REQUEST FOR PROPOSALS

Title: **Workforce Management Software**

Reference No.: 1220-031-2021-002

FOR THE ACQUISITION OF INFORMATION TECHNOLOGY SOLUTIONS

(General Services)

Issue Date: May 13, 2021

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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 a Surrey Police Service (SPS) Workforce Management Software (as defined in section 1.3) in order to manage the SPS workforce including both officers and civilian staff.

The purpose of this request for proposals (the "**RFP**") is to solicit competitive proposals for the most appropriate Surrey Police Service (SPS) Workforce Management Software 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 Project Background

Surrey is entering an exciting phase in its growth, and like other large cities in Canada it is building its own local police service, accountable to a locally appointed Police Board. The journey to establish an independent local police service began in 2018 and culminated in the motion of the Surrey Police Board at its inaugural meeting on August 6, 2020 to create the Surrey Police Service. The City has worked to put in place the necessary people and infrastructure and has now established the Surrey Police Service (SPS). With officer recruitment and training now in progress, SPS is seeking an experienced and capable Proponent to provision, implement, and support **SPS Workforce Management Software** solution. SPS anticipates utilizing the proposed solution to address processes associated with scheduling and managing staffing including roster development, over time management, and call out notification.

1.3 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–1 (if proposing an on-premise Solution) or Schedule B–2 (if proposing a cloud computing Solution);

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

"**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;

"**Solution**" means a Surrey Police Service (SPS) Workforce Management Software and all related implementation services;

"**Statement of Departures**" means Schedule C-1 to the form of Proposal attached as Schedule C; and

"**Surrey Police Service (SPS) Workforce Management Software**" means either an on-premise Surrey Police Service (SPS) Workforce Management Software or a cloud computing Surrey Police Service (SPS) Workforce Management Software that is capable of performing the Services.

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	May 13, 2021
Information Meeting	May 25, 2021
Closing Time	June 14, 2021
Evaluation of Proposals	June 30, 2021

Interviews/Demonstrations dates for Preferred Proponents only (if any)	July 2021
Finalization of the Contract	August 2021
Expected "Go Live" Date	October 1, 2021

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

2.2 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time

Date: June 14, 2021

(the "Closing Time").

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

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

2.3 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: May 25, 2021

Where: Video/Phone Conference – Microsoft Teams Meeting

Time: 1:00 p.m. (PST)

Proponents interested in attending the Information Meeting should send an e-mail to purchasing@surrey.ca to indicate their intent to attend the Information Meeting. The City will reply to all interested Proponents with Microsoft Teams login link.

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
Business E-mail:	purchasing@surrey.ca
Reference:	1220-031-2021-002

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.7. 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 –1 and Schedule B –2)

The Contracts that have been adopted by the City for technology projects are included in this RFP solicitation: as **Schedule B-1 (for on-premise implementations), and as Schedule B-2 (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 one of the attached Contracts. The Proponents failure to execute a Contract substantially the same as one of the attached Contracts 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.

The terms and conditions set out in the Contracts are deemed to be accepted by the Proponent and incorporated into its Proposal except to the extent expressly excluded, supplemented, replaced or identified in a Proponent's Proposal (refer to Schedule C-1 – Statement of Departures). Proponents should provide reasons for any changes proposed. Proponent departures may, at the sole discretion of the City, be grounds for disqualification from further consideration in award of a contract.

If a Proposal contemplates an on-premise implementation, the City anticipates executing three agreements:

(1) the Contract (the preferred form of which is attached as Schedule B-1 to this RFP), which will cover the Proponent's provision of professional services;
(2) a Software License Agreement ("License Agreement"); and
(3) a Maintenance and Support Agreement ("Support Agreement").

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 – Surrey Police Service (SPS) Workforce Management Software 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; and

(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 remotely via Microsoft Teams, 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 Surrey Police Service (SPS) Workforce Management Software 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 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 Surrey Police Service (SPS) Workforce Management Software 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 remotely via Microsoft Teams on the date and time to be determined and advised by the City.

(d) The City will schedule a Microsoft Teams meeting 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.

(e) The Surrey Police Service (SPS) Workforce Management Software 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.

3.3 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 the Surrey Police Service (SPS) Workforce Management Software satisfies the Surrey Police Service (SPS) Workforce Management Software **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 Surrey Police Service (SPS) Workforce Management Software Shortlisted Proponents are encouraged to highlight and discuss the unique aspects of the proposed Surrey Police Service (SPS) Workforce Management Software and how their proposed Solution would benefit the City.

3.4 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	June 2021
Commencement of Demonstrations – Shortlisted Proponents Only	June/July 2021
Shortlist Demonstrations Completed	June/July 2021
Selection of Preferred Proponent	July/August 2021
Expected "Go Live" Date	October 1, 2021

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

4. PROPOSAL SUBMISSION FORM AND CONTENTS

4.1 Form of Proposal

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

If a Proponent wishes to offer both an on-premise Solution and a cloud computing Solution, the Proponent may do so in a single Proposal.

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.

4.2 Signature

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

(a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

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 Surrey Police Service (SPS) Workforce Management Software 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 Surrey Police Service (SPS) Workforce Management Software 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 and C-5-2.

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 or Schedule C-5-2 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: SURREY POLICE SERVICE (SPS) WORKFORCE MANAGEMENT SOFTWARE

1. SCOPE OF SERVICES

Surrey Police Service (SPS) is seeking an experienced and capable Proponent to provision, implement, and support a **Policing Workforce Management Software** solution. SPS anticipates utilizing the proposed solution to address processes associated with scheduling and managing staffing including but not limited to roster development, over time management, and call out notification.

SPS requires a policing workforce management software solution to manage and schedule SPS employees and assets for approximately 1150 employees, working 24 hours a day / 7 days a week / 365 days a year. SPS plans to deploy the solution for 500 employees in year 1, 300 more employees in year 2, and 350 more employees in year 3. The scope for this RFP is for the products and services required, including application software, configuration, implementation, testing and training as well as ongoing maintenance and support. If multiple solutions are required, Proposals with proponent partnerships are invited, as necessary, to meet the organization's goal to provide exemplary service to our citizens.

The following are high level business needs of the SPS workforce management software system. This list of requirements is not exhaustive, rather a representation of SPS's general needs. They are not in order of importance. Please consider these when preparing your response.

<u>Labour Scheduling & Forecasting</u>

- SPS will need to create, maintain and deliver labour schedules to employees. Create effective labour schedules by optimizing work schedules and employee hours, while taking into consideration several complex union agreement rules and regulations, service levels, training requirements, qualification requirements, seniority, positions/roles and availability.

- Various roles will require the ability to perform one or more of the following functions: view, create, maintain and/or report information in the solution to assist with the completion and operationalization of employee labour schedules. Users require access to a central location to maintain the data required to produce labour schedules.

- The police service will be spread across a large geographic area with many locations and departments functioning 24/7. Therefore, having up to date, accurate information readily available in different methods (desktop & mobile) is essential.

- Flexibility to access and distribute labour scheduling information using all methods possible for maximum circulation and optimal response times when seeking to fill vacancies in the schedule.

- Track skills, training, and certification for staff to allow schedulers to ensure all certifications are current when scheduling staff for assignments.

- Optimizing the distribution of talent among departments and to fill vacant positions on the schedule with qualified personnel for the position within their geographic area and/or from other departments.

Leave & Availability Management

- SPS will need to automate the leave request approval/rejection processes. Resulting in providing organization wide visibility into the span of leaves across a team, resource group, division, or department. In addition, it will:
    - Facilitate the call-in process associated with filling the resulting vacancy
    - Manage attendance, overtime, time-off approval, shift trade workflows

- Automate overtime call-out based on seniority and compliance with union rules.

- Manage scheduled court appearances to prevent conflicts in schedules and reduce overtime while ensuring that all minimum staffing levels are still met.

- Identify appropriately skilled employees to fill vacant shifts.

System Integration

- SPS is seeking to minimize time spent manually performing payroll activities, therefore the system should be able to:
    - Export absence schedules for coordinating with other government entities for court appearance scheduling
    - Ability to manage several different pay rates, role changes and overtime rules and develop timesheets to capture and send actual time worked into the payroll system, Oracle's PeopleSoft Human Capital Management system

- SPS is seeking to be able to schedule work for equipment and people that originate in different source systems.

Reporting

- SPS will require the use of scheduling and attendance data to make important scheduling and forecasting decisions. Access data to make decisions at the individual, department and organization staffing levels pertaining to employee availability, attendance reporting, resource requirements, unplanned absences and overtime.

2. REQUIREMENTS

The requirements for this RFP are divisible into four general categories: functional requirements, technical requirements, security requirements, and service level & support requirements (the "Surrey Police Service (SPS) Workforce Management Software **Requirements**"), all as described and embedded in Schedule A-1**.** The security

requirements are further divisible into general, web application, mobile application, and cloud.

Proponents' Proposals will be evaluated based upon the suitability of their proposed Solution(s) in relation to the Surrey Police Service (SPS) Workforce Management Software Requirements. The functional requirements generally list the City's desired/preferred or required general Surrey Police Service (SPS) Workforce Management Software functionality. The technical requirements list the City's desired or required general Surrey Police Service (SPS) Workforce Management Software 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. The service level and support requirements set out the City's desired or required general SPS Workforce Management Software system vendor support and availability for the solution provided.

As part of their Proposal, Proponents should submit Schedule C-3-1 Workforce Management Software 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 Workforce Management Software Requirements are identified as mandatory, and must be met for the Proponent's Solution to be considered**.

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 Workforce Management Software Requirements Response (Sch. C-3-1).

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SCHEDULE A-1 – WORKFORCE MANAGEMENT SOFTWARE REQUIREMENTS

For greater certainty, the requirements listed in **Schedule A-1 - Workforce Management Software Requirements)** and Schedule C-3-1 - Workforce Management Software 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.

The functional and technical requirements for the Services set out below are for both cloud and on-premise solutions.

Functional Requirements

Req. #	Requirement	Category	Level of Need
1.0	The system should provide a flexible, at-a-glance indication of staffing levels and the ability to search for and import a suitable member to fill a shortfall.	Scheduling & Forecasting	Preferred
1.1	The system should provide the ability to collect and analyze past scheduling and seasonal patterns to enable better staffing decisions.	Scheduling & Forecasting	Preferred
1.2	The system should notify employee regarding any schedule change, shift assignment etc. via a variety of communication methods (text/email/app).	Scheduling & Forecasting	Preferred
1.3	The system should schedule multiple tasks, duties, and breaks of any length in a single shift. Ensure adequate coverage by skills, positions and proactively manage break and rest compliance.	Scheduling & Forecasting	Preferred
1.4	The system should accommodate several employee shift templates for assignment: -7/10/12 hour shifts -9 day fortnight schedules -Any rotation type -Day/night switch -Regular working schedules	Scheduling & Forecasting	Preferred
1.5	The system should offer a flexible schedule generation process that will generate schedules automatically or manually for any period of time and for multiple employees.	Scheduling & Forecasting	Preferred
1.6	The system should allow authorized users to overwrite auto-generated schedules to accommodate employee schedule changes such as sick leaves, training, call out, events, court attendance.	Scheduling & Forecasting	Preferred
1.7	The system should record time entry details specific to the role, shift, event to accommodate positive and exception reporting for payroll.	Scheduling & Forecasting	Preferred

1.8	The system should allow temporary re-assignments and on-loan transfers for employee that are required to fill vacancies in unit outside of their home unit.	Scheduling & Forecasting	Preferred
1.9	The system should allow scheduling decisions based on different criteria such as seniority of the members, special skills, amount of overtime worked, etc. The system should provide the ability to include or exclude members based on these filters when maintaining the schedules.	Scheduling & Forecasting	Preferred
1.10	The system should prevent scheduling changes where it will breach union rules.	Scheduling & Forecasting	Preferred
1.11	The system should be able to customizable rules based on several different union agreements.	Scheduling & Forecasting	Preferred
1.12	The system should provide the ability to add notes to the schedules.	Scheduling & Forecasting	Preferred
1.13	The system should check if employee has not planned vacation by defined period	Scheduling & Forecasting	Preferred
1.14	The system should allow timekeeper to view, edit and authorize daily time worked and non- worked hours for all employees in the pay period.	Scheduling & Forecasting	Preferred
1.15	The system should allow supervisor or manager to view, edit and authorize daily time for worked hours for employees in the pay period.	Scheduling & Forecasting	Preferred
1.16	The system should notify user when minimum staffing levels not being met and requires a decision or action.	Scheduling & Forecasting	Preferred
1.17	The system should allow flexibility to access and distribute labour scheduling information using all methods possible for maximum circulation and optimal response times when seeking to fill vacancies in the schedule.	Scheduling & Forecasting	Preferred
1.18	The system should provide "cost modeling" and "what if" scenarios to assist in evaluating, validating, and planning different types of rotations.	Scheduling & Forecasting	Preferred
1.19	Ability to indicate staff as scheduled but unavailable to perform regular duty and whether a relief is Preferred.	Scheduling & Forecasting	Preferred
1.20	Ability to identify which staff is available to work which shift based on business rules.	Scheduling & Forecasting	Preferred

