Agreement and subsequently offers that functionality in other or new products (whether directly or indirectly through agreement with a Third Party), then the portion of those other or new products that contain the functions in question, or the entire product if the functions cannot be separated out, shall be provided to the City at no additional charge and under the terms of this Agreement, including technical support. If the Contractor incorporates the functionality of the Services provided under this Agreement into a newer product and continues to offer both products, the City may, in its sole discretion, exercise the option to upgrade to the newer product at no additional cost.

2.3 Standard of Care

2.3.1 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Services. The Contractor represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.

2.4 Documentation

2.4.1 Documentation shall mean, collectively:

- (n) this Agreement including any amendment thereto;
- (o) all materials published or otherwise made available to City by the Contractor that relate to the functional, operational and/or performance capabilities of the Services;
- (p) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by the Contractor that describe the functional, operational and/or performance capabilities of the Services;
- (q) the results of any presentations or tests provided by the Contractor to the City; and
- (r) any requests for information and/or requests for proposals and/or requests for quotations (or documents of similar effect) issued by the City, and the responses thereto from the Contractor, and any document which purports to update or revise any of the foregoing.

2.4.2 In the event of the conflict or inconsistency among the foregoing, the order of priority to resolve such conflict or inconsistency is as follows:

- (s) firstly, any written amendments to this Agreement mutually agreed upon by the parties;
- (t) secondly, this Agreement;
- (u) thirdly, the items described in subsection 2.4.1(o);
- (v) fourthly, the items described in subsection 2.4.1(p);
- (w) fifthly, the items described in subsection 2.4.1(q); and
- (x) sixthly, the items described in subsection 2.4.1(r).

2.5 Marks

2.5.1 Marks shall mean the trademarks and/or trade names of Contractor as licensed to City hereunder.

2.6 Hosting Service Levels

2.6.1 The Contractor covenants and agrees to continue performing the Services after the Go-Live Date in accordance with this Agreement and in particular the Service Levels as set forth in Appendix 6.

2.6.2 The Contractor shall provide the City with incident reports regarding any unavailability of the Services that the Contractor becomes aware of.

2.6.3 The Contractor shall provide technical support and maintenance **as described in Appendix 11**.

2.7 Training

2.7.1 The Contractor shall provide a training plan.

2.7.2 The City reserves the right to video and/or audio tape any and all training sessions, whether held at the City or the Contractor's site, or via teleconference. Use of such training tapes shall be strictly for City staff training purposes and such training tapes may not be posted on any social media or otherwise made available to anyone other than City staff.

2.8 Warranties, Representations and Covenants

2.8.1 The Contractor represents and warrants that the Services provided to the City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation.

2.8.2 The Contractor represents, warrants and agrees that the Services do not contain and City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or City Data (a "**Disabling Code**").

2.8.3 **As described in Appendix 11**, in the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to City, to:

- (y) restore and/or reconstruct any and all City Data lost by the City as a result of Disabling Code;
- (z) furnish to City a corrected version of the Services without the presence of the Disabling Code; and
- (aa) as needed, re-implement the Services at no additional cost to the City.

2.8.4 The Contractor represents, warrants and agrees that:

- (bb) the Contractor has all intellectual property rights necessary to provide the Services to the City in accordance with the terms of this Agreement;
- (cc) the Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements;
- (dd) the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and
- (ee) there is currently no actual or threatened suit against the Contractor by any Third Party based on an alleged violation of such right.

2.8.5 Each party represents and warrants that it has the right to enter into this Agreement. The Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. The Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. The Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services.

2.8.6 The Contractor will assign to the City all Third Party warranties and indemnities that the Contractor receives in connection with any Services provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable Third Party agreements.

2.8.7 The Contractor represents and warrants to the City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. The Contractor must repair any date/time change defects at the Contractor's own expense.

2.8.8 The Contractor warrants that all resolution and response times as described in Appendix 6 – Hosting Service Levels [Appendix 11] shall be adhered to.

2.8.9 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, and all Services furnished by or on behalf of the Contractor under this Agreement. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the Services immediately upon notification by the City, **as described in Appendix 11**. The obligation provided for in this section with respect to any acts or omissions during the Term of this Agreement shall survive any termination or expiration of this Agreement and shall be in addition to all other obligations and liabilities of the Contractor.

2.8.10 The warranties set forth in Section 2.8 are in lieu of all other warranties, express or implied, with regard to the Services pursuant to this Agreement, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose and shall survive the expiration or termination of this Agreement.

2.9 Software Upgrades and Enhancements

2.9.1 The Contractor shall supply:

- (ff) at no additional cost updated versions of the software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers;
- (gg) at no additional cost interface softwares that are developed by the Contractor for interfacing the Services to other software products; and
- (hh) at no additional cost, updated versions of the Services, that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Services supplied to the City.

2.9.2 The Contractor shall maintain any and all Third Party software products at their most current version and at no additional charge. However, the Contractor shall not maintain any Third Party software versions, including one version back, if any such version would prevent the City from using any functions, in whole or in part, or would cause deficiencies in the system. If implementation of an upgrade to a Third Party software product requires additional personnel, the City and the Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, any additional charges to be paid by the City for such upgrade. Any additional costs that are charged by a Third Party software manufacturer for an upgrade to a Third Party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Contractor.

2.10 Enhancements

2.10.1 The Contractor shall provide the City with all Enhancements and associated Documentation that are provided as general releases of the software, in whole or in part, as part of the Services. Such Documentation shall be adequate to inform the City of the problems resolved including any significant differences resulting from the release which are known by the Contractor. The Contractor warrants that each such Enhancement general release shall be tested and perform according to the specifications. The Contractor agrees to correct corrupted City Data that may result from any system deficiency introduced by the Enhancement at no cost to the City. Enhancements to correct any deficiency shall be provided to the City at no additional cost and without the need for a Change Order.

2.11 Performance Reporting

2.11.1 As part of the Services and at no additional cost to the City, the Contractor will, upon request by the City, but no more frequently than on a quarterly basis during the Term, effective as of the Go-Live Date, submit to the City a performance report (each, a "**Performance Report**"). Each Performance Report will describe in detail the effectiveness of the Services in meeting the City's requirements during the previous month.

