



REQUEST FOR QUOTATIONS

Title: Fleet Management Services Automated Vehicle Locator (AVL)

Reference No.: 1220-040-2022-033

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: June 9th, 2022

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the “**City**”) invites contractors to provide a quotation on the form attached as Schedule B – Form of Quotation to Attachment 1 – Agreement – Goods and Services (the “**Quotation**”) for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services (the “**Goods and Services**”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the “**Contractor**”) should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

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

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving equipment functions properly so that the City receives the Quotation.

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

3. DATE

The City would prefer to receive Quotations on or before June 30th, 2022 (the “**Date**”).

4. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2022-033

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ, 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 RFQ, the

City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the “Websites”), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites for addenda. The only way this RFQ 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 RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including negotiation of amendments to Contractors’ prices in Schedule B to a Quotation, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. This RFQ does not commit the City in any way to select a Contractor 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 Quotations and to terminate this RFQ process.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods (if any) and perform the Services.

10. CONFLICT OF INTEREST

A Contractor should disclose in its Quotation 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.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors 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.

13. SIGNATURE

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation 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 Quotation on behalf of the corporation is submitted;
- (b) If the Contractor 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 Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

14. MULTIPLE PREFERRED CONTRACTORS

The City reserves the right and discretion to divide up the Goods, either by scope, geographic area, or other basis as the City may decide, and to select one or more preferred Contractors to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods. If the City exercises its discretion to divide up the Goods, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

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

15. ANTICIPATED QUANTITIES

The City reserves the right and discretion to place orders on quoted items during the duration of the term of the agreement as per Schedule B – Form of Quotation on an as per need basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.

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ATTACHMENT NO. 1 - DRAFT AGREEMENT – GOODS AND SERVICES



TECHNOLOGY AGREEMENT FOR SOFTWARE LICENSE AND SOFTWARE AS A SERVICE (SaaS)

BETWEEN

CITY OF SURREY

and

<<INSERT LEGAL NAME OF CONTRACTOR>>

for

FLEET MANAGEMENT SERVICES AUTOMATIC VEHICLE LOCATOR (AVL)

Reference No.: 1220-030-2022-033

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FLEET MANAGEMENT SERVICES AUTOMATIC VEHICLE LOCATOR (AVL)

This Agreement is dated for reference this _____ day of _____, 2022;

AGREEMENT No.: 1220-030-2022-033

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;

"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 _____, 202_, 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;

“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 2.8.4;

“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;

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

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

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

“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;

“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;

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

“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 Schedules

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

- (a) Appendix 1 – Scope of Services;
- (b) Appendix 1-A – Technical Requirements
- (c) Appendix 2 – Fees and Payment;
- (d) Appendix 3 – Time Schedule;
- (a) Appendix 4 – Key Personnel and Sub-Contractors;

- (b) Appendix 5 – Additional Work;
- (c) Appendix 6 – Service Levels;
- (d) Appendix 7 – Training Plan;
- (e) Appendix 8 – Privacy Protection Schedule;
- (f) Appendix 9 – Confidentiality Agreement;
- (g) Appendix 10 – License Agreement; and
- (h) 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 sell Hardware, license certain hosted Software, 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 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 Amendment of Services

2.2.1 The City may from time to time, by written notice to the Contractor, make changes in the scope of the Services.

2.2.2 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 Goods and 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;
- (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 Service Levels

2.6.1 Contractor represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services. Refer to Schedule B, Section B-1 – Service Level for service level details.

2.6.2 Contractor represents and warrants that the Services will be operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or Downtime percentage will be not more than .01%.

2.6.3 If the Services availability falls below 99.99% in any month, Contractor shall provide City with a credit of that month's bill for Services according to the table below.

AVAILABILITY PERCENTAGE	PERCENTAGE OF CREDIT
99.60% to 99.69%	10%
99.50% to 99.59%	20%
99.00% to 99.49%	30%
97.00% to 99.00%	50%
Below 97.00%	75%

2.6.4 Contractor shall provide City with any credits resulting from all unachieved service levels in the form of a check provided to City no later than the tenth (10th) business day of the month following the month in which the service levels was not achieved.