1.21	Ability to identify which employees are available to work which shifts and at which rate.	Scheduling & Forecasting	Preferred
1.22	Ability to flag whether there are gaps between qualification of relief employee and qualification specified for the shift.	Scheduling & Forecasting	Preferred
1.23	Ability to define minimum staffing levels based on user criteria.	Scheduling & Forecasting	Preferred
1.24	Ability to auto-create schedules.	Scheduling & Forecasting	Preferred
1.25	Ability to define core hours as it pertains to minimum staffing coverage.	Scheduling & Forecasting	Preferred
2.0	The system should allow the ability to track all absence types. (sick time, family time and other leaves of absences).	Leave & Availability Management	Preferred
2.1	The system should allow the employees to submit a time off request electronically.	Leave & Availability Management	Preferred
2.2	The system should notify authorized users when new time off requests are submitted.	Leave & Availability Management	Preferred
2.3	The system should prioritize vacation requests based on seniority or by collective agreement.	Leave & Availability Management	Preferred
2.4	Authorized users should have the ability to evaluate the leave request, and have the option to accept, decline, delete, or split the requested days.	Leave & Availability Management	Preferred
2.5	Authorized users should be notified if accepting the request results in below minimum staffing level, court appearance conflicts or during black out days.	Leave & Availability Management	Preferred
2.6	The system should send notification to the requester once the authorized user has evaluated the leave request.	Leave & Availability Management	Preferred
2.7	The system should allow the ability to set black out periods, restricting the access to request leave during this period	Leave & Availability Management	Preferred

2.8	If request approved, the system should update employee's schedule for those dates and times and allocate appropriate pay code (time bank) to the shift.	Leave & Availability Management	Preferred
2.9	Ability to record and leverage employee preferences regarding availability, shifts, locations and roles they prefer to fill.	Leave & Availability Management	Desired
2.10	Ability to receive and track eligible staff responses to vacancy fill requests in an automated and organized fashion, subject to eligibility rules and availability.	Leave & Availability Management	Desired
3.0	The system should allow posting unlimited number of open shifts for bidding with varying reasons such as, extra detail, special assignment, or just need shift coverage.	Shift Bidding/Call Out	Preferred
3.1	The system should develop list of staff for call out to fill overtime vacancies based to union rules, rank, seniority, qualifications, certification, hours of O/T already accumulated.	Shift Bidding/Call Out	Preferred
3.2	The system should allow customizable rules to determine appropriate call-outs and/or availability lists (e.g. staff must have a minimum of 8 hours between shifts).	Shift Bidding/Call Out	Preferred
3.3	The system should allow customizable rules for the type of shift posted. (e.g. post shift to only staff with a determined skill set).	Shift Bidding/Call Out	Preferred
3.4	The system should send notification to scheduler when below minimum staffing requirements are not met, creating open shift for bidding.	Shift Bidding/Call Out	Preferred
3.5	The system should send an alert to employee group qualified to advise of shift posted.	Shift Bidding/Call Out	Preferred
3.6	The system should allow employees to view and bid on available shifts from a variety of means (mobile, website etc.).	Shift Bidding/Call Out	Preferred
3.7	The system should connect with automatic call out system and perform call outs using system generated qualified employee list.	Shift Bidding/Call Out	Preferred
3.8	The system should allow for schedulers to review shift bids and approve or make changes as required.	Shift Bidding/Call Out	Preferred
3.9	The system should keep schedules in sync and notify staff when bid on an open shift has been accepted.	Shift Bidding/Call Out	Preferred
3.10	The system should allow mass notifications to qualified employees of shifts requiring immediate coverage.	Shift Bidding/Call Out	Preferred

3.11	Ability to perform cross-region callout in emergency.	Shift Bidding/Call Out	Preferred
4.0	The system allows to create unlimited customizable pay codes to reflect the roles performed by staff, including: - Different positions - Special Services - Step-in supervisor role pay - OT - Pay differentiation - Standby - Unpaid etc.	Timecard/Payroll	Preferred
4.1	The system should allow to set up holiday pay so employees are automatically awarded overtime when scheduled.	Timecard/Payroll	Preferred
4.2	The system should allow timesheet submission and approval workflow. Verify timesheets either with just a “verify” button or a digital signature.	Timecard/Payroll	Preferred
4.3	The system should allow for staff to clock in/ clock off to shift.	Timecard/Payroll	Preferred
4.4	The system should generate timesheets based on actual schedule worked with approval by supervisor prior to submission to Finance/Payroll for processing.	Timecard/Payroll	Preferred
5.0	The system should track skills, training, qualification and certification for each employee, these skills, training and qualifications to determine appropriate call-outs and/or availability lists.	Training & Qualification Management	Preferred
6.0	The system should allow for court clerks to Enter LENS (Law Enforcement Notification System) into system. Information captured should include: - Location of court, - Police file number, - Court case # - Date/time, Trial period	Court Scheduling	Preferred
6.1	The system should allow for court clerks to view, update, and manage master court schedule and assign officers to court appearance.	Court Scheduling	Preferred

6.2	The system should send notification to officer each time a court date appearance is added, updated or removed from their schedule.	Court Scheduling	Preferred
6.3	The system should capture employee acknowledgement of notification of the court appearance or cancellation notice.	Court Scheduling	Preferred
6.4	The system should show and track all notification sent to employee regarding court appearances.	Court Scheduling	Preferred
6.5	The system should show employee calendar view of scheduled court appearance only.	Court Scheduling	Preferred
6.6	The system should allow court clerks to track cancellation of the court appearance.	Court Scheduling	Preferred
6.7	The system should show audit trail in application for updates to court appearances.	Court Scheduling	Preferred
7.0	The system should allow for staff to clock in/ clock off to shift.	Self Serve	Preferred
7.1	The system should allow employee to see master schedule (court, training, shift etc.).	Self Serve	Preferred
7.2	The system should allow employee to submit availability and unavailability via self-serve option.	Self Serve	Preferred
7.3	The system should allow to request leave (vacation, planned or unplanned) via self-serve option.	Self Serve	Preferred
7.4	The system should allow to access leave entitlement and bank balances via self-serve option.	Self Serve	Preferred
7.5	The system should allow to submit schedule change requests via self-serve option.	Self Serve	Preferred
7.6	The system should allow to track requests approvals/denials via self-serve option.	Self Serve	Preferred
7.7	The system should allow for employees to submit timesheets for approval.	Self Serve	Preferred
7.8	The system should allow for management to receive staff requests for leave with the ability to review leave schedules (i.e. vacations, long term leave) in order to approve/reject them in a timely fashion.	Self Serve	Preferred
7.9	The system should allow employee to view and update personal information e.g. contact phone number(s) and email(s).	Self Serve	Preferred

7.10	The system should allow employee to accept or decline shift bid callouts. If a callout is declined, the reason has to be specified and sent back to the scheduler.	Self Serve	Preferred
7.11	The system should allow employee to view and print all past events related transactions, e.g. events worked or refused, schedules, hours balances, etc.	Self Serve	Preferred
7.12	Ability to submit when they are available and when they are not available to work via self-serve option.	Self Serve	Preferred
7.13	Allow employees to enter availability for overtime via self-serve option.	Self Serve	Desired
7.14	Ability for employees to be able to submit and update their availability, schedule preference, and communication method.	Self Serve	Preferred
8.0	The system should provide employees to have access through a mobile device or app to view their schedules and shift availability.	Mobile	Preferred
8.1	The system should provide employees to have access from home/any deceive to check their schedule and to submit requests.	Mobile	Preferred
9.0	The system should allow authorized users to create and maintain client event records, which keep track of descriptions, dates, times, authors, account codes and instructions for the special events.	Event Management	Preferred
9.1	The system should allow authorized users to create and maintain client records that can be used with multiple events. The system should keep track of contact information for the client, special instructions, and history of the events.	Event Management	Preferred
9.2	The system should provide the ability resource events and use the shift bidding functionality.	Event Management	Preferred
10.0	The system should allow authorized end users to create/save queries and ad-hoc reports. Export data to various file formats such as PDF, Word, Excel, HTML. (e.g. Vacation time reporting, attendance management reporting, resourcing planning reporting).	Reporting	Preferred
10.1	The system should provide the ability to automatically generate reports to be run and emailed to specific users at specific times.	Reporting	Preferred

10.2	Ability to export reports to MS Excel, MS Word	Reporting	Preferred
11.0	The system should manage employee profiles with the following employee information: * Name * Known By (Preferred Name) * Address (Mailing and Physical) * Phone Numbers (Work and personal) * Email Addresses (personal/work) * Gender * Language/s spoken * Emergency Contact - Spouse or other contact * Spouse or Partner (first name, last name, DOB, Phone & email) * Children (names & DOB) * Sworn Member badge number, Employee PIN * Payroll ID * Birth Date * Hire Date * Status (i.e. Active etc.) * Pay Rate * Supervisors, Subordinates * Position titles * Rank * Employee Type (e.g.: Sworn member, civilian, employee PIN, exempt group, volunteer) (Relevant to contract business rules) * Option to identify if secondment/assignment * Medical information and alerts (immunizations - HEP C, diabetic etc.)	Employee Information	Preferred
11.1	Ability to restrict access to appropriate roles to update and access the address book	Employee Information	Preferred
11.2	The system should provide the ability to assign ranks (titles) and attributes, such as skills, traits, competencies, etc. to the members' records.	Employee Information	Preferred
12.0	The system should integrate with PeopleSoft for pay processing and to sync relevant HR information (such as rank etc.)	Integration	Preferred
12.1	The system should integrate with learning management system to update employee certification and qualifications	Integration	Preferred
12.2	The system should integrate with Wisetrack for equipment availability (operational vs. out of service)	Integration	Preferred

12.3	Proponents should indicate which source systems they can integrate with	Integration	Preferred
13.0	The system should allow role based access limiting functionality and privileges based on different security settings.	System Access	Preferred
14.0	The system should accommodate information only views including: - Dashboards by role - Schedule by Department - Schedule by Team - Year, Month, Week, Day - Search - Special events - Restricted Blocks - Court Days - View one year out - View 2-3 years out - Planned call outs - Time off for any reason - any other customizable views based on roles.	Calendar View	Preferred
15.0	Ability to differentiate between hard rules (which do not allow overrides), and soft constraints (which can simply warn the user or make a request for an override by a properly designated user)	General	Preferred
15.1	When rules are overridden, log the details of the rule and the user who performed the override	General	Preferred
15.2	The ability to assign business rule priority	General	Preferred
15.3	Ability for managers to utilize qualified non-directs reports to fill a vacancy	General	Preferred
15.4	Ability to actively (in real time) maintain proficiency levels to determine whether an employee, or their relief, can work independently or need to partner up with someone who has experience	General	Preferred
15.5	Ability to specify qualification and skillset Preferred for a specific shift or block of shift	General	Preferred
15.6	Ability to identify employees with multiple skillsets	General	Desired
15.7	Ability for the manager to define alternate approver when not available	General	Preferred
15.8	Ability to route request based on situation and date	General	Preferred
15.9	Ability to auto-route based on given rules and present workflow	General	Preferred