2.12 Optional Expansion of Services

2.12.1 The City may, in its sole and absolute discretion, at any time after the first three (3) months of the Term, upon written notice direct the Contractor to expand the Services to include such additional City departments, facilities or entities as the City may determine at its election (a "**Services Expansion**"). The following will apply with respect to any Services Expansion:

- (ii) the City and the Contractor will, acting reasonably, promptly enter into an amendment to this Agreement which will include any additional or amended terms as may be required to implement the Services Expansion; and
- (jj) the Contractor will be entitled to additional compensation for the performance of the additional services required for the Services Expansion, which will be determined on the basis of the Fees.

2.12.2 For certainty, the City will not be obligated to issue any Services Expansion under this Agreement, and unless and until any Services Expansion is issued, the Contractor will only be entitled to perform the Services as described in this Agreement.

3. TIME

3.1 Time is of the essence.

4. TERM

4.1 The term of this Agreement shall commence on the Commencement Date and finish one (1) year later (the "**Initial Term**"), unless renewed or terminated earlier in accordance with this Agreement. Contractor covenants and agrees to provide the Services throughout the Term unless terminated as provided herein.

4.2 The City shall have the option, subject to having obtained all necessary approvals, to renew this Agreement for a further period of four (4) additional one (1) year periods (the "**Renewal Term**") by giving written notice to the Contractor at any time prior to one hundred and eighty (90) days before the end of the Initial Term.

4.3 With respect to the renewals contemplated in Section 4.2, the Contractor shall provide the City with written notice of the approaching deadline no earlier than two hundred and ten (180) days before the end of the then-current Term. If the Contractor fails to provide the

City with notice in accordance with this Section, the City may renew the Agreement, subject to having obtained all necessary approvals, by giving written notice at any time during the one hundred and eighty (180) days immediately before the end of the then current Term.

5. PERSONNEL

5.1 Personnel

- 5.1.1 The Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees, agents or personnel for efficient performance under this Agreement. The Contractor agrees that, at all times, the employees, agents or personnel of the Contractor furnishing or performing any Services shall do so in a proper, workmanlike, and dignified manner.
- 5.1.2 The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of the Contractor's employees, agents or personnel for good cause.
- 5.1.3 The Contractor shall be responsible for the acts of its employees, agents or personnel while on the City's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its employees, agents or personnel. The Contractor shall promptly repair, to the specifications of the City, any damage that it, or its employees, agents or personnel may cause to the City's premises or equipment or if the Contractor fails to do so, the City may repair such damage and the Contractor shall reimburse the City promptly for the cost of such repair.
- 5.1.4 The Contractor agrees that, in the event of an accident of any kind, the Contractor will immediately notify the City Representative and thereafter, if requested, furnish a full written report of such accident.
- 5.1.5 The Contractor shall perform the Services without interfering in any way with the activities of the City's staff or visitors.
- 5.1.6 The Contractor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform the Services and shall have no right to access any other facilities of the City. The City shall also extend parking privileges to properly identified members of the Contractor's full-time staff on the same basis as they are extended to City staff.
- 5.1.7 The City shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees, agents, personnel, subcontractors, or material-men.

5.2 Sub-Contractors and Assignment

- 5.2.1 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, which approval may be reasonably withheld by the City, and any attempt to do so shall be void and without further effect.
- 5.2.2 The Contractor shall identify all of its strategic business partners related to the Services provided under this Agreement, including but not limited to all sub-contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

5.3 Agreements with Sub-Contractors

- 5.3.1 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 retained by them as for acts and omissions of persons directly retained by the Contractor.

5.4 Separation of Duties and Non-Disclosure

- 5.4.1 The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City Data to that which is absolutely necessary to perform job duties.

5.5 Right to Remove Personnel

- 5.5.1 The City shall have the right at any time to require that the Contractor remove from interaction with the City any employee, agent or personnel who the City believes is detrimental to its working relationship with the Contractor. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the City specifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of this Agreement without the City's consent.

6. LIMITED AUTHORITY

6.1 Agent of City

- 6.1.1 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 Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

6.2 Independent Contractor

6.2.1 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 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 Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees, agents or personnel.

7. FEES AND PAYMENT

7.1 Fees

7.1.1 The City will pay to the Contractor the Fees in accordance with this Agreement provided the Services have been performed. Payment by the City of the Fees will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

7.2 Payment – Services

7.2.1 In accordance with the provisions set out in Appendix 2 including the time of payments, the Contractor shall prepare an Invoice for all Fees as follows:

- (a) The Contractor will submit an invoice (the "**Invoice**") to the City requesting payment of the Fees relating to the Services or Additional Work provided in the previous month including any subscription or license costs, and including the following information:
 - (vi) an invoice number;
 - (vii) the Contractor's name, address and telephone number;
 - (viii) the City's reference number for the Services, PO #**xxxxxx**;
 - (ix) description and date(s) of the Services;
 - (x) Contractor's price per hour for each item, multiplied by the number of hours used of each item, and total for each item;
 - (xi) taxes (if any);
 - (xii) other applicable charges (if any);
 - (xiii) payment terms including any available prompt payment discounts;
 - (xiv) grand total of the Invoice; and
 - (xv) Contractor's representative Name, Title, Location and Department.
- (b) if the City reasonably determines that any portion of an Invoice is not payable due to an error, then the City will so advise the Contractor;
- (c) all Fees are payable in Canadian dollars; and
- (d) no interest will be payable on any overdue accounts.

7.3 Payment – Additional Work

7.3.1 The City shall pay the costs for any Additional Work on a time and material basis, as described in Appendix 5.

7.4 Invoicing

7.4.1 Invoices will be submitted by the Contractor to: surreyinvoices@surrey.ca.

Name: City of Surrey – Corporate Services Department

Address: Surrey City Hall, 13450 - 104th Avenue
Surrey, British Columbia, V3T 1V8, Canada

7.4.2 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for Invoice preparation. The City may request, in writing, changes to the content and format of the Invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

7.5 Records

7.5.1 The Contractor will prepare and maintain proper records related to the 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 Services and for a period of six years after the Services are complete.

7.6 Non-Residents

7.6.1 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:

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

8. CITY RESPONSIBILITIES

8.1 City Information

8.1.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information which the City has in its files that relate to the delivery of the 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.

8.2 City Decisions

8.2.1 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.