2.6.5 Contractor shall provide City with monthly reports documenting its compliance with the service levels detailed herein. Reports shall include, but not be limited to, providing the following information:

2.7 Training

2.7.1 Contractor shall provide City with training for the purposes of understanding and using the Services ("Training Services"). Training Services will be provided by Contractor as detailed below at no additional cost to City. Training Services will be provided by Contractor at City at mutually agreeable dates and times, but prior to the Effective Date of this Agreement.

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 City shall have the right to discontinue use of the Services for any reason and shall receive a full refund of all payments, for a period of ninety (90) calendar days after the Services Commencement Date (the "Warranty Period").

2.8.2 Services Warranty. Contractor represents and warrants that the Services provided to City under this Agreement shall conform to, be performed, function, and produce results substantially

in accordance with the Documentation. Contractor shall offer City warranty coverage equal to or greater than that offered by Contractor to any of its customers.

2.8.3 Contractor's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.

2.8.4 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"**).

2.8.5 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.

2.8.6 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.

2.8.7 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.

2.8.8 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. This warranty shall survive the expiration or termination of this Agreement.

2.8.9 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.

2.8.10 The Contractor warrants that all resolution and response times as described in Appendix 6 – Service Levels shall be adhered to.

2.8.11 Contractor represents and warrants and agrees that the Services and other fees stated herein are and shall be the lowest fees the Contractor charges any of its other customers. In any case where City fees are found to be higher, then the Contractor will provide City with a retroactive refund for any overpayment.

2.8.12 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. 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.

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

2.9 **Software Upgrades and Enhancements**

2.9.1 The Contractor shall supply:

- (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. 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 Pandemic Restrictions

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

- (a) notwithstanding the known existence of the Pandemic, Section 2.6 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to provide the Goods and perform the Services, but shall not be entitled to reimbursement of any costs;

- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 25 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Goods and Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Goods and Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Goods and Services.

3. TIME

3.1 Time is of the essence.

4. TERM

4.1 The Contractor will provide the Services for the period commencing on <Start Date> and terminating on <End Date> (the "Term").

4.2 The Term may be extended at the City's sole discretion for up to four (4) one (1) year periods. If the Term is extended, the provisions of the Agreement will remain in force except where amended in writing by the parties.

4.3 The Term may be extended at the City's sole discretion for up to four (4) one (1) year periods. If the Term is extended, the provisions of the Agreement will remain in force except where amended in writing by the parties.

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.

5.6 Compliance with Communicable Disease Plan

5.6.1 It is a material term of this agreement that the Consultant, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's Communicable Disease plan and requirements, including with respect to Consultant's personnel will perform a self-health assessment prior to beginning work each day on-site.

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.

7.1.2 Fees for a particular SaaS server will begin to accrue when the SaaS server is associated with the City's account.

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 Schedule

7.3.1 Implementation and Licensing fees will be paid 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 provided.

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 Resolution and Response Time Warranty

7.6.1 The Contractor warrants that all resolution and response times delineated below shall be adhered to as follows, as determined by the City’s project manager.

Service Level	Service Standard	Penalty
<p>Level 1: A “Critical” or “Level 1” error renders the software completely unusable or nearly unusable or introduces a high degree of operational risk. No workaround is available that would effectively meet the classification of a level 2 or lower. Until this error is resolved, the software usage is essentially halted.</p>	<p>The Contractor must respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution.</p> <p>The Contractor must assign Support or development personnel at the appropriate level to the problem for the problem’s expeditious resolution</p> <p>Response to First Call Time Limit – within two (2) hours.</p> <p>Resolution Time Limit – Contractor shall use best efforts to resolve within one (1) day.</p> <p>If the Contractor and City staff are working to resolve a Level 1 support issue at the time that normal support hours end, the Contractor’s support representatives must continue to work past the normal support hours to provide what assistance is needed at no additional cost to the City.</p>	<p>For not adhering to Response to First Call Time Limit, the City shall assess a 10%, per incident, penalty, based on the value of the annual support contract.</p> <p>For not adhering to the Resolution Time Limit, the City shall assess a 10%, per day, penalty, based on the value of the annual support contract.</p> <p>Level 1 penalty is to be applied against the support fees payments.</p>
<p>Level 2: A “High” or “level 2” error renders the software consistently unavailable or obstructed, and causes a moderate level of hindrance or</p>	<p>Response to First Call Time Limit – within four (4) business hours.</p>	<p>For not adhering to Response to First Call Time Limit, the City shall assess a 7.5%, per incident, penalty, based on</p>