Technical Requirements

Req #	Requirement	Elaboration	Category	Level of Need
1	"Cloud Service Provider Security Certifications (if certification provided which elements are included in the certification that the vendor does not need to respond to)"	"The solution must provide adequate controls to safeguard applicant information as suggested by ITSG-33. It is preferred that vendors have received at least one of the following industry third-party certifications: • Cloud Security Alliance (CSA) Security, Trust and Assurance Registry (STAR) Level 2; • International Organization for Standardization (ISO) 27001; • Payment Card Industry (PCI) Data Security Standard (DSS); or • Service Organization Controls (SOC) Type II Vendors may be asked to provide supporting documents, for example: A High-Level Security Design, incl. - component diagrams showing the overall architecture; - descriptions of network zone perimeter defences; - the approach to data segregation; and - the approach for the disposal and sanitization of Canada's data."	Cloud	Preferred
2	All **Infrastructure** processing data and **Data** must be only located in Canada.	Compliance with Federal & BC Privacy Legislation (Freedom of Information and Protection of Privacy Act)	BC Government Legislation	Mandatory
3	Service must provide geographic redundancy restricted to Canada.	Compliance with Federal & BC Privacy Legislation (Freedom of Information and Protection of Privacy Act)	BC Government Legislation	Mandatory
4	For a Cloud Solution, SPS should have dedicated infrastructure / servers. Key components should not be shared with other customers.	Provide a description of the level of separation the components and data have with other customers.	Architecture	Preferred

5	For an On-Premise Solution, multiple separate environments will be needed for the Application.	The SPS has a number of uses for two or three application environment. Generally these are Production, Test and Development. These are used for, testing application patches, testing configuration changes, testing security patches, user acceptance of new functionality, isolated faultfinding analysis, user training, other application integration testing i.e. when PeopleSoft integration component changes or when the scheduling application integration component changes etc.	Architecture	Preferred
6	For Cloud Solution, multiple separate environments will be needed for the Application.	The SPS has a number of uses for a two or three application environments in the Cloud. Generally these are Production, Test and Development. These are used for testing configuration changes, user acceptance of new functionality, isolated faultfinding analysis, user training, other application integration testing i.e. when PeopleSoft integration component changes or when the scheduling application integration component changes etc.	Architecture	Preferred
7	Applications release major and minor version changes on a scheduled and regular basis.	"The information helps the SPS evaluate how many major changes to schedule in a yearly period. The SPS needs to secure resources to focus on the upgrade. Please describe the typical release frequency if there is a schedule.	Deployment	Desired
8	"In a Cloud Solution, the SPS should be able to delay or opt-out of application releases that change the user interface or user functionality separately to other customers.	Any dramatic changes to a large user base (3500 - 4000 users) can cause user stress and difficulty making the need for extra training to be setup for the transition. Some changes may not be desired either.	Deployment	Desired
9	For an On-premise solution the scheduling application must work on Windows Servers running on VMWare virtual platform	If not Windows provide server operating system and version that is needed.	Compatibility	Preferred
10	For on-premise Solution, the scheduling application should use MS-SQL for it's database.	The SPS currently uses Oracle 12.2 and MS-SQL 2016 databases.	Compatibility	Preferred

11	The scheduling application must support current Industry standard Internet Browsers.	A numbers of users may be using devices at their home with a varied number of different browsers. For SPS endpoints we deploy Edge, and for smartphones and tablets, users use Safari.	Compatibility	Preferred
12	The scheduling application must work on Windows 10 operating system.	The SPS User workstations / laptops use Windows 10	Compatibility	Preferred
13	The scheduling application must work with Office 365.	The SPS User workstations / laptops use Office 365	Compatibility	Preferred
14	For On-premise solution the scheduling application must authenticate and connect with Active Directory Identity Store with KERBEROS for Internal Users. The External (Internet) Users must authenticate via the Azure AD Application Proxy passing through to the Scheduling Application. Please indicate if the vendor has implemented with "Azure AD Application Proxy" before. If the vendor does not support "Azure AD Application Proxy" please give details on what is supported to connect Internet Users to the application.	Active Directory is the On-premise Identity Store. Azure Active Directory Application Proxy is the preferred way to publish Internal Web Applications to the Web.	Compatibility	Preferred

15	For Cloud solution, the scheduling application must authenticate and connect with Azure AD (Active Directory) Cloud Identity Store for Internal Users and External Internet Users. The SPS has no Internet connectivity to LDAP, Secure LDAP or ADFS. Please indicate if the vendor has implemented with Azure AD before. If the vendor does not support Azure AD please give details on what is supported.	The vendor must be clear about the differences between Azure AD and ADFS / LDAP / SLDAP. SPS has Azure AD in place and many Cloud applications use it. The following link explains Azure AD. https://docs.microsoft.com/en-us/azure/active-directory/fundamentals/active-directory-whatis This requirement links to General Security Req:4001.	Compatibility	Preferred
16	The Application must work with Android and Apple smartphones / tablets.	It's expected personal devices will be mix of Apple and Android smartphones and tablets.	Compatibility	Preferred
17	The application should support Users with non-smartphones and Smartphones without cellular data plans. Please give details on what technology would be used. i.e. SMS Text To/From the Application, Automated Voice response with IVR menu etc.	It's expected that some Users will use a non-smartphone phone. (phones with just Call and SMS texting capability).	User device	Preferred

18	Any sensitive or personal identified data stored on the user's device must be encrypted by the application or there must be a mechanism available to stop the data in question being sent to the user's device.	A number of devices remotely accessing the scheduling application will be outside the control of the SPS as they are personal devices. SPS cannot ask the users to setup device encryption to protect data that the application or browser has left unprotected.	User device	Mandatory
19	For Workstation / Desktop users the Scheduling Application must be Web-based for Users and Administrators. If it is not web-based please give details.	SPS wants to keep to application web-based clients instead of deployable clients.	Application	Preferred
20	The Application should be able to send out emails out to Users please give detail on what service is used and how it is integrated for On-premise and Cloud solutions.	Application connectivity.	Application	Preferred
21	For SMS Text messages, the Scheduling Application should log messages sent / received and delivery report		Application	Desired
22	If the scheduling application solution is Cloud, it must be able to export the SPS's data.	The SPS would like to export all of it's data on an ad-hoc basis. The SPS would also like a Schema Definition and a Data Dictionary.	Database	Preferred
23	The ability for the SPS to export SPS Data, either in piecemeal or in entirety, entirely at the SPS's discretion at no cost to the SPS.		Cloud	Mandatory

24	Should provide programmatic access to the data.	Describe how this is done.	Cloud	Preferred
25	The ability for SPS to configure the default data retention policy.	The application data archival / backup.	Database	Preferred
26	For On-Premise solution, the Scheduling application must integrate with the SPS' **On-Premise** HR application to retrieve and send data.	The Scheduling application will need to receive Employee details from PeopleSoft. PeopleSoft is the MASTER Data Source for Employees and Payroll at SPS. The Scheduling application will need to send worked-time details to PeopleSoft. The current HR application is Oracle Peoplesoft version 9.2 with modules, HCM, North American Payroll, Time & Labour and Recruiting Solutions.	Integration	Preferred
27	For a Cloud solution, the Scheduling application must integrate with the SPS' **On-Premise** HR application to receive and send data.	The Scheduling application will need to receive Employee details from the on-premise PeopleSoft over the Internet. PeopleSoft is the MASTER Data Source for Employees and Payroll at the SPS. The Scheduling application will need to send worked-time details to PeopleSoft. The current HR application is Oracle Peoplesoft version 9.2 with modules, HCM, North American Payroll, Time & Labour and Recruiting Solutions.	Integration	Preferred
28	The Scheduling Application must be able to import data from other database or spreadsheet files (such as Access database, Excel, CSV) with the ability to define data structure mapping to fields.	SPS uses Office365 for Access Database and Excel.	Integration	Preferred
29	Should provide programmatic access to the SPS data.	The ability to trigger API calls based on events	Integration	Desired
30	If the Scheduling Application publishes APIs to the SPS Applications or Calls API's are made from SPS Applications, the APIs should be REST.	The SPS's preference is REST. Documentation helps the SPS to consider future Application use. Published API documentation.	Integration	Preferred

General Security Requirements

Access Control			
Req. #	**Category**	**Requirement**	**Level of Need**
1	User Authentication / Secure Login	System access must be controlled by a secure login procedure the authenticates a users identity.	Mandatory
2	Active Directory Integration	The system must be able to leverage the SPS's Identity Directory (Active Directory) for user identity and authentication. This can be achieved either directly via Windows Integrated Authentication (Kerberos) or indirectly via support for SSO technologies (OpenID, OAuth, SAML, etc.) or secure LDAP.	Mandatory
3	Roles Based Access / Authorization	The system must support roles based (or group based) access control.	Mandatory
4	Password Management	The system must support enforcing the SPS's password policy. Ideally, the system can integrate with Active Directory and leverage Kerberos for authentication.	Mandatory
5	Multi-Factor Authentication (MFA)	The system should support the use of the SPS's Multi-Factor authentication solution (AzureAD MFA) for access from untrusted locations.	Preferred
6	User Access Provisioning	The system should support automatic user provisioning/de-provisioning. Note: This requirement can be ignored if AD integration is possible.	Preferred
7	Privileged Account Management	The system should support integration with leading Privileged Identity Management solutions.	Desired
8	Password Encryption	Any passwords stored in the database, the application, or configuration files must be encrypted.	Mandatory
Encryption			
Req. #	**Control Area**	**Requirement**	**Level of Need**
9	Encryption of Data in Transit	The system must support the encryption of City data while in transit.	Mandatory if Cloud, otherwise Preferred
10	Encryption of Data at Rest	The system must support the encryption of City data while at rest.	Mandatory if Cloud, otherwise Preferred

11	Encryption Protocols	The system supports a minimum of 128-bit AES encryption using TLS 1.2 or higher for transit encryption and 256-bit AES encryption at rest. Encryption of authentication information (passwords, security questions, etc.) should use AES 128-bit encryption or SHA-2 + salt one way hashing.	Preferred
Auditing and Logging			
Req. #	**Control Area**	**Requirement**	**Level of Need**
12	Security Event Logging	All security events for the system must be logged for the purpose of performing breach investigations. At a minimum, log events must be created for the following events: failed logon attempts, failed data access attempts, and system configuration changes. Log entries must include (at a minimum): UserID, Type of Event, Date/Time of Event). The system must support integration into a Security Incident and Event Management system.	Mandatory
13	Log Protection	Access to log files should be controlled and only given to those specifically authorized (system admin, security admin, etc.). Log file should be protected from modification and deletion.	Preferred
14	Auditing	Systems must have the ability to produce an audit of a user's interaction with that data (viewing, modifying or deleting) in addition to producing an audit report for the security logs.	Mandatory
Vulnerability Management			
Req. #	**Control Area**	**Requirement**	**Level of Need**
15	Patch Management	System should allow for automated patch management. At the very least, security patches should be tested and then applied (automatically or manually) as soon as they are available from the vendor.	Preferred
16	Malware protection	All systems should be able to function alongside the SPS's standard Trend Miro Office Scan antivirus (this includes clients, servers, and databases). If scanning exclusions are required, they should be limited as much as possible.	Preferred

Vendor Personnel Clearance			
17	Security Clearance	If the Vendor is required to be on-site either during implementation or for post-implementation support then the vendor will be required to obtain reliability status clearance.: Gov't of Canada / RCMP reliability status clearance. 5 year background information 1. verification of identity and background https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Identity_and_background_verification 2. verification of educational and professional credentials https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Educational_and_professional_credential 3. Personal and professional references https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Personal_professional_reference_checks 4. Financial inquiry (credit check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Financial_inquiry 5. Law enforcement inquiry (criminal record check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Law_enforcement_inquiry	Mandatory
18	Security Clearance	During system Implementation (includes setup, configuration, and testing) if the vendor is handling any police information or data specific to any current or real SPS officer or civilian then the vendor personnel will require a valid: Gov't of Canada / RCMP reliability status clearance. 5 year background information 1. verification of identity and background https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Identity_and_background_verification 2. verification of educational and professional credentials https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Educational_and_professional_credential 3. Personal and professional references https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Personal_professional_reference_checks 4. Financial inquiry (credit check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Financial_inquiry 5. Law enforcement inquiry (criminal record check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Law_enforcement_inquiry	Mandatory

19	Security Clearance	For any ongoing post implementation support if the vendor is handling any police information or data specific to any current or real SPS officer or civilian then the vendor personnel will require a valid: Gov't of Canada / RCMP enhanced reliability status 1. Law enforcement inquiry (criminal record check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Law_enforcement_inquiry 2. Security questionnaire and/or security interview https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Security_questionnaire https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Security_interview 3. Open source inquiry https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Open_source_inquiry	Mandatory