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

9.1 The Contractor shall indemnify, defend and hold the City harmless from any and all actions, proceedings, or claims of any type brought against the City alleging that the Services and/or Documentation or the City's use of the Services and/or Documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party. The Contractor agrees to defend against, and hold the City harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. The City shall, after receiving notice of a claim, advise the Contractor of it. The City's failure to give the Contractor timely notification of said claim shall not affect the Contractor's indemnification obligation unless such failure materially prejudices the Contractor's ability to defend the claim. The City reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

9.2 If the Services and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Services and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, and the City's use of the Services and/or Documentation, or any part of it, is enjoined or interfered with in any manner, the Contractor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either:

- (a) procure for the City the right to continue using the Services and/or Documentation free of any liability for infringement or violation;
- (b) modify the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to the City; or
- (c) replace the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to the City.

The Contractor shall have no obligation to indemnify the City for a claim if:

- (d) the City uses the Services in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or
- (e) the City's use of the Services in combination with any product or system not authorized, approved or recommended by the Contractor and such combination is the cause of the infringement or misappropriation.

9.3 No limitation of liability set forth elsewhere in this Agreement is applicable to the intellectual property infringement indemnification set forth herein.

10. INSURANCE AND DAMAGES

10.1 Indemnity

10.1.1 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, agent or personnel of the Contractor.

10.2 Survival of Indemnity

10.2.1 The indemnity described in Section 10.1.1 and 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.

10.3 Limitation of Liability

10.3.1 Neither party will be liable to the other for any indirect, incidental, special or consequential damages of any kind whatsoever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to City Data, loss of profits or of contracts, loss of business and loss of goodwill or anticipated savings, even if the party has been notified of the possibility thereof or could have foreseen such claims. The entire and aggregate liability of each party to the other party for direct damages from any cause whatsoever, and regardless of the form of action or the cause of action, whether in contract or in tort (including negligence), strict liability, breach of a fundamental term, fundamental breach or otherwise in connection with this Agreement, shall not exceed in aggregate the amount actually paid by the City to the Contractor in respect of the Services as defined in Appendix 2.

10.4 Contractor's Insurance Policies

10.4.1 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, agents and personnel. 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 the Contractor's protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, and personal injury. The City will be added as an additional insured for losses arising out of the operations of the Contractor;
- (b) cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by "**SaaS provider**", its agents, subcontractor, or employees, arising out of the performance of this Agreement with a minimum combined single and aggregate limit of at least three million (\$3,000,000) dollars per occurrence. The policy coverage shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks; and
- (c) Professional Liability in an amount not less than two million dollars (\$2,000,000) per claim for losses arising out of any error or omission performed by the consultant or sub-consultant.

10.5 Insurance Requirements

10.5.1 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. All required insurance will be endorsed to provide the city with thirty (30) days advance written notice of cancellation or material change restricting coverage. 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.

10.6 Contractor's Responsibilities

10.6.1 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.

10.7 Additional Insurance

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

10.8 Waiver of Subrogation

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

11. TERMINATION

11.1 By the City

11.1.1 The City for any reason may with ninety (90) days written notice to the Contractor terminate this Agreement before the completion of the Term, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to complete the Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as agreed upon by the City and the Contractor in good faith. 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 Services not performed or other profit opportunities.

11.2 Termination for Cause

11.2.1 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, in particular compliance with Service Levels, and such breach is not remedied to the reasonable satisfaction of the City within five (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.

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

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

11.3 Curing Defaults

11.3.1 If the City determines that some portion of the Services has not been completed satisfactorily, the City may require the Contractor to correct such Services prior to the City making any payment without terminating this Agreement upon five (5) days written notice to the Contractor. In such event, the City will provide the Contractor with an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, if the Contractor does not provide a sufficient remedy. The City may retain the amount equal to the cost to the City for otherwise correcting or remedying the Services not properly completed. The parties agree to act reasonably and diligently to remedy issues.

12. APPLICABLE LAWS

12.1 Applicable Laws

12.1.1 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.

12.2 Codes and By-Laws

12.2.1 The Contractor will provide the Services in full compliance with all applicable laws and regulations.

12.3 Interpretation of Laws

12.3.1 The Contractor will, as a qualified and experienced professional, interpret laws and regulations applicable to the performance of the 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.

13. CITY DATA PRIVACY

- 13.1 The Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for City's sole benefit, and will not share such City Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, the Contractor will not use such City Data for the Contractor's own benefit and, in particular, will not engage in "City Data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.
- 13.2 All City Data will be stored on servers located solely within Canada. The Contractor will not permit access to Personal Information from outside Canada.
- 13.3 The Contractor will provide access to City Data only to those Contractor employees, agents, personnel, contractors and subcontractors who need to access the City Data to fulfill the Contractor's obligations under this Agreement. The Contractor will ensure that, prior to being granted access to the City Data, the Contractor's employees, agents or personnel who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all City Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the Contractor's employees, agents and personnel's duties and the sensitivity of the City Data they will be handling.
- 13.4 The Contractor will ensure it maintains the confidentiality, integrity and availability of City Data by ensuring appropriate security controls are applied.

14. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

14.1 No Disclosure

- 14.1.1 Except as provided for by law or otherwise by this Agreement, the Contractor and the City will keep strictly confidential, and will not, without the prior express written consent of the Contractor and the City, publish, release, disclose or permit to be disclosed Confidential Information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

14.2 Return of Property and City Data

The Contractor agrees to return to the City the City Data at the termination or expiration of this Agreement, upon the City's written request made within thirty (30) days after such termination or expiration, as provided herein. This provision applies to all City Data that is the possession of subcontractors, agents or auditors of Contractor. Within fifteen (15) days after the date of the City's request, the Contractor will make available to City for download a file of City Data in an agreed-upon machine readable (a commercially

reasonable standard such as comma separated value (.csv) or extendible markup language (.xml)) format along with attachments in their native format as stored on the SaaS. Such service shall be done at no cost to the City. Once Contractor has received written confirmation from City that all City Data has been successfully transferred to the City, Contractor shall within thirty (30) days, unless legally prohibited, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification in accordance with Section 15.7 herein.

15. SECURITY

15.1 Security

15.1.1 The Contractor shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor. For example, virus checking and port sniffing – the City and the Contractor shall understand each other's roles and responsibilities. The Contractor and the City recognize that security responsibilities are shared. The Contractor is responsible for providing a secure application service and/or infrastructure within the context of the Services being provided to the City. The City is responsible for securing City owned and operated infrastructure.