Vulnerability Management			
Req. #	**Control Area**	**Requirement**	**Level of Need**
15	Patch Management	System should allow for automated patch management. At the very least, security patches should be tested and then applied (automatically or manually) as soon as they are available from the vendor.	Preferred
16	Malware protection	All systems should be able to function alongside the SPS's standard Trend Miro Office Scan antivirus (this includes clients, servers, and databases). If scanning exclusions are required, they should be limited as much as possible.	Preferred
Vendor Personnel Clearance			
Req. #	**Control Area**	**Requirement**	**Level of Need**
17	Security Clearance	If the Vendor is required to be on-site either during implementation or for post-implementation support then the vendor will be required to obtain reliability status clearance.: Gov't of Canada / RCMP reliability status clearance. 5 year background information 1. verification of identity and background https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Identity_and_background_verification 2. verification of educational and professional credentials https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Educational_and_professional_credential 3. Personal and professional references https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Personal_professional_reference_checks 4. Financial inquiry (credit check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Financial_inquiry 5. Law enforcement inquiry (criminal record check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Law_enforcement_inquiry	Mandatory

18	Security Clearance	During system Implementation (includes setup, configuration, and testing) if the vendor is handling any police information or data specific to any current or real SPS officer or civilian then the vendor personnel will require a valid: Gov't of Canada / RCMP reliability status clearance. 5 year background information 1. verification of identity and background https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Identity_and_background_verification 2. verification of educational and professional credentials https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Educational_and_professional_credential 3. Personal and professional references https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Personal_professional_reference_checks 4. Financial inquiry (credit check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Financial_inquiry 5. Law enforcement inquiry (criminal record check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Law_enforcement_inquiry	Mandatory
19	Security Clearance	For any ongoing post implementation support if the vendor is handling any police information or data specific to any current or real SPS officer or civilian then the vendor personnel will require a valid: Gov't of Canada / RCMP enhanced reliability status 1. Law enforcement inquiry (criminal record check) https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Law_enforcement_inquiry 2. Security questionnaire and/or security interview https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Security_questionnaire https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Security_interview 3. Open source inquiry https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115&section=html#Open_source_inquiry	Mandatory

Web Application Security Requirements

Req. #	Category	Requirement	Level of Need
1	Web Authentication	Internally facing web application should have an authentication mechanism that uniquely identifies users and has a password policy which matches or improves upon the SPS's password policy. Externally (public) facing web based applications should provide or support strong authentication mechanisms (multi-factor authentication).	Preferred
2	Session Management	All web applications components should appropriately manage sessions to prevent session hijacking and replay. Externally facing web applications should make use of the HTTP Only flag and strict security headers.	Preferred
3	Web Access Control	All web applications components should support robust roles based access. Implementation of roles based access is required for any web application collecting, processing, accessing or storing sensitive information.	Preferred
4	Web Input Validation	All web application components should appropriately validate input. Externally facing applications should have protections in place to prevent against the OWASP top 10, and be tested for protection against these vulnerabilities/exploits: https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project	Preferred
5	Web Cryptography at Rest	All cryptographic functions performed by the web application (or web server) should be applied on the server side, and leverage the enterprise PKI (or a similar server side key management system) to manage and secure encryption keys.	Preferred
6	Web Error Handling and Logging	All web applications should fail securely, and not reveal any sensitive or application configuration information in error messages.	Preferred

7	Web Data Protection	All web applications should encrypt via HTTPS (TLS 1.2 or higher), and ensure no sensitive information is sent via a URL parameter. Sensitive data (PII, Credit Card Data, Financial and other sensitive SPS data) should never be cached client side in an unencrypted format, and should be purged after a configurable period of retention.	Preferred
8	Web Service Security	All web services must be protected according to the OWASP Web Service Security cheat sheet: https://www.owasp.org/index.php/Web_Service_Security_Cheat_Sheet	Preferred
9	API Security	API security should be key, secret and time-limited token based. If not, then please specify API security strategy.	Preferred
10	API Security	API encryption key should be rotatable on a periodic basis.	Preferred

Mobile Application Security Requirements

Req. #	Category	Requirement	Level of Need
1	Data Protection	Any sensitive data (PII, Credit Card Data, Financial and other sensitive SPS data) cached or stored on a mobile device must be encrypted by the mobile application. Ideally, AES 256-bit encryption is used, however, 128-bit AES or algorithms of similar (or greater) strength is sufficient. Transmission of any sensitive data between the mobile application and a backend server must be encrypted using TLS 1.2 or higher. Corporate applications must leverage mutual authentication as part of the encryption process (server and client certs required for nailing up a TLS session).	Mandatory
2	Mobile Access Control	Mobile applications accessing, collecting, processing or storing sensitive data (PII, Credit Card Data, Financial and other sensitive SPS data) information must uniquely identify users and secure access with a strong password (8 character minimum). These passwords must not be stored on the device in any format, (even if hashed or encrypted; however, the risk is significantly less if passwords are encrypted or hashed) or viewable in any application cache or log file. Corporate application must comply with the existing password policy, and must required some second factor for granting access (certificate, biometric, etc.).	Mandatory

3	Mobile Vulnerability Management	Mobile applications should be regularly tested for vulnerabilities, either by the vendor or an internal SPS team. Patches should be applied as soon as they are available from the vendor and tested. Anti-malware support is required when needed (apps designed to run on Android and Windows platforms).	Preferred
4	Data Protection	SPS should have the ability to configure a data deletion purge age (delete of X amount of time), and remotely wipe any corporate data on corporate or personal devices (corporate applications).	Preferred

Cloud Security Requirements

Req. #	Category	Requirement	Level of Need
1	"Application & Interface Security Customer Access Requirements"	Prior to granting a customer access to data, assets, and information systems, identified security, contractual, and regulatory requirements for customer access shall be addressed.	Mandatory
2	Audit Assurance & Compliance Independent Audits	Independent reviews and assessments shall be performed at least annually to ensure that the organization addresses nonconformities of established policies, standards, procedures, and compliance obligations.	Mandatory
3	"Business Continuity Management & Operational Resilience Business Continuity Testing"	Business continuity and security incident response plans shall be subject to testing at planned annually or upon significant organizational or environmental changes. Incident response plans shall involve impacted customers (tenant) and other business relationships that represent critical intra-supply chain business process dependencies.	Mandatory
4	Business Continuity Management & Operational Resilience Environmental Risks	Physical protection against damage from natural causes and disasters, as well as deliberate attacks, including fire, flood, atmospheric electrical discharge, solar induced geomagnetic storm, wind, earthquake, tsunami, explosion, nuclear accident, volcanic activity, biological hazard, civil unrest, mudslide, tectonic activity, and other forms of natural or man-made disaster shall be anticipated, designed, and have countermeasures applied.	Mandatory
5	"Data Security & Information Lifecycle Management Data Inventory / Flows"	Policies and procedures shall be established to inventory, document, and maintain data flows for data that is resident (permanently or temporarily) within the service's applications and infrastructure network and systems. In particular, providers shall ensure that data that is subject to geographic residency requirements not be migrated beyond its defined bounds.	Mandatory
6	"Data Security & Information Lifecycle Management Non-Production Data"	Production City data shall not be replicated or used in non-production environment without the expressed written of the City.	Mandatory
7	"Data Security & Information Lifecycle Management Secure Disposal"	Any use of City data in non-production environments requires explicit, documented approval from all customers whose data is affected, and must comply with all legal and regulatory requirements for scrubbing of sensitive data elements.	Mandatory

8	"Datacenter Security Controlled Access Points"	Physical security perimeters (e.g., fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) shall be implemented to safeguard sensitive data and information systems.	Mandatory
9	"Datacenter Security Off-Site Authorization"	Authorization must be obtained prior to relocation or transfer of hardware, software, or data to an offsite premises.	Mandatory
10	Datacenter Security - Secure Area Authorization	Ingress and egress to secure areas shall be constrained and monitored by physical access control mechanisms to ensure that only authorized personnel are allowed access.	Mandatory
11	"Datacenter Security Unauthorized Persons Entry"	Ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises shall be monitored, controlled and, if possible, isolated from data storage and processing facilities to prevent unauthorized data corruption, compromise, and loss.	Mandatory
12	"Datacenter Security User Access"	Physical access to information assets and functions by users and support personnel shall be restricted.	Mandatory
13	"Encryption & Key Management Entitlement"	Keys must have identifiable owners (binding keys to identities) and there shall be key management policies.	Mandatory
14	"Encryption & Key Management Sensitive Data Protection"	Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the use of encryption protocols for protection of sensitive data (PII, Credit Card Data, Financial and other sensitive City data) in storage (e.g., file servers, databases, and end-user workstations), data in use (memory), and data in transmission (e.g., system interfaces, over public networks, and electronic messaging) as per applicable legal, statutory, and regulatory compliance obligations.	Mandatory
15	"Governance and Risk Management Management Program"	"An Information Security Management Program (ISMP) shall be developed, documented, approved, and implemented by the Cloud Provider that includes administrative, technical, and physical safeguards to protect assets and data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The security program shall include, but not be limited to, the following areas insofar as they relate to the characteristics of the business: • Risk management • Security policy • Organization of information security • Asset management • Human resources security • Physical and environmental security • Communications and operations management • Access control • Information systems acquisition, development, and maintenance"	Mandatory

16	"Governance and Risk Management Risk Management Framework"	Risks shall be mitigated to an acceptable level. Acceptance levels based on risk criteria shall be established and documented in accordance with reasonable resolution time frames and stakeholder approval.	Mandatory
17	"Human Resources Non-Disclosure Agreements"	Requirements for non-disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details shall be identified, documented, and reviewed annually.	Mandatory
18	"Human Resources Roles / Responsibilities"	Roles and responsibilities of contractors, employees, and third-party users shall be documented as they relate to information assets and security.	Mandatory
19	"Identity & Access Management Audit Tools Access"	Access to, and use of, audit tools that interact with the organization's information systems shall be appropriately segmented and restricted to prevent compromise and misuse of log data.	Mandatory
20	"Identity & Access Management Third Party Access"	"The identification, assessment, and prioritization of risks posed by business processes requiring third-party access to the organization's information systems and data shall be followed by coordinated application of resources to minimize, monitor, and measure likelihood and impact of unauthorized or inappropriate access. Compensating controls derived from the risk analysis shall be implemented prior to provisioning access."	Mandatory
21	"Identity & Access Management User Access Authorization"	"Provisioning user access (e.g., employees, contractors, customers (tenants), business partners and/or supplier relationships) to data and organizationally-owned or managed (physical and virtual) applications, infrastructure systems, and network components shall be authorized by the organization's management prior to access being granted and appropriately restricted as per established policies and procedures. Upon request, provider shall inform customer (tenant) of this user access, especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control."	Mandatory
22	"Identity & Access Management User Access Reviews"	User access shall be authorized and revalidated for entitlement appropriateness, at planned intervals, by the organization's business leadership or other accountable business role or function supported by evidence to demonstrate the organization is adhering to the rule of least privilege based on job function. For identified access violations, remediation must follow established user access policies and procedures.	Mandatory
23	"Identity & Access Management User Access Revocation"	"Timely de-provisioning (revocation or modification) of user access to data and organizationally-owned or managed (physical and virtual) applications, infrastructure systems, and network components, shall be implemented as per established policies and procedures and based on user's change in status (e.g., termination of employment or other business relationship, job change or transfer). Upon request, provider shall inform customer (tenant) of these changes, especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control."	Mandatory

24	"Identity & Access Management Utility Programs Access"	Utility programs capable of potentially overriding system, object, network, virtual machine, and application controls shall be restricted.	Mandatory
25	"Infrastructure & Virtualization Security Audit Logging / Intrusion Detection"	"Higher levels of assurance are required for protection, retention, and lifecycle management of audit logs, adhering to applicable legal, statutory or regulatory compliance obligations and providing unique user access accountability to detect potentially suspicious network behaviors and/or file integrity anomalies, and to support forensic investigative capabilities in the event of a security breach."	Mandatory
26	"Infrastructure & Virtualization Security Change Detection"	The provider shall ensure the integrity of all virtual machine images at all times. Any changes made to virtual machine images must be logged and an alert raised regardless of their running state (e.g. dormant, off, or running). The results of a change or move of an image and the subsequent validation of the image's integrity must be immediately available to customers through electronic methods (e.g. portals or alerts).	Mandatory
27	"Infrastructure & Virtualization Security Management - Vulnerability Management"	Implementers shall ensure that the security vulnerability assessment tools or services accommodate the virtualization technologies used (e.g. virtualization aware).	Mandatory
28	"Infrastructure & Virtualization Security Network Security"	Network environments and virtual instances shall be designed and configured to restrict and monitor traffic between trusted and untrusted connections. These configurations shall be reviewed at least annually, and supported by a documented justification for use for all allowed services, protocols, and ports, and by compensating controls.	Mandatory
29	"Infrastructure & Virtualization Security OS Hardening and Base Controls"	Each operating system shall be hardened to provide only necessary ports, protocols, and services to meet business needs and have in place supporting technical controls such as: antivirus, file integrity monitoring, and logging as part of their baseline operating build standard or template.	Mandatory
30	"Infrastructure & Virtualization Security Production / Non-Production Environments"	Production and non-production environments shall be separated to prevent unauthorized access or changes to information assets. Separation of the environments may include: stateful inspection firewalls, domain/realm authentication sources, and clear segregation of duties for personnel accessing these environments as part of their job duties.	Mandatory
31	"Infrastructure & Virtualization Security Segmentation"	"Multi-tenant organizationally-owned or managed (physical and virtual) applications, and infrastructure system and network components, shall be designed, developed, deployed and configured such that provider and City (tenant) user access is appropriately segmented from other customer/tenant users, based on the following considerations: • Established policies and procedures • Isolation of business critical assets and/or sensitive data (PII, Credit Card Data, Financial and other sensitive City data), and sessions that mandate stronger internal controls and high levels of assurance • Compliance with legal, statutory and regulatory compliance obligations"	Mandatory

32	"Infrastructure & Virtualization Security VM Security - vMotion Data Protection"	"Secured and encrypted communication channels shall be used when migrating physical servers, applications, or data to virtualized servers and, where possible, shall use a network segregated from production-level networks for such migrations."	Mandatory
33	"Infrastructure & Virtualization Security VMM Security - Hypervisor Hardening"	Access to all hypervisor management functions or administrative consoles for systems hosting virtualized systems shall be restricted to personnel based upon the principle of least privilege and supported through technical controls (e.g., two-factor authentication, audit trails, IP address filtering, firewalls, and TLS encapsulated communications to the administrative consoles).	Mandatory
34	"Infrastructure & Virtualization Security Wireless Security"	"Policies and procedures shall be established, and supporting business processes and technical measures implemented, to protect wireless network environments, including the following: • Perimeter firewalls implemented and configured to restrict unauthorized traffic • Security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings (e.g., encryption keys, passwords, and SNMP community strings) • User access to wireless network devices restricted to authorized personnel • The capability to detect the presence of unauthorized (rogue) wireless network devices for a timely disconnect from the network"	Mandatory
35	"Infrastructure & Virtualization Security Network Architecture"	Network architecture diagrams shall clearly identify high-risk environments and data flows that may have legal compliance impacts. Technical measures shall be implemented and shall apply defense-in-depth techniques (e.g., deep packet analysis, traffic throttling, and black-holing) for detection and timely response to network-based attacks associated with anomalous ingress or egress traffic patterns (e.g., MAC spoofing and ARP poisoning attacks) and/or distributed denial-of-service (DDoS) attacks.	Mandatory
36	"Interoperability & Portability Data Request"	All structured and unstructured data shall be available to the customer and provided to them upon request in an industry-standard format (e.g., .doc, .xls, .pdf, logs, and flat files)	Mandatory
37	"Interoperability & Portability Standardized Network Protocols"	The provider shall use secure (e.g., non-clear text and authenticated) standardized network protocols for the import and export of data and to manage the service, and shall make available a document to consumers (tenants) detailing the relevant interoperability and portability standards that are involved.	Mandatory
38	"Mobile Security Cloud Based Services"	"All cloud-based services used by the company's mobile devices or BYOD shall be pre-approved for usage and the storage of company business data."	Mandatory
39	"Mobile Security Device Inventory"	An inventory of all mobile devices used to store and access company data shall be kept and maintained. All changes to the status of these devices (i.e., operating system and patch levels, lost or decommissioned status, and to whom the device is assigned or approved for usage (BYOD)) will be included for each device in the inventory.	Mandatory
40	"Mobile Security Device Management"	A centralized, mobile device management solution shall be deployed to all mobile devices permitted to store, transmit, or process customer data.	Mandatory

41	"Mobile Security Lockout Screen"	BYOD and/or company-owned devices are configured to require an automatic lockout screen, and the requirement shall be enforced through technical controls.	Mandatory
42	"Mobile Security Security Patches"	Mobile devices connecting to corporate networks, or storing and accessing company information, shall allow for remote software version/patch validation. All mobile devices shall have the latest available security-related patches installed upon general release by the device manufacturer or carrier and authorized IT personnel shall be able to perform these updates remotely.	Mandatory
43	"Security Incident Management, E-Discovery & Cloud Forensics Contact / Authority Maintenance"	Points of contact for applicable regulation authorities, national and local law enforcement, and other legal jurisdictional authorities shall be maintained and regularly updated (e.g., change in impacted-scope and/or a change in any compliance obligation) to ensure direct compliance liaisons have been established and to be prepared for a forensic investigation requiring rapid engagement with law enforcement.	Mandatory
44	"Security Incident Management, E-Discovery & Cloud Forensics Incident Reporting"	Workforce personnel and external business relationships shall be informed of their responsibilities and, if required, shall consent and/or contractually agree to report all information security events in a timely manner. Information security events shall be reported through predefined communications channels in a timely manner adhering to applicable legal, statutory, or regulatory compliance obligations.	Mandatory
45	"Security Incident Management, E-Discovery & Cloud Forensics Incident Response Legal Preparation"	Proper forensic procedures, including chain of custody, are required for the presentation of evidence to support potential legal action subject to the relevant jurisdiction after an information security incident. Upon notification, customers and/or other external business partners impacted by a security breach shall be given the opportunity to participate as is legally permissible in the forensic investigation.	Mandatory
46	"Supply Chain Management, Transparency and Accountability Data Quality and Integrity"	Providers shall inspect, account for, and work with their cloud supply-chain partners to correct data quality errors and associated risks. Providers shall design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privilege access for all personnel within their supply chain.	Mandatory
47	"Supply Chain Management, Transparency and Accountability Incident Reporting"	The provider shall make security incident information available to the City and providers periodically through electronic methods (e.g. portals).	Mandatory
48	"Supply Chain Management, Transparency and Accountability Provider Internal Assessments"	The provider shall perform annual internal assessments of conformance to, and effectiveness of, its policies, procedures, and supporting measures and metrics.	Mandatory
49	"Supply Chain Management, Transparency and Accountability Third Party Assessment"	Providers shall assure reasonable information security across their information supply chain by performing an annual review. The review shall include all partners/third party-providers upon which their information supply chain depends on.	Mandatory

50	"Threat and Vulnerability Management Vulnerability / Patch Management"	Policies and procedures shall be established, and supporting processes and technical measures implemented, for timely detection of vulnerabilities within organizationally-owned or managed applications, infrastructure network and system components (e.g. network vulnerability assessment, penetration testing) to ensure the efficiency of implemented security controls. A risk-based model for prioritizing remediation of identified vulnerabilities shall be used. Changes shall be managed through a change management process for all vendor-supplied patches, configuration changes, or changes to the organization's internally developed software. Upon request, the provider informs the City (tenant) of policies and procedures and identified weaknesses especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.	Mandatory
51	Application Management	Does your solution release major and minor version changes on a regular basis? If so, please describe the frequency.	Desired
52	Application Management	Ability to add hyperlinks to other applications via from within application	Preferred
53	Application Management	Solution provides user manuals for management, staff, application developers (APIs) and system administrators	Preferred
54	Application Management	The application has a defined strategy to handle record access/write contention. If so please describe.	Preferred
55	Integration	Integrate with our security and event management (SIEM) system logging for monitoring activity and application information	Preferred
56	Integration	A variety of text formats supported for data extracts/exports (please specify)	Preferred
57	Integration	Ability for system to integrate with and update social media streams	Preferred
58	Integration	Integrates with telephony systems for automated notifications and supports two-way interactions	Preferred
59	Device Support (PC, mobile)	The solution (web application and/or installed application) is supported on both iOS and Android devices.	Preferred
60	Device Support (PC, mobile)	Web application responsively designed and consistent for any device	Preferred
61	Device Support (PC, mobile)	Web application has full set of functionality regardless of device	Preferred
62	Device Support (PC, mobile)	Any data placed in browser storage is either non-sensitive or secured with restricted access	Preferred
63	Device Support (PC, mobile)	The proposed solution clearly documents software component dependencies that must be deployed to the desktop or mobile devices (staff or end users)	Desired
64	Device Support (PC, mobile)	Web application supports recent versions of all standard browsers. Please identify standard web browsers and/or versions your web application is NOT compatible with	Preferred

65	Software-As-A-Service	The solution data storage, access and transit secures and restricts any personal information to within Canada only. For solution support, staff or contractors do not access the application (or any data sources) from outside of Canada where personal information is present. Your solution complies with British Columbia legislation to ensure Canadian data residency and the protection of personal information.	Mandatory
66	Software-As-A-Service	Is scheduled/planned maintenance downtime considered as the system being unavailable for your SLA uptime targets?	Preferred
67	Software-As-A-Service	We consider system outages as 1) a complete inability to use the solution 2) a reoccurring, temporary inability to use the solution 3) an inability to use the features and functions integral to the solution's core business purpose. Does your solution's availability criteria meet this definition? If not please specify any departure	Preferred
68	On Premise	Able to write our own query APIs	Preferred
69	On Premise	With the recommended system requirements for server and database deployment, all user actions will have a less than 2 second response time, not including network latencies. Actions taking longer than 2 seconds should inform the user that their action is progressing. Please specify which actions will not conform to this standard and explain why. In any case, please include your response time performance targets in your RFP response.	Preferred

Service Level & Support Requirements

SERVICE LEVEL AND SUPPORT REQUIREMENTS.				
Req. #	**Requirement**	**Elaboration**	**Category**	**Level of Need**
1	"We consider system outages as 1) a complete inability to use the solution, or 2) a reoccurring, temporary inability to use the solution, or 3) an inability to use the features and functions integral to the solution's core business purpose. Your solution's availability criteria should meet this definition. If not, please specify any departure."		Cloud	Preferred
2	The uptime should meet or exceed 99.99% per year.		SLA	Preferred
3	The SPS should be notified 4 weeks in advance of any planned or unplanned maintenance the application needs		Application	Preferred

4	The Application should operate 7 days a week within the time of 5:00am - 23:59pm PST.	The main working hours for Staff usage. All planned maintenance periods should fit around the specified time.	Application	Preferred
5	The Application response latency over the Internet should be less than 120ms.	The users located on the West Coast need good Application performance when the Cloud datacenter is on the East coast.	Application	Preferred
6	Should support data portability (the ability to move SPS Data to another provider at the SPS's discretion).		Cloud	Preferred
7	Must provide the SPS with a Certificate of Destruction.		Cloud	Mandatory
8	For SLA not met during Working Hours, the SPS requires Service Credits to be issued.	If the proponent fails to meet a SLA and the application is down in working hours, the SPS wants Service Credits to recompense the SPS further spend with the proponent. These could be used against on-going services, professional services or customisations that the SPS would normally pay for.	Service	Preferred
9	The proponent should provide Application Support 24/7. This includes the main Application functionality, Integrations and service outages.	Support Staff at the SPS need to be able to create incidents and have them tracked to resolution. A system should be in place to	Application	Preferred
10	For a Cloud Solution, the proponent should provide Application Support 24/7. This includes the main Application functionality, Integrations and service outages.	"Support Staff at the SPS need to be able to create incidents and have them tracked to resolution. A system should be in place to a) provide tiered support to allowing for escalation. b) provide support response times and expected resolution times for each incident."	Application	Preferred

[End of Page]

Title: **Workforce Management Software**

Reference No.: **1220-031-2021-002**

SCHEDULE B-1

ON-PREMISE WORKFORCE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES AGREEMENT

SCHEDULE B-2

CLOUD COMPUTING WORKFORCE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES AGREEMENT

SCHEDULE B–1

ON-PREMISE WORKFORCE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES AGREEMENT

Between

CITY OF SURREY

and

<<INSERT NAME OF CONTRACTOR>>

for

WORKFORCE MANAGEMENT SOFTWARE

Reference No.: 1220-031-2021-002

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ON-PREMISE WORKFORCE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES AGREEMENT

WORKFORCE MANAGEMENT SOFTWARE

AGREEMENT No.: 1220-031-2021-002

THIS AGREEMENT is effective this _____ day of _____, 20__.