15.2 Access to City Data, Security Logs and Reports

15.2.1 The Contractor shall provide reports to the City in a format agreed to by both the Contractor and the City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this Agreement. Audit logs and login history logs shall include the following requirements:

- (a) audit logs (in a filterable and exportable.csv format): user, date and time of change (add or update), previous value of field, current value of the field, object; and
- (b) login history logs: IP address that attempted login, date and time and success/fail.

15.3 Import and Export of City Data

15.3.1 The City shall have the ability to import or export City Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the City to import or export City Data to/from other service providers.

15.4 Access To and Extraction of City Data

15.4.1 The City shall have access to City's Data during the Term. The Contractor shall within seven (7) business days of the City's request, provide the City, without any contingencies whatsoever (including but not limited to payment of any fees due to the Contractor), an extract of the City Data in a mutually agreed upon machine readable format, anytime during the Term of this Agreement. Such provision of City Data, shall be charged to the City on a time and materials basis, as agreed to by the parties, at the hourly rates of the Contractor as set out in Appendix 2.

15.5 City Data Ownership

15.5.1 All City Data shall become and remain the property of the City.

15.6 City Data Protection

15.6.1 Protection of personal privacy and City Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of the City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:

- (c) the Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and City Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Information and City Data of similar kind;
- (d) without limiting the foregoing, the Contractor warrants that all City Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) at an encryption level equivalent to or stronger than 128-bit AES encryption. Further, the Contractor warrants that all City Data will be encrypted while in storage at an encryption level equivalent to or stronger than 256-bit AES encryption;
- (e) at no time shall any City Data or processes — that either belong to or are intended for the use of the City or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City;
- (f) the Contractor shall not use any information collected in connection with the service issued from this Agreement for any purpose other than fulfilling the Service;
- (g) all facilities used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such City Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure the Contractor's own City Data of a similar type, and in no event less than reasonable in view of the type and nature of the City Data involved; and
- (h) the Contractor shall at all times use industry-standard and up-to-date security controls, technologies and procedures including, but not limited to firewalls, strong authentication, anti-malware protections, intrusion detection and prevention, regular patch management and vulnerability scanning, security event logging and reporting, and transport and storage encryption in providing the Services under this Agreement.

15.6.2 Prior to the "**Go-Live Date**" the Contractor will at its expense conduct or have conducted the requirements in subsections 15.6.2(a), (b) and (c) and thereafter, and the Contractor will at its expense conduct or have conducted the requirements in subsections 15.6.2 (a), (b) and (c) at least once per year, and immediately after any actual or reasonably suspected City Data Breach:

- (a) audit of the Contractor's security policies, procedures and controls;
- (b) a vulnerability scan, performed by a City-approved Third Party, of the Contractor's systems and facilities that are used in any way to deliver Services under this Agreement; and
- (c) a formal penetration test, performed by a process and qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

15.6.3 Any time during the Term, if the Contractor intends to use City Data facilities of a different hosting service provider for storing the City Data, the Contractor shall provide at least thirty (30) days prior written notice of its intention to the City with proof in writing of the new hosting service provider meeting the requirements of being certified under ISO 27017 (or standards that succeed them, and which are acknowledged by both parties as equally or more effective). For greater clarity, failing to do so would result in a substantial breach of the Agreement.

15.6.4 The Contractor will provide the City with a summary of the reports or other documentation resulting from the above audits, certifications, scans and tests in subsections 15.6.1(a), 15.6.2(b) and 15.6.2(c) within seven (7) business days of the Contractor's receipt of a request from the City.

15.6.5 Based on the results of the above audits, certifications, scans and tests, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and upon request provide the City with written evidence of remediation, based on the results of the above audits, certifications, scans and tests, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and upon request provide the City with written evidence of remediation, provided that to the extent that completing such modifications to its security measures is not practicable within thirty (30) calendar days, the Contractor will have commenced such modifications within thirty (30) calendar days and will thereafter diligently pursue the implementation until completion within one hundred and eighty (180) days.

15.6.6 The City may require, at its expense, that the Contractor perform additional audits and tests, and the Contractor will use commercially reasonable efforts, taking into consideration the availability of its resources, to accommodate such request. Any audit or test request by the City needs to be coordinated with the Contractor and will be performed only on a mutually agreed basis including the timeline for the audit or test. When performed, the results of any such audit or test will be provided to the City within

seven (7) business days of the Contractor's receipt of such results. The City shall reimburse the Contractor for all its reasonable out of pocket expenses in connection with such audit or test, including the cost of the Contractor staff used for such audit.

15.7 City Data Destruction

15.7.1 The Contractor acknowledges and agrees that, upon termination or expiry of this Agreement, or at any time during the term of this Agreement at the City's request, all City Data in the possession of the Contractor shall be destroyed using a "Purge" or "Destroy" method, as defined by NIST Special Publication 800-88, such that ensures that City Data recovery is infeasible.

15.7.2 The Contractor must provide the City with a backup of all City Data prior to performing City Data destruction unless otherwise instructed by the City in writing. The Contractor must receive confirmation from the City that all City Data to be destroyed has been received.

15.7.3 The Contractor agrees to provide a "Certificate of Sanitization/Disposition" within a reasonable period of performing destruction of City Data for each piece of media that has been sanitized which includes, at a minimum, the following information:

- (i) type of media sanitized;
- (j) description of sanitization process and method used;
- (k) tool used for sanitization;
- (l) verification method;
- (m) date of sanitization; and
- (n) signature of contractor.

16. SECURITY INCIDENT OR CITY DATA BREACH RESPONSE

16.1 When either a Security Incident or a City Data Breach is suspected, investigation is required to commence without delay. If the Contractor becomes aware of a suspected Security Incident or suspected City Data Breach, the Contractor will inform the City Clerk immediately (unless a City Data Breach is conclusively ruled out, in which case notification must be within 24 hours) by contacting the City's 24x7 IT on-call staff at 604-591-4444 and selecting the option for critical services.

16.2 If a City Data Breach is confirmed, immediate remedial action is required, the Contractor must notify the City Clerk immediately by contacting the City's 24x7 IT on-call staff as described above.