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 City wishes to engage the Contractor to provide the Services in connection with

WORKFORCE MANAGEMENT SOFTWARE

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the premises and payment of one ($1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the parties hereby covenant and agree with each other as follows:

1. INTERPRETATION

1.1 Definitions

The following terms will have the meanings set out below:

"**Agreement**" means this agreement between the City and the Contractor as described herein including the Appendices described in Section 1.2;

"**City Representative**" (or designate) who will have the duty of instituting and maintaining communication with the Contractor as to the requirements of the agreement including but not limited to receive security incident or breach notification;

"**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

Records, Personnel Information, information that relates to the business of the third party, and information that is subject to solicitor-client privilege;

"**Data Breach**" means any actual or reasonably suspected unauthorized access to or acquisition of Data;

"**Dispute**" has the meaning set out in section 19.1;

"**Documentation**" has the meaning set out in section 2.6;

"**Enhancements**" means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that the 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;

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

"**Go-Live**" means the date that the software has achieved final acceptance and is being used by the City;

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

"**Indemnitees**" has the meaning set out in section 8.1;

"**Intellectual Property Rights**" has the meaning set out in section 15;

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

"**Marks**" has the meaning set out in section 2.7;

"**Personal Information**" means recorded 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;

"**Record**" means information, whether in oral or written form (including books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical or other means), that is supplied, obtained or created in the course of using, providing or configuring the Goods, Services and Software, or otherwise under this Agreement. For greater clarity, Records includes Documentation. In this Agreement, the term "Records" is interchangeable with "Data";

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

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

"**Software**" means the Software or Program(s) to be provided by the Contractor to the City under this Agreement;

"**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;

"**Subscription Fee**" shall mean the reoccurring fee paid to the Contractor as compensation for continued use of the Software;

"**Term**" has the meaning set out in section 2.4; and

"**Time Schedule**" has the meaning set out in section 2.5.

1.2 Appendices

The following attached Appendices are a part of this Agreement:

(a) Appendix 1 – Scope of Services;
(b) Appendix 1-A – Workforce Management Software Requirements;
(c) Appendix 2 – Fees and Payment;
(d) Appendix 3 – Time Schedule;
(e) Appendix 4 – Key Personnel and Sub-Contractors;
(f) Appendix 5 – Additional Services;
(g) Appendix 6 – Privacy Protection Schedule; and
(h) Appendix 7 – Confidentiality Agreement.

2. GOODS AND SERVICES

2.1 Goods and Services

This Agreement sets forth the terms and conditions under which the Contractor agrees to license the Software and provide all other services, data import/export, monitoring, support, backup and recovery, and training necessary for City's productive use of such software, as further set forth in Appendix [ ], a future Appendix. The City shall perform it responsibilities set forth in the same Appendix [ ], a future Appendix. 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 this implementation. Contractor and the City shall use commercially reasonable efforts to fulfill their respective obligations in a timely manner in order to achieve the agreed milestones and dates set forth in this Agreement.

Authorized Users. Unless otherwise limited in Appendix [ ], a future Appendix, City and any of its employees, agents, contractors, suppliers of services or other designated users that have a need to use the Services for the benefit of the City shall have the right to operate and use the same. As part of the Services, City shall have the responsible for all user identification and password change management.

Non-exclusivity. 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.

The City acquires the right to use the Services acquired under this agreement at any location under the direct control of the City.

Contractor agrees to extend the terms and conditions of this agreement, including pricing, to all current and future City locations at their request.

2.2 Additional Services

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be listed in Appendix [ ], a future Appendix. The terms of this agreement will apply to any additional goods and services. The Contractor will not provide any additional goods and services in excess of the goods and scope of services requested in writing by the City.

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. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

2.4 Term

2.4.1 The term of this Agreement shall extend from the purchase of the Software until the "Go Live" date. Continuous one-year extensions shall continue thereafter for annual maintenance services. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew.

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

2.4.3 If the City chooses to continue to use the Software beyond the 120 month term of this Agreement monthly license fees will continue to be paid throughout each extension in order to use the Software provided by the license grant as described in Section 11 of this Agreement.

2.5 Time

2.5.1 Time is of the essence.

2.6 Documentation

2.6.1 Documentation shall mean, collectively: **(a)** 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; **(b)** 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; **(c)** any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from the Contractor, and any document which purports to update or revise any of the foregoing; and **(d)** the results of any presentations or tests provided by the Contractor to the City.

2.7 Marks

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

2.8 Acceptance Testing

2.8.1 For purposes of acceptance of the Software solution (or portions thereof), the City intends to use the following staged acceptance procedure. All timeframes specified in the following procedures may be amended by the Time Schedule.

A. Written Deliverable: The Contractor should submit interim drafts of a written deliverable to the City for review. The City agrees to review and provide comments to the Contractor on each draft within ten (10) business days after receiving it from the Contractor. The City agrees to notify the Contractor in writing by the end of this time period either stating that the written deliverable is accepted in the form delivered by the Contractor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If the Contractor does not receive any such deficiency notice from the City by the end of this time period, the written deliverable will be deemed to be accepted and an approved document marked "Provisionally Approved" and dated will be provided to the City. If the City delivers to the Contractor a timely notice of deficiencies and the items specified in the notice are deficiencies, the Contractor will promptly correct the described deficiencies and return to the City for approval. The City will not unreasonably withhold, delay or condition its approval of a final written deliverable.

2.8.2 The Contractor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the City and date returned.

B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software deliverable performs the functions described in its approved Specifications and to discover and remove defects through repeated testing cycles. In the event of conflicts between Specifications and Software Documentation the Specifications will prevail.

2.8.3 The Contractor will work with the City and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable.

1. Software Acceptance: For each Software deliverable the City will have five (5) business days unless an alternate time is mutually agreed upon between Contractor and City. The Software acceptance test period for each Software deliverable will start within five (5) business days, unless an alternate start date is mutually agreed upon by the Contractor and the City, after the Software deliverable is installed at the City's designated site and the Contractor has successfully completed the Contractor's installation test and notified the City that the Software deliverable is ready for testing. The Contractor will not be obligated to deliver a Software deliverable to City until the City demonstrates the readiness of the target technical platform and environment.

2. If the City determines during the Software acceptance test period that the Software deliverable contains a defect, the City will promptly send the Contractor a written notice

reporting the alleged defect describing it to the Contractor in sufficient detail reasonably necessary for the Contractor to recreate it. The Contractor will modify the Software deliverable to remove the reported defect and will provide the modifications to the City for re-testing. The City will then re-test the modified portions of the Software deliverable promptly after receiving the modifications from the Contractor.

3. By the end of the Software acceptance testing period the City will provide the Contractor with a final written list reporting any outstanding defects. The City will have ten (10) business days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the defects that were reported have been removed. If any defects that were reported have not been removed, the City will provide the Contractor with written notification by the end of the retesting period reporting any such defects.

4. The Contractor and the City each agrees to work diligently to achieve acceptance of Software deliverable at the earliest possible date.

2.9 Training

2.9.1 The Contractor shall provide a training plan in accordance with Appendix [ ], a future Appendix.

2.9.2 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.

2.10 Warranties, Representations and Covenants

2.10.1 Warranty of the Software Solution

Commencing on the date that the City issues its notice of final acceptance, and extending for a period of one (1) year, the Contractor warrants that the Software furnished hereunder shall be free from programming errors and that the Software and hardware (if any) shall be free from defects in workmanship and materials and shall operate in conformity with the performance capabilities, scope of Services, functions and other descriptions and standards applicable thereto and as set forth in this agreement; that the Services shall be performed in a timely and professional manner by qualified professional personnel; and that the services, Software and hardware (if any) shall conform to the standards generally observed in the industry for similar services, Software and hardware. If the Contractor is not the original Software or hardware manufacturer, the Contractor shall obtain in writing the manufacturer's consent to pass through all Software and hardware warranties for the City's benefit. During this warranty period, the Contractor shall replace or repair any defect appearing in the Software or hardware, or deficiency in Service provided at no additional cost to the City. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

2.10.2 Warranty Against Planned Obsolescence

The Contractor warrants that the Services proposed to and acquired by the City under this agreement are new and of current manufacture, and that it has no current plans for

announcing a replacement line that would be marketed by Contractor as a replacement for any of the Goods and/or Services provided to the City under this agreement and would result in reduced support for the product line within which the workforce management Software solution furnished to the City is contained. The Contractor further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the System and makes the current design architecture obsolete within five (5) years after full execution of this agreement, and if the City continues its annual maintenance contract with the Contractor, the Contractor shall provide the City with a replacement hardware, software, or operating system(s) that continues the full functionality of the systems, at no extra cost to the City.

2.10.3 Title Warranty and Warranty Against Infringement

The Contractor represents and warrants that it has the right to grant the licenses set forth under this agreement. The Contractor further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. The Contractor further represents and warrants that neither the Software in the form delivered and installed by the Contractor, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by the City, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

In the event that any third party makes a claim or files a lawsuit challenging the City's right to use the Software or equipment (if any), the Contractor shall defend and indemnify the City and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. In resolving any such infringement claim, the Contractor shall, in its reasonable discretion, either procure a license to enable the City to continue to use the Software or develop or obtain a non-infringing substitute acceptable to City at the Contractor's cost.

The Contractor represents and warrants that the Software and related products as described with this agreement will perform in accordance with all Documentation, contract documents, Contractor marketing literature, and any other communications attached to or referenced in this agreement.

The Contractor represents and warrants that the Software and related products, including all modifications contracted under the terms of this agreement, will meet the requirements of the City as set forth in the Contract Documents.

The City has: (i) presented detailed technical specifications of the particular purpose for which the Software is intended; (ii) provided detailed descriptions and criteria of how the Software can be defined to accomplish a particular purpose; and (iii) defined the exact procedures and techniques to be employed in testing whether the Software has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, the City's particular purpose, the Contractor, at the time this agreement is in force, has (1) reason and opportunity to know the particular purpose for which the Software is required, and (2) that the City is relying on the

Contractor's experience and knowledge of the Software to identify those components which are most suitable and appropriate. Therefore, the Contractor warrants that the Software included in this agreement is fit for the purposes for which it is intended as described in this agreement.

The Contractor represents and warrants that all products provided under this agreement are compatible with and certified for use and operation in City's operating environment.

2.10.4 Continuity of Warranty

The City may continue the warranty protection described above by purchasing and paying for on-going annual support services described below. By doing so, all warranty, warranty of fitness for a particular use, and resolution and response time warranty conditions above shall remain in effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for annual support are kept current.

2.10.5 Final Acceptance of the System

The Software proposed shall be defined to be finally accepted by the City after the installation of the training, and successful completion of the following performance examinations: software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-built, training, and system documentation. The City and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

2.10.6 No Liens

The Contractor warrants that the Software and Equipment is the sole and exclusive property of the Contractor and that the Contractor is authorized to provide full use of the Software to the City as provided herein and that such Software is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this agreement and that the City is entitled to and shall be able to enjoy quiet possession and use of the Software and Equipment without interruption by the Contractor or any other person making a claim under or through the Contractor or by right of paramount title.

2.10.7 Maintenance Services Warranty

The Contractor warrants that, in performing the Services, the Contractor shall strictly comply with the descriptions and representations as to the Services, including performance capabilities, accuracy, completeness, characteristics, configurations, standards, function and requirements, which appear in this Agreement. Its products shall be uniform in appearance and clean and presentable in accordance with generally applicable standards in the industry. Errors or omissions committed by the Contractor in the course of providing Services shall be remedied by the Contractor at its own expense.

2.10.8 Date Warranty

The Contractor warrants that all Software provided under this Agreement: (a) does not have a life expectancy limited by date or time format; (b) will correctly record, store,

process, present calendar dates; (c) will lose no functionality, data integrity, or performance with respect to any date; and (d) will be interoperable with other software used by City that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to the Contractor by City and remains unresolved after three calendar days, at City's discretion, the Contractor shall send, at the Contractor's sole expense, at least one qualified and knowledgeable representative to City's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on City's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, the Contractor shall indemnify and hold harmless the City from and against any and all harm, injury, damages, costs, and expenses incurred by the City or a customer of the City arising out of said Breach.

2.10.9 Physical Media Warranty

The Contractor warrants to the City that each licensed copy of Software provided by the Contractor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty."). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar days after the date of acceptance of the Software copy by the City. The Contractor shall replace, at the Contractor's expense, including shipping and handling costs, any Software copy provided by the Contractor that does not comply with this Warranty.

2.11 Software Upgrades and Enhancements

2.11.1 The Contractor shall supply:

(a) 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;

(b) at no additional cost interface modules that are developed by the Contractor for interfacing the Software to other Software products; and

(c) at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to the City.

2.11.2 Unless otherwise mutually agreed to in writing, 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. 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.

2.11.3 Enhancements

The Contractor shall provide the City with all Enhancements and associated documentation that are provided as general releases to the Software, in whole or in part, as part of the service. 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 requirements. The Contractor agrees to correct corrupted 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. Should the Contractor not be able to correct the Deficiency so that it complies with the requirements specified in Schedule A to the City's reasonable satisfaction in a timely manner, the City may terminate this Agreement.

3. PERSONNEL

3.1 Qualified Personnel

3.1.1 The Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

3.1.2 Without limiting the generality of the foregoing, the Consultant, and any personnel and sub-contractors performing all or any part of the Services, will, as required during the Term, obtain and maintain the level of security clearance, if any, required by the City or the Surrey Police Board/Surrey Police Department as applicable to the nature and/or scope of the Services, and will provide proof of such security clearance upon request and prior to providing, or continuing to provide, the Services.

3.1.3 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 for good cause.

3.1.4 The Contractor shall be responsible for the acts of its employees and agents while on the Client'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 agents or employees. The Contractor shall promptly repair, to the specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on the Contractor's failure to do so, the City may repair such damage and the Contractor shall reimburse the City promptly for the cost of repair.

3.1.5 The Contractor shall perform the services contemplated in the agreement without interfering in any way with the activities of the City's staff or visitors.

3.1.6 The Contractor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform services under this agreement 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.

3.1.7 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, subcontractors, or material-men.

3.1.8 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 and any attempt to do so shall be void and without further effect.

3.2 Agreements with Sub-Contractors

3.2.1 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 employed by them as for acts and omissions of persons directly employed by the Contractor.

3.2.2 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.

3.3 Separation of Duties and Non-Disclosure

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

3.4 Right to Remove Personnel

3.4.1 The City shall have the right at any time to require that the Contractor remove from interaction with the City any Contractor representative who the City believes is detrimental to its working relationship with the service provider. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the City's consent.

4. LIMITED AUTHORITY

4.1 Agent of City

The Contractor is not and this agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to provide the Goods and perform 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 Goods and/or Services.

4.2 Independent Contractor

The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor provides the Goods and performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and/or Services. The Contractor is primarily responsible for performance of the Goods and/or 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 or sub-contractors.

5. FEES AND PAYMENT

5.1 Fees

The City will pay to the Contractor the fees as set out in Appendix [ ], a future Appendix (the "**Fees**"). 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.

5.2 Payment

Payments will be made on a milestone basis and in a manner consistent with the payment schedule as set forth as Appendix [ ], a future Appendix. Milestones will be tied to specific deliverables. The Contractor shall only invoice upon the City's approval of the deliverable. For software-only purchases, the Contractor may invoice for licenses/subscriptions upon contract execution, however annual maintenance and support charges will not begin until the "Go Live" date.

(a) The Contractor will submit an invoice (the "Invoice") to the City requesting payment of the portion of the Fees relating to the Services provided in accordance with the milestone deliverables, and including the following information:
   (1) an invoice number;
   (2) the Contractor's name, address and telephone number;
   (3) the City's reference number for the Goods and/or Services: P.O. number _____;
   (4) the percentage of Goods and/or Services completed at the end of the previous month;
   (5) the total budget for the Goods and/or Services and the amount of the budget expended to the date of the Invoice;
   (6) taxes (if any);
   (7) grand total of the Invoice;

(b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;

(c) the City will pay the portion of the Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its Final Report to the City; and

(d) if the Contractor offer the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an invoice which the City determines is payable at any time after the receipt of the Invoice.

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

5.3 Payment Schedule

5.3.1 Implementation and Licensing fees will be paid by City quarterly with invoicing to occur at the end of the last month of each quarter. Additional fees or ad hoc services will be invoiced in accordance with negotiated arrangements for each service period.

5.4 Records

5.4.1 The Contractor will prepare and maintain proper records related to the Services. 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 Goods and Services are complete.

5.5 Non-Residents

5.5.1 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:

(a) 15% of each payment due to the Contractor; or

(b) the amount required under applicable tax legislation.

5.6 Advance Payment Prohibited

5.6.1 The City does not accept requests for down payment or partial payment. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable after receipt and acceptance of satisfactory compliance.

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records 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.

6.2 City Decisions

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

6.3 Notice of Defect

If the City believes in good faith that some portion of the Services has not been completed satisfactorily, the City may require the Contractor to correct such work prior to the City making any payment. 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, of 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 work not properly completed.

7. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold City harmless from any and all actions, proceedings, or claims of any type brought against City alleging that the Services and/or Documentation or 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. Contractor agrees to defend against, and hold 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. City shall, after receiving notice of a claim, advise Contractor of it. City's failure to give Contractor timely notification of said claim shall not effect Contractor's indemnification obligation unless such failure materially prejudices Contractor's ability to defend the claim. City reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

7.2 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 City's use of the Services and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Contractor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for 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 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 City.

7.3 Contractor shall have no obligation to indemnify City for a claim if: (a) 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 (b) City's use of the Services in combination with any product or system not authorized, approved or recommended by Contractor and such combination is the cause of the infringement or misappropriation.

7.4 No limitation of liability set forth elsewhere in this agreement is applicable to the Intellectual Property Infringement Indemnification set forth herein.

8. INSURANCE AND DAMAGES

8.1 Indemnity

8.1.1 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 or agent of the Contractor.

8.1.2 City hereby agrees to indemnify and hold Contractor and its affiliates, sub-contractors and agents (and each of their respective shareholders, officers, directors, employees and Contractors) harmless from and against any and all third party claims and resulting losses and damages including, but not limited to, reasonable legal fees, fines and expenses, resulting from, relating to or arising out of (i) any Software and documents, including but not limited to infringement of Intellectual Property Rights thereby (except to the extent such infringement is covered by Contractor's indemnity under Section 8.1), (ii) any breach of the terms and conditions of this agreement by City or (ii) the negligence or wilful misconduct of the City or its directors, officers, employees, contractors or agents.

8.2 Survival of Indemnity

8.2.1 The indemnity described in section 8.1.1 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.

8.3 Limitation of Liability

8.3.1 In no event shall either party be liable for any loss of data, reprocurement costs, loss of profits, loss of use or for any other consequential, indirect, exemplary, special or incidental damages arising under or in connection with this Agreement, even if the other party has been advised of the possibility of such damages.

8.4 Contractor's Insurance Policies

8.4.1 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 and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators' liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional

insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;

(b) professional errors and omissions insurance in an amount not less than two million ($2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and

(c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million ($3,000,000) dollars per occurrence for bodily injury, death and damage to property.

8.5 Insurance Requirements

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

8.6 Contractor Responsibilities

8.6.1 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.

8.7 Additional Insurance

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

8.8 Waiver of Subrogation

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

9. TERMINATION

9.1 By the City

9.1.1 The City may at any time and for any reason by written notice to the Contractor terminate this agreement before the completion of all the Services, 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 terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City may 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 determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

9.2 Termination for Cause

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

9.2.2 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;

(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; and

(f) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

9.3 Curing Defaults

9.3.1 If either party is in default of any of its obligations under this Agreement, then either party may without terminating this Agreement, upon fourteen (14) days written notice to the defaulting party, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the defaulting party. Nothing in this Agreement will be interpreted or construed to mean that the non-defaulting party has any duty or obligation

to remedy any default of the defaulting party. Parties agree to act reasonably and diligently to remedy issues.

10. APPLICABLE LAWS

10.1 Applicable Laws

10.1.1 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.

10.2 Codes and By-Laws

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

10.3 Interpretation of Laws

10.3.1 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 to the required interpretation.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

11.1 No Disclosure

11.1.1 Except as provided for by law or otherwise by this Agreement, the Contractor and the City will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor and the City as a result of the performance of the Goods and Services and this agreement, and will not, without the prior express written consent of the Contractor and the City, publish, release, disclose or permit to be disclosed any such Confidential Information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services. The City acknowledges and agrees that the Software and documentation are confidential information of the Contractor.

Refer to Attachment #1 for additional information.

11.2 Freedom of Information and Protection of Privacy Act

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

Refer to Attachment #2 for additional information.

11.3 Return of Property

11.3.1 The Contractor agrees to return to the City all of the City's Data at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

12. GRANT OF LICENSE

12.1 License and Use

The Contractor grants to the City a nonexclusive, non-transferable, and perpetual license to use the executable code version of the Software identified in each Schedule under this Contract, along with the related documentation, and if indicated in an applicable Appendix [ ], a future Appendix, the Source Code for the Software. The license begins on the date identified in the applicable Appendix [ ], a future Appendix as the start date for the license (the "Start Date"). Unless indicated otherwise in this agreement such use will be limited to use solely for the exercise of any function by the City. The applicable Appendix [ ], a future Appendix governing the license will describe the scope of each license granted to the City in further detail, and the City agrees to limit its use of the Software as described in the applicable Appendix [ ], a future Appendix. The City may not republish the Software or the documentation or distribute it to any third party, unless and only to the extent that this agreement or the scope of license in the applicable Appendix [ ], a future Appendix expressly so permits. The City will have a right to use the Software at any of its locations.

12.2 Restrictions and Limitations

12.2.1 The City acknowledges and agrees that:

(a) it shall not copy, distribute, share, sublicense or otherwise reproduce any of the Software without the prior written permission of the Contractor;

(b) it shall not authorize any third party to use, copy, modify, distribute, share, sublicense or otherwise reproduce any of the Software without the prior written permission of the Contractor;

(c) it shall not attempt to decompile, reverse-engineer or otherwise disassemble any of the Software;

(d) it shall not use any of the Software to create derivative works;

(e) it shall not reproduce and not remove, obscure or amend any Contractor or third party proprietary notices contained in the Software;

(f) it can only engage with the Contractor to provide any support and services to modify the Software. This will be done via maintenance support agreements;

(g) it must have appropriate licenses from the operating system provider to use the product with the operating system;

(h) it must have the appropriate licenses from the database provider to use the product with the database;

(i) it shall comply with all applicable laws in performing its obligations hereunder and shall have obtained all necessary permits and governmental permissions required to perform its obligations under this Agreement;

(j) it shall not distribute any Software to any person who infringes the Contractor's rights in respect of the Software; and

(k) any use of the Software not expressly authorized in this agreement, as well as any and all unauthorized, unsafe, hazardous, unlawful or illegal uses of the Software is expressly prohibited.

12.3 Authorized Copies

In addition to the copies of the Software authorized by the license in the applicable Appendix [ ], a future Appendix, the City may make a reasonable number of copies of the Software for backup, archival, disaster recovery, testing, development, and Software management purposes. And the City may use these copies for such purposes without paying any additional fee or charge, so long as any such additional copies are not used in a production environment while the production copy or copies of the Software are used for production. No other copies of the Software may be made by or for the City. With respect to the documentation for any Software, the City may make as many copies of it in either paper-based or electronic form as the City may reasonably require for its own internal purposes. Additionally, the City may incorporate portions of the documentation in other materials, such as training and reference manuals, provided that such materials are used solely for the internal purposes of the City. If the Contractor has granted the City a license to use the Source Code for the Software, the City may make a reasonable number of copies of the Source Code, modify it, compile it, and otherwise use it as reasonably necessary to support its licensed use of the Software.

13. OWNERSHIP AND PROPRIETARY NATURE OF THE SOFTWARE

13.1 The Software and other related intellectual property are the confidential and proprietary products of Contractor or its licensors. The City acknowledges that the Contractor or its licensors retain all right, title and ownership to such products and the Marks; no such rights shall pass to the City except to the extent to which such rights are expressly granted by this Agreement.

13.2 All Intellectual Property Rights in any software services work performed by Contractor under any statement of works under this Agreement shall be owned by Contractor and be licensed to the City under the terms of Section 12.