16.3 Immediately upon becoming aware of any suspected Security Incident, the Contractor shall fully investigate the Security's Incident's circumstances, extent and causes. The Contractor must then report the results to City Clerk and continue to keep City Clerk

informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

- 16.4 Oral reports by the Contractor regarding Security Incidents and City Data Breaches will be reduced to writing and supplied to the City Clerk as soon as reasonably practicable, but in no event more than forty-eight (48) hours after the oral report.
- 16.5 For any confirmed Security Incident, the Contractor's report discussed herein shall identify:
- (a) the nature of the incident;
 - (b) the cause or suspected cause of the incident;
 - (c) what the Contractor has done or shall do to mitigate the incident; and
 - (d) what corrective action the Contractor has taken or shall take to prevent future similar incidents.
- 16.6 For an actual or suspected City Data Breach, the Contractor's report discussed herein shall identify:
- (e) the nature of the unauthorized use or disclosure;
 - (f) the City Data used or disclosed;
 - (g) who made the unauthorized use or received the unauthorized disclosure (if known);
 - (h) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (i) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 16.7 The Contractor, at its expense, shall cooperate fully with the City's investigation of and response to any City Data Breach, including allowing the City to participate as is legally permissible in the breach investigation.
- 16.8 The Contractor will not provide notice of the City Data Breach directly to the persons whose City Data were involved, regulatory agencies, or other entities, without prior written permission from the City.
- 16.9 Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, except where such breach has been caused by the City's negligence, the Contractor will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any City Data Breach, including but not limited to providing notification to Third Parties whose City Data were compromised and to regulatory bodies, law enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s),

and credit monitoring and/or identity restoration services to assist each person impacted by a City Data Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the City Data Breach.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 Intellectual property is owned by the applicable content owner and, except as expressly set out herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property. For greater certainty:

(b) the City acknowledges that the Contractor retains all right, title and interest in the Contractor's intellectual property. The City acknowledges that it does not, by virtue of receiving a license to use the Contractor's intellectual property, acquire any proprietary rights therein, other than the limited rights granted in this Agreement. The Contractor warrants that it is the sole owner of its intellectual property; and

(c) the Contractor acknowledges that the City retains all right, title and interest in the City's intellectual property. The Contractor acknowledges that it does not, by virtue of receiving a license to use the City's intellectual property in order to customize the intellectual property, acquire any proprietary right to the City's intellectual property, other than the limited rights granted under this Agreement. The City warrants that it owns the City's intellectual property that it provides to the Contractor for the purpose of customizing the intellectual property.

17.2 Neither party may transfer or assign its rights and obligations under this Agreement without first obtaining the other party's prior written consent.

17.3 Upon termination or expiry of this Agreement, the Contractor shall remove the City's intellectual property from the software.

18. PROTECTION OF PERSONAL INFORMATION

18.1 Refer to Appendix 8 – Privacy Protection Schedule.

19. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR CITY DATA

19.1 Except as otherwise expressly prohibited by law, the Contractor will:

(d) if required by a court of competent jurisdiction or an administrative body to disclose City Data, the Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

(e) consult with the City regarding its response;

(f) cooperate with the City's reasonable requests in connection with efforts by the City to intervene and quash or modify the legal order, demand or request; and

(g) upon the City's request, provide the City with a copy of its response.

- 19.1 If the City receives a subpoena, warrant, or other legal order, demand or request seeking City Data maintained by the Contractor, the City will promptly provide a copy to the Contractor. The Contractor will supply the City with copies of City Data required for the City to respond within forty-eight (48) hours after receipt of copy from the City, and will cooperate with the City's reasonable requests in connection with its response.

20. CITY DATA RETENTION AND DISPOSAL

- 20.1 The City records fall under the City's retention policies, not the Contractors. The Corporate Records program is governed by the *Corporate Records By-law, 2010, No. 17002*, as amended.

21. CITY DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 21.1 Upon termination or expiration of this Agreement, the Contractor will ensure that all City Data is securely transferred in a mutually agreed upon machine readable format to the City, or a Third Party designated by the City, within ten (10) calendar days of any such event. The Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the City, and that the City will have access to City Data during the transition. In the event that it is not possible to transfer the aforementioned City Data to the City in a format that does not require proprietary software to access the City Data, the Contractor shall provide the City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the City Data.
- 21.2 Based on an agreed upon fee, the Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.
- 21.3 The Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the City.
- 21.4 The Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to the City. The Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal downtime and effect on the City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date. Should extra services be required by the Contractor, it shall be done at an agreed upon fee.

22. INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE

- 22.1 The City may suspend or terminate (or direct the Contractor to suspend or terminate) an end user's access to Services in accordance with the City's policies. The City will assume sole responsibility for any claims made by end user regarding the City's suspension/termination or directive to suspend/terminate such Services.

22.2 The Contractor may suspend access to Services by the City immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of the Contractor's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. The suspension will be lifted immediately once the breach is cured. The Contractor may suspend access to Services by the City in response to a material breach by the City of any terms of use the City has agreed to in connection with receiving the Services. The Contractor will immediately notify the City of any suspension of the City access to Services.

23. RIGHTS AND LICENSE IN AND TO CITY DATA

23.1 The parties agree that as between them, all rights, in and to City Data shall remain the exclusive property of the City, and the Contractor has a limited, nonexclusive license to access and use these City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

23.2 All City Data created and/or processed by the Services is and shall remain the property of the City and shall in no way become attached to the Services, nor shall the Contractor have any rights in or to the City Data.

23.3 This Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Agreement.

23.4 The City retains the right to use the Services to access and retrieve City Data stored on the Contractor's Services infrastructure at any time at its sole discretion.

23.5 The Contractor shall agree to support the City to conduct a City Data export annually for archiving purposes.

24. ESCROWING OF SOURCE CODE OF LICENSED SOFTWARE

24.1 After the parties execution of this Agreement and at written request of the City, the parties shall enter into a Source Code Escrow Agreement with a mutually agreed third-party escrow agent ("**Escrow Agent**") pursuant to which the Contractor will deposit a source code version of the software component of the Services other than any third party software with all necessary passwords, software keys, and related technical documentation (collectively, the "**Source Code**").

24.2 Each of the following shall constitute a "**Release Event**" for purposes of this Agreement and the Source Code Escrow Agreement:

- (a) in the event that the Contractor:
 - (xvi) makes an assignment in bankruptcy, or is subject to a bankruptcy order, under the *Bankruptcy and Insolvency Act (Canada)* or the bankruptcy and insolvency legislation of any other jurisdiction;
 - (xvii) has made a general assignment for the benefit of its creditors; or

(xviii) has terminated its on-going business operations or transfers all or substantially all of the assets or obligations associated with or set forth in this Agreement to a third party except in connection with a continuation of the Contractor's business;

provided that, if the Contractor;

(A) is still providing the Services to the City; and

(B) is disputing an involuntary assignment or order described in subsection (xvi), (xvii) or (xviii) above, the Contractor shall have forty (40) calendar days after the receipt of the assignment or order, failing which a "**Release Event**" is deemed to have occurred.

24.3 All rights and licenses granted by the Contractor under this Agreement or the Source Code Escrow Agreement (including all licensed Software, Source Code, documentation and work product, are and shall be deemed to be rights and licenses to "intellectual property", as such term is used in and interpreted under Section 65.11(7) of the *Bankruptcy and Insolvency Act (Canada)* and Section 32(6) of the *Companies' Creditors Arrangement Act (Canada)* and the Escrow Agreement is "supplementary" to this Agreement. In each case, the City shall have all rights, elections and protections under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies Creditors Arrangement Act (Canada)* and all other applicable bankruptcy, insolvency, restructuring and similar laws with respect to this Agreement, the Source Code Escrow Agreement and the subject matter hereof and thereof.

24.4 All fees and expenses charged by **both the Contractor and** an escrow agent will be borne by the City.

25. WORKERS' COMPENSATION BOARD, AND OCCUPATIONAL HEALTH AND SAFETY

25.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services. 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 Services have been paid in full.

25.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

25.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*, unless the City specifies in writing that it is not. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers*

Compensation Act. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 25.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, 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.
- 25.5 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 Compensation Act* and Regulations pursuant thereto.

26. DISPUTE RESOLUTION

26.1 Dispute Resolution Procedures

26.1.1 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 26.1.1.

(h) 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.

(i) 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.

27. JURISDICTION AND COUNCIL NON-APPROPRIATION

27.1 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.

27.2 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 the City's 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 90 days after the non-appropriation becomes final. Such termination shall take effect ninety (90) 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.

28. GENERAL

28.1 Entire Agreement

28.1.1 This Agreement, including the Appendices and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

28.2 Amendment

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

28.3 Contractor's Terms Rejected

28.3.1 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.

28.4 Survival of Obligations

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

28.5 Cumulative Remedies

28.5.1 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.

28.6 Notices

28.6.1 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 or email, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City: City of Surrey – Corporate Services Department

Surrey City Hall, 13450 - 104th Avenue
Surrey, British Columbia, V3T 1V8, Canada

Attention:
Business Fax:
Business E-mail:

(b) The Contractor: [Legal Name]
[Street Address], [City], [Province/State]
[Postal or Zip Code]

Attention: [Contact Name/Position Title]
Business Fax:
Business E-mail:

28.7 Unenforceability

28.7.1 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.

28.8 Headings

28.8.1 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.

28.9 Singular, Plural and Gender

28.9.1 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.

28.10 Waiver

28.10.1 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.

28.11 Signature

28.11.1 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.

28.12 Force Majeure

28.12.1 Neither party shall be liable to the other for failure or delay of performance hereunder due to causes beyond its reasonable control. Such delays include, but are not limited to, earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, riots, or civil disturbances. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the event, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

28.11.2 The performing party may terminate or suspend its performance under this Agreement if the non-performing party fails to perform its obligations under this Agreement for more than fifteen (15) consecutive calendar days. The City's payment obligations shall be suspended automatically if it is denied access to the Services for more than five (5) hours in any twenty-four (24) hour period.

28.13. Enurement

28.13.1 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

by its authorized signatory:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<INSERT LEGAL NAME OF CONTRACTOR>>
by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(APPENDICES 1 THROUGH 11 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)

APPENDIX 1 – SCOPE OF SERVICES

**APPENDIX 1-A – FACILITY CONDITION ASSESSMENTS AND ASSET MANAGEMENT/
CAPITAL PLANNING SYSTEM REQUIREMENTS**

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – KEY PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL WORK

APPENDIX 6 – HOSTING SERVICE LEVELS

1. Definitions
2. Availability
3. Planned Maintenance
4. Performance
5. Capacity
6. Data Recovery
7. Access to City Data
8. Change Management
9. Reliability
10. Disaster Recovery
11. Technical Support
12. Service Credit

APPENDIX 7 – TRAINING PLAN

APPENDIX 8 – PRIVACY PROTECTION SCHEDULE

APPENDIX 9 – CONFIDENTIALITY AGREEMENT; and

APPENDIX 10 – LICENSE AGREEMENT.

APPENDIX 11 – SUPPORT SERVICES AGREEMENT

APPENDIX 6 – HOSTING SERVICE LEVELS

1. DEFINITIONS

In this Appendix 6 the following definitions shall apply:

- 1.1 “**Exclusions**” has the meaning specified in Section 2.2;
- 1.2 The “**Monthly Uptime Percentage**” for a given service instance is calculated by subtracting from 100% the percentage of minutes during the month when the Facility Condition Assessments and Asset Management/ Capital Planning System production instance was subject to an Outage. If the Facility Condition Assessments and Asset Management/ Capital Planning System production instance is run for only part of the month at the City’s request, that instance is assumed to be 100% available for that portion of the month during which it was not running. The monthly uptime percentage does not include downtime resulting directly or indirectly from any Exclusions;
- 1.3 “**Incident**” means any defect, problem or error regarding Software or Equipment purchased or leased from the Contractor;
- 1.4 “**Maintenance Window**” means the timeframe beginning at 11:30pm in the evening and ending at 5:00am the following morning (Pacific Time) any day during the Term of the agreement;
- 1.5 “**Outage**” has the meaning specified in Section 2.3;
- 1.6 “**Planned Maintenance**” has the meaning specified in Section 3; and
- 1.7 “**Service Credit**” is a credit on dollars, calculated as indicated in Section 7, which the Contractor may credit to an eligible account.

2. AVAILABILITY

- 2.1 The Contractor shall use commercially reasonable efforts to ensure the Facility Condition Assessments and Asset Management/ Capital Planning System availability, as measured by the Monthly Uptime Percentage for the Facility Condition Assessments and Asset Management/ Capital Planning System production instance, is at least 99.5% of the time, based on 24/7 availability. This commitment will commence from the Go-Live Date.

Incidents and Outages reported by the City will receive response(s) and resolution in accordance with the process and timeframes specified in Sections 2.3 and the SSA document provided by the Contractor attached as Appendix 11 of this Agreement.