14. INDEPENDENT SOFTWARE COMPONENTS

14.1 The City understands and agrees that any third party software provided to the City under this agreement is provided under license and is subject to the license terms of this agreement and the City shall comply with the trademarks and guidelines provided with the third party software as identified in herein or as provided to the City from time to time by Contractor.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 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:

(a) The City acknowledges that the Contractor retains all right, title and interest in the Intellectual Property. The City acknowledges that it does not, by virtue of receiving a license to use the 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 the Intellectual Property; and

(b) 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 Intellectual Property that it provides to the Contractor for the purpose of customizing the Intellectual Property.

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

15.3 Upon termination or expiry of this Agreement, all licenses granted in this Agreement shall be revoked and the Contractor shall remove the City's Intellectual Property from the software.

16. ESCROWING OF SOURCE CODE OF LICENSED SOFTWARE

16.1 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**").

16.2. 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:

(i) 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;

(ii) has made a general assignment for the benefit of its creditors; or

(iii) 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;

(b) provided that, if the Contractor;

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

(d) is disputing an involuntary assignment or order described in subsection (i), (ii) or (iii) 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.

16.3 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.

16.4 All fees and expenses charged by an escrow agent will be borne by the City.

17. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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

17.2 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.

17.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

17.4 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.

17.5 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.

17.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

17.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

18. BUSINESS LICENSE

18.1 The Contractor will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

19. DISPUTE RESOLUTION

19.1 Dispute Resolution Procedures

19.1.1 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 19.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

20. JURISDICTION AND COUNCIL NON-APPROPRIATION

20.1 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.

20.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 90 days after the non-appropriation becomes final. Such termination shall take effect 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.

21. GENERAL

21.1 Entire Agreement

21.1.1 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.

21.2 Amendment

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

21.3 Contractor Terms Rejected

21.3.1 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.

21.4 Survival of Obligations

21.4.1 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.

21.5 Cumulative Remedies

21.5.1 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.

21.6 Notices

21.6.1 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
13450 - 104th Avenue
Surrey, British Columbia, Canada, V3T 1V8

Attention:
Fax:
E-mail:

(b) The Contractor: [Company Name]

[Street Address], [City], [Province/State]
[Postal or Zip Code]

Attention: [Contact Name/PositionTitle]

Business Fax:

Business E-mail:

21.7 Unenforceability

21.7.1 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.

21.8 Headings

21.8.1 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.

21.9 Singular, Plural and Gender

21.9.1 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.

21.10 Waiver

21.10.1 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.

21.11 Signature

21.11.1 This agreement may be executed in or 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.

21.12 Force Majeure

21.12.1 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.

21.12.2 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. 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.

21.13 Enurement

21.13.1 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)	(Signature of Authorized Signatory)
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory)

<<INSERT NAME OF CONTRACTOR>>
I/We have the authority to bind the Consultant.

(Legal Name of Contractor)

(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory)

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

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 1-A – WORKFORCE MANAGEMENT SOFTWARE REQUIREMENTS

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – KEY PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

APPENDIX 6 – PRIVACY PROTECTION SCHEDULE

APPENDIX 7 – CONFIDENTIALITY AGREEMENT

SCHEDULE B -2

CLOUD COMPUTING WORKFORCE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES AGREEMENT

BETWEEN

CITY OF SURREY

and

<<INSERT LEGAL NAME OF CONTRACTOR>>

for

WORKFORCE MANAGEMENT SOFTWARE

Reference No.: 1220-031-2021-002

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CLOUD COMPUTING WORKFORCE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES AGREEMENT

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

AGREEMENT No.: 1220-031-2021-002

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 2.2.2;

"**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 Services**" has the meaning set out in Appendix 1;

"**Indemnitees**" has the meaning set out in Section 0;

"**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 – Surrey Police Service (SPS) Workforce Management Software 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;

(k) Appendix 10 - License Agreement; and

(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 Workforce Management Software, 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:

(a) be responsible for account-holders' compliance with all of the terms and conditions of the Account;

(b) 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

(c) 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:

(a) make the Services available to anyone, or permit anyone to access the Services, other than account-holders;

(b) 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;

(c) 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;

(d) attempt to gain unauthorized access to the Services or its related systems or networks;

(e) post, upload, reproduce, distribute or otherwise transmit on the cloud:
   (i) defamatory, infringing, indecent or unlawful software, materials or information; or
   (ii) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;

(f) disable or circumvent any access control or related process or procedure established with respect to the Services; or

(g) 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:

(a) this Agreement including any amendment thereto (and, with respect to Implementation Services, the Statement of Work);

(b) 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;

(c) 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;

(d) the results of any presentations or tests provided by the Contractor to the City; and

(e) 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:

(a) firstly, any written amendments to this Agreement mutually agreed upon by the parties;

(b) secondly, this Agreement;

(c) thirdly, the items described in subsection 2.4.1(b);

(d) fourthly, the items described in subsection 2.4.1(c).;

(e) fifthly, the items described in subsection 2.4.1(d); and

(f) sixthly, the items described in subsection 2.4.1(e).

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:

(a) restore and/or reconstruct any and all City Data lost by the City as a result of Disabling Code;

(b) furnish to City a corrected version of the Services without the presence of the Disabling Code; and

(c) as needed, re-implement the Services at no additional cost to the City.

2.8.4 The Contractor represents, warrants and agrees that:

(a) the Contractor has all intellectual property rights necessary to provide the Services to the City in accordance with the terms of this Agreement;

(b) 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;

(c) 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

(d) 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 As described in Appendix 11, the Contractor shall supply:

(a) 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;

(b) at no additional cost interface softwares that are developed by the Contractor for interfacing the Services to other software products; and

(c) 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 as described in Appendix 11. 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 that 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:

(a) 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

(b) 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 five (5) years 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 two (2) years (the "**First Renewal Term**") by giving written notice to the Contractor at any time prior to one hundred and eighty (180) days before the end of the Initial Term.

The City shall have the option, subject to having obtained all necessary approvals, to renew this Agreement for a further period of two (2) years (the "**Second Renewal Term**") by giving written notice to the Contractor at any time prior to one hundred and eighty (180) days before the end of the First Renewal 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 (210) 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:

(i) an invoice number;
(ii) the Contractor's name, address and telephone number;
(iii) the City's reference number for the Services, PO # _____;
(iv) description and date(s) of the Services;

(v) Contractor's price per hour for each item, multiplied by the number of hours used of each item, and total for each item;
(vi) taxes (if any);
(vii) other applicable charges (if any);
(viii) payment terms including any available prompt payment discounts;
(ix) grand total of the Invoice; and
(x) 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 electronically by email to: surreyinvoices@surrey.ca.

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:

(a) 15% of each payment due to the Contractor; or

(b) 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:

(a) 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

(b) 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 0 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 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, broad form products and completed operations, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury. The City and Surrey Police Services will be added as an additional insured for losses arising out of the operations of the Contractor; and

(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.

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. The insurer will endeavor to provide the City with 30 days advance written notice of cancellation. 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:

(a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;

(b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services; and

(d) 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

14.2.1 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 5 – Additional Work.

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:

(a) 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;

(b) 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;

(c) 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;

(d) 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;

(e) 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

(f) 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:

(a) type of media sanitized;

(b) description of sanitization process and method used;

(c) tool used for sanitization;

(d) verification method;

(e) date of sanitization; and

(f) 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:

(a) the nature of the unauthorized use or disclosure;

(b) the City Data used or disclosed;

(c) who made the unauthorized use or received the unauthorized disclosure (if known);

(d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

(e) 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:

(a) 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

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

18.2 If, during the performance of the Services, the Contractor has access to any personal information (as that term is defined in the *Freedom of Information and Protection of Privacy Act),* the Privacy Protection Schedule and Confidentiality Agreement attached to this agreement applies and forms a part of and is incorporated into this agreement.

18.3 Refer to Appendix 8 – Privacy Protection Schedule for additional information.

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

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

(a) 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;

(b) consult with the City regarding its response;

(c) 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

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

19.2 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 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 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:

(i) 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;

(ii) has made a general assignment for the benefit of its creditors; or

(iii) 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 or (i), (ii) or (iii) 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 (as agreed upon the Source Code Escrow Agreement) 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 owning 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.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

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: [Contact Name/Position Title]
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

28.10.1No 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

28.11.1This 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

28.12.1Neither 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.

28.12.2 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(ies):

_____
(Signature of Authorized Signatory)

_____
(Print Name and Position of Authorized Signatory)

_____
(Signature of Authorized Signatory)

_____
(Print Name and Position of Authorized Signatory)

<<INSERT LEGAL NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

_____
(Legal Name of Contractor)

_____	_____
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
_____	_____
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory)

(APPENDICES 1 THROUGH 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 – SURREY POLICE SERVICE (SPS) WORKFORCE MANAGEMENT SOFTWARE 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;

APPENDIX 10 – LICENSE AGREEMENT; AND

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 Workforce Management Software production instance was subject to an Outage. If the Surrey Police Service (SPS) Workforce Management Software 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 Workforce Management Software availability, as measured by the Monthly Uptime Percentage for the Workforce Management Software 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 Workforce Management Software or to any other performance issues in regard to the Workforce Management Software 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 Surrey Police Service (SPS) Workforce Management Software 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 Surrey Police Service (SPS) Workforce Management Software;

(b) a reoccurring, temporary inability to use the Surrey Police Service (SPS) Workforce Management Software; or

(c) an inability to use the Surrey Police Service (SPS) Workforce Management Software 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 Surrey Police Service (SPS) Workforce Management Software 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 Surrey Police Service (SPS) Workforce Management Software 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. CAPACITY

4.1 The Contractor shall maintain the capacity of the production environment such that the Surrey Police Service (SPS) Workforce Management Software 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.

4.2 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.

5. DISASTER RECOVERY

5.1 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 denied access to the services for more than, subject to the availability of the underlying hosting service provider, five (5) hours in the event there is a disaster impacting the any Contractor infrastructure necessary to provide the Service.

5.2 All hosting infrastructure required to support the Surrey Police Service (SPS) Workforce Management Software (including without limitation parking rights servers, and application and data servers) is redundant and will not suffer a loss of service.

6. TECHNICAL SUPPORT

Defined in the Appendix 6.

7. SERVICE CREDITS

7.1 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%

7.2 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).

8. CREDIT REQUEST AND PAYMENT PROCEDURES

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

8.2 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;
- identify the relevant incident number recorded in the Contractor's Incident Management System.

8.3 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.

8.4 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 6.

8.5 The Contractor and the City will hold a yearly meeting of a Joint Performance Review. This committee, which will be composed of the <<insert contractor representative>>, the 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 Go Live Date, and to review the performance of the Contractor's support team for and only categorized incidents Priority 1 – Critical as defined in Appendix 6.

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **WORKFORCE MANAGEMENT SOFTWARE**

RFP Reference No.: **1220-031-2021-002**

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

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 – Workforce Management Software Requirements Response
Schedule C-4 – Proponent's Example Implementation Schedule; and
Schedule C-5 – Proponent's Financial Proposal:
    Schedule C-5-1 – Financial Worksheet (On-Premise); and/or
    Schedule C-5-2 – 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 _____, 2021**.**

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) 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: _____

_____

(vii) 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) **Letter of Introduction:** Provide an introduction to the Proponent, including a short description of the Proponent and their administrative team;

(ii) a narrative that illustrates an understanding of the City's requirements and Services and describing the proposed solution;

(iii) a general description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;

(iv)

(v) provide in detail how its proposed Solution meets the Workforce Management Software Requirements. Please complete **Workforce Management Software 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 1220-031-2021-002

(vi) **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.

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 Surrey Police Service (SPS) Workforce Management Software 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 (On-Premise) (Example)

2. Schedule C-5-2: Financial Worksheet (Cloud Computing) (Example)

Schedule C-5-1 and Schedule C-5-2 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 1220-031-2021-002

3. 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:

4. 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 – CONFIDENTIALITY AGREEMENT

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and _____ (the "Contractor") respecting Workforce Management Software, Request For Proposals #1220-031-2021-002 (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)

ATTACHMENT 2 – PRIVACY PROTECTION SCHEDULE

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

This Schedule forms part of the agreement between _____ (the "Public Body") and _____ (the "Contractor") respecting Request for Proposals #1220-031-2021-002 – Workforce Management Software (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.