If the Monthly Uptime Percentage in any month falls below 99.5%, the Contractor will provide the City with Service Credit in accordance with Section 7.

2.2 Exclusions

The service commitment does not apply to the unavailability, suspension, or termination of the Facility Condition Assessments and Asset Management/ Capital Planning System or to any other performance issues in regard to the Facility Condition Assessments and Asset Management/ Capital Planning System that:

- (a) result from factors outside our reasonable control, including any superior *force*, service interruption by a public utility or third party provider such as Internet access, and related problems beyond the demarcation point of the Contractor and its suppliers;
- (b) result from any action or voluntary inaction by the Client or third parties (for example, restoring snapshot data, publishing customizations, misconfiguring security groups, divulging identification settings, etc.);
- (c) result from failure to comply with the guidelines described in the Contractor's user guide;
- (d) result from your equipment, software or any other third-party technology, device, or software (other than third-party equipment under our direct control);
- (e) result from Planned Maintenance in accordance with Section 3;
- (f) result from any interruption imposed by a judgment or any enforceable decision by a competent authority; and
- (g) result from the suspension and termination of your right to use the Facility Condition Assessments and Asset Management/ Capital Planning System in accordance with the Support Services Agreement, attached as Appendix 11.

(collectively, "**Exclusions**").

2.3 Outage

- 2.3.1 When the City believes that an Outage has occurred, the City will report the Incident to the Contractor.
- 2.3.2 The City will be able to report its belief that an Outage may have occurred to Contractor twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year via the Support Services Agreement (SSA) document attached as Appendix 11 in this contract.
- 2.3.3 If the Contractor detects an Outage through its automated monitoring systems or other means, the Contractor shall notify the City that an Outage has occurred as soon as practicable, but in any event no later than two (2) business days after the first discovery of the Outage.
- 2.3.4 An Outage is deemed to occur if the City experiences and reports to the Contractor:
 - (a) a complete inability to use the Facility Condition Assessments and Asset Management/ Capital Planning System;
 - (b) a reoccurring, temporary inability to use the Facility Condition Assessments and Asset Management/ Capital Planning System; or

- (c) an inability to use the Facility Condition Assessments and Asset Management/ Capital Planning System features or functions that are required for the City to perform its critical business functions; and
- (d) the Contractor confirms the Outage when it issues its Follow-up Service Call as referenced in Section 2.3.7.

For the purposes of illustration, Section 2.3.4(c) would be activated if (among other things; this list is non-exhaustive):

- (i) staff or clients are unable to login; and
- (ii) payments cannot be processed.

2.3.5 Provided that an Outage is confirmed by the Contractor, the Outage is agreed to have started (for the purposes of calculating Monthly Uptime Percentage) as at the time when the City notified the Contractor.

2.3.6 An Outage is considered resolved at the time that the Contractor has completed investigating and rectifying the problem as is reasonably acceptable to the City.

2.3.7 For Suspected Outage Severity Level Critical and High incidents, a Follow-up Service Call as specified in **Appendix 11** shall be made available by the Contractor to the City within **five (5)** days of the Outage.

3. PLANNED MAINTENANCE

3.1 The Contractor may, upon providing at least **seven (7) days** prior written notice to the City (which may be given by email), cause the Facility Condition Assessments and Asset Management/ Capital Planning System to be un-Available for a period of time ("**Planned Maintenance**") that does not exceed three (3) consecutive hours, unless mutually agreed upon by the parties.

3.2 If Planned Maintenance will last longer than five (5) hours, the Contractor shall notify the City in writing at least 21 days in advance, unless mutually agreed upon by the parties, and obtain the City's approval, unless the Planned Maintenance is required by an urgent event as described in Section 3.3.

3.3 Planned Maintenance shall be performed during the Maintenance Window, and not more than once per month, unless such Planned Maintenance is required due to urgent events outside of the Contractor's direct control, in which case the Contractor will provide as much notice as is practicable.

3.4 Unless Planned Maintenance occurs during the Maintenance Window, it will apply against the Facility Condition Assessments and Asset Management/ Capital Planning System availability requirement.

3.5 Regarding delivery of customizations, the City will be notified at least one (1) day in advance, and there is no maximum of deliveries per month, and these deliveries will be carried out at times agreed with the City.

4. PERFORMANCE

The system needs to meet reasonable performance expectation for page load, data reporting and overall responsiveness so as to not interfere with core functionality.

5. CAPACITY

5.1 The Contractor shall maintain the capacity of the production environment such that the Facility Condition Assessments and Asset Management/ Capital Planning System supports the City's current users, processing loads, and number of transactions and, at no additional cost to the City, will scale to accommodate any growth.

5.2 The Contractor's N-Tier computing provides a centralized common service platform, in this case the Contractor's Command Centre which communicates with distributed mobile field modules. The Command Centre manages users, security, messages and transaction data integrity. The advantage for the agency is great flexibility and interchangeability in adapting workflows. This architecture supports the City's current number of users, transactions and processing loads and will accommodate future growth.

6. DATA RESIDENCY

All City data to be hosted in Canada.

7. ACCESS TO CITY DATA

Any eventual, continuous or on demand access to City data will be determined once the proposed system's integrations have been evaluated.

8. CHANGE MANAGEMENT

Change management services is not anticipated in the scope of this proposal

9. RELIABILITY

The system is to be available to City staff, a at minimum, during City business hours, generally defined as Monday through Friday 7:00 am to 6:00 pm PST.

10. DISASTER RECOVERY

10.1 The Contractor shall be responsible for providing disaster recovery Services if the Contractor experiences or suffers a disaster. The Contractor shall take all necessary steps to ensure the City shall not be not be denied access to the services for more than, subject to the availability of the underlying hosting service provider, forty eight (48) hours in the event there is a disaster impacting any Contractor infrastructure necessary to provide the Service.

10.2 All hosting infrastructure required to support the Facility Condition Assessments and Asset Management/ Capital Planning System (including without limitation parking rights servers, and application and data servers) is redundant and will not suffer a loss of service.

11. TECHNICAL SUPPORT

Technical support to be available during City Business hours, generally defined as Monday through Friday 7:00 am to 6:00 pm PST.

12. SERVICE CREDITS

Service credits are calculated as a percentage of the value of the monthly service, based on current list prices, during which the Contractor did not respect its commitment to monthly uptime.

Monthly Uptime Percentage	Percentage of Service Credit (per month)
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99%	20%

Service credits do not entitle the City to any refund or other payment owed to the Contractor or the Contractor's supplier. A Service Credit will be applicable and issued only if the amount of the credit is higher than one dollar (\$1CAD).

Credit Request and Payment Procedures

In the event of a failure to maintain any of the Hosting Services, City shall be entitled to a service credit.

In order to claim a service credit, the City must:

- request all service credits in writing to the Contractor within thirty (30) days of the failure; and
- identify the relevant incident number recorded in the Contractor's incident management system.

The Contractor will acknowledge receipt of a claim within seven (7) calendar days and will review all claims within ten (10) calendar days after receipt and inform the City in writing by electronic email whether the service credit will be issued or whether the claim is rejected specifying the basis for rejection. The Contractor will pay in the form of a credit to the annual maintenance Hosting contract the amount calculated in the formula demonstrated in Section 7 of this Appendix 6.

The period of time will be calculated from the moment the incident was reported by the City to the Contractor's support team and according to the means and conditions specified in [Appendix 11](#).

The Contractor and the City will hold a yearly meeting of a joint performance review. This committee, which will be composed of the Facility Condition Assessments and Asset Management/ Capital Planning System, the City's Senior Manager, Business Applications, Information Technology and other representatives of the City as may be required, will be mandated to meet once a year, on the anniversary date of the system go-live, and to review the performance of the Contractor's support team for and only categorized incidents Priority 1 – Critical as defined in.

SCHEDULE C – FORM OF PROPOSAL

**RFP Project Title: FACILITY CONDITION ASSESSMENTS AND ASSET MANAGEMENT/
CAPITAL PLANNING SYSTEM**

RFP Reference No.: 1220-030-2019-050

Legal Name of Proponent:

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

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

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

E-mail 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 Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

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

- Schedule C-1 – Statement of Departures;
- Schedule C-2 – Proponent’s Experience, Reputation and Resources;
- Schedule C-3 – Proponent’s Proposed Solution;
- Schedule C-3-1 – Facility Condition Assessments and Asset Management/ Capital Planning System Requirements Response
- Schedule C-4 – Proponent’s Example Implementation Schedule; and
- Schedule C-5 – Proponent’s Financial Proposal:

Schedule C-5-1 – Financial Worksheet (Cloud Computing).

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

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

This Proposal is submitted this ____ day of _____, 20__.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

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

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 Contract as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Consultant's Solution is subject to GST, the Consultant's GST Number is _____; and
- (f) If the Consultant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

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

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

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

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

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

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

- (i) Provide a brief description of the Proponent's current business;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent should describe their capability, capacity and plans for developing and supporting the deliverables, as well as describe contingency plans if the primary plan is not able to meet the project needs;
- (v) Using a format similar to the following, provide a summary of similar relevant contracts entered into by the Proponent in which the Proponent performed services comparable to the Services, including the jurisdiction the contract performed, the contract value, the date of performance. The City's preference is to have a minimum of three references.

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

- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should identify key personnel and their roles and responsibilities for all phases of the project. The Proponent should submit resumes and also a short narrative description of relevant experience for all proposed key personnel, for example:

- Account Manager
- Project Manager
- Design, Development and Implementation Manager
- Testing Manager
- Technical Architect

Name: _____

Responsibility: _____

Experience: _____

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

Subcontractor Name: _____

Subcontractor Services: _____

Experience: _____

SCHEDULE C-3 - PROPONENT'S PROPOSED SOLUTION

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

- (i) **Executive Summary:** Proponent should provide a brief narrative (preferably not to exceed 2 pages) that illustrates an understanding of the City's requirements and Services and describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include financial information;
- (ii) A general description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) **Value Add:** The Proponent should provide a description of value-added, innovative ideas and unique services that the Proponent can offer to implement the City's requirements relevant to the scope of services described in this RFP; and
- (iv) Proponent should provide in detail how its proposed Solution meets the Facility Condition Assessments and Asset Management/ Capital Planning System Requirements. Please complete **Facility Condition Assessments and Asset Management/ Capital Planning System Requirements Response, Schedule C-3-1.**

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

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

Logon ID surreybid

Password: Welcome

Locate Folder 1220-030-2019-050

SCHEDULE C-4 - PROPONENT'S EXAMPLE IMPLEMENTATION SCHEDULE

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Contractor must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to provide the Facility Condition Assessments and Asset Management/ Capital Planning System and perform the Services within the time specified.

As a minimum, the Proponent's Example Implementation Schedule should be in sufficient detail to specify the work breakdown structure for all tasks, deliverables as set out in Schedule A.

Proponent should indicate:

- Deliverable Work Product
- Service Start Date
- Work Product Delivery Date
- City Review Period (showing start and completion dates)

Deliverables	Service Start Date	Work Product Delivery Date	City Review Period	
			Start Date	Completed Date
	-	-	-	-

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

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

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

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

Hostname: <https://mft.surrey.ca>
Logon ID: surreybid
Password: Welcome

Locate Folder: 1220-030-2019-050

2. Additional Expenses:

The proposed Contract attached as Schedule B to the RFP provides that expenses are to be included within the fee. Please indicate any expenses that would be payable in addition to the proposed fee set out above:

3. Payment Terms:

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

ATTACHMENT 1 – PRIVACY PROTECTION SCHEDULE

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

This Schedule forms part of the agreement between CITY OF SURREY (the "Public Body") and _____ (the "Contractor") respecting Request for Proposals #1220-030-2019-050 – Facility Condition Assessments and Asset Management/ Capital Planning System (the "Agreement").

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information

management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

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

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

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

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

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

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

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

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

ATTACHMENT 2 – CONFIDENTIALITY AGREEMENT

This Schedule forms part of the agreement between CITY OF SURREY (the "Public Body") and _____ (the "Contractor") respecting Facility Condition Assessments and Asset Management/ Capital Planning System, Request For Proposals #1220-030-2019-050 (the "Agreement").

WHEREAS:

- A. The Contractor and the City acknowledge that the process of the Contractor having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Agreement "Confidential Information" means any information, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B. The Contractor has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

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

1. The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.
2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor's directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Contractor utilizes to protect its own confidential information of a similar nature.
5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
7. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City.

8. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Contractor acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Contractor the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor's dealings or engagement with the City.
12. The Contractor represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

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

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail Address: _____

(Signature of Authorized Signatory)

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

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail Address: _____

(Signature of Authorized Signatory)