Service Level	Service Standard	Penalty
<p>risk. Workarounds may be available, but use of the software or performance is acutely degraded and causes continuing operational risk. A moderate number of users are significantly impacted, but overall the software is operational and functional.</p>	<p>Resolution Time Limit – the Contractor shall use its best efforts to resolve within two (2) business days.</p>	<p>the value of the annual support contract.</p> <p>For not adhering to the Resolution Time Limit, the City shall assess a 7.5%, per day, penalty, based on the value of the annual support contract.</p> <p>Level 2 penalty is to be applied against the support fees payments.</p>
<p>Level 3: A “Low” or “Severity 3” error has a small degree of significance, or is a minor operational or configuration issue, or is a “one off” case. A “one off” case occurs when the error occurs infrequently and cannot be replicated easily. These are errors that do not impact the daily use of the software. A low error is something does not affect normal use, and can be accepted for a period of time, but user would eventually want to be fixed.</p>	<p>Response to First Call Time Limit – within one business day.</p> <p>Resolution Time Limit – the Contractor shall use its best efforts to resolve within three (3) business days.</p>	<p>For not adhering to Response to First Call Time Limit, the City shall assess a 5%, per incident, penalty, based on the value of the annual support contract.</p> <p>For not adhering to the Resolution Time Limit, the City shall assess a 5%, per day, penalty, based on the value of the annual support contract.</p> <p>Level 3 penalty is to be applied against the support fees payments.</p>

7.7 Non-Residents

7.7.1 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.

8.3 Notice of Defect

8.3.1 If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review Contractor's performance of the Services.

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.

9.3 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.

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

10. INSURANCE AND DAMAGES

10.1 Indemnity

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

10.2 Survival of Indemnity

10.2.1 The indemnity described in Section 10.1.1 and will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

10.3 Limitation of Liability

10.3.1 Neither party will be liable to the other for any indirect, incidental, special or consequential damages of any kind whatsoever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to City Data, loss of profits or of contracts, loss of business and loss of goodwill or anticipated savings, even if the party has been notified of the possibility thereof or could have foreseen such claims. The entire 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.

10.4 Contractor's Insurance Policies

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees, agents and personnel. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to, premises and operators' liability, broad form products and completed operations, owners and the Contractor's protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as an additional insured;
- (b) professional errors and omissions insurance in an amount not less than one million (\$1,000,000) 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) 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. "City of Surrey", shall be endorsed as an Additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by "City of Surrey".

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 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.

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 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.

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;
- (c) set-off the total cost of completing the Services incurred by the City against any amount owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
- (a) 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.

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 **Security Incident or Data Breach Notification**

The Contractor shall inform the City of any Security Incident or data breach.

- (a) Incident Response: The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the City should be handled on an urgent as-needed basis, as part of the Contractors communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement;
- (b) Security Incident Reporting Requirements: The Contractor shall report a Security Incident to the City contact identified in this Agreement immediately; and
- (c) Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the Contractor shall **(1)** notify the appropriate City contact(s) within 24 hours or sooner, unless shorter time is required by applicable law, and **(2)** take commercially reasonable measures to address the data breach in a timely manner.

15.5 **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.

15.6 **City Data Ownership**

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

15.7 **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;
- (a) 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
- (b) 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 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 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.

15.8 **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, 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 Consultant 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 Consultant 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 an escrow agent will be borne by the City.

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

25.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the 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 owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

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 – Engineering Operations
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

28.10.1 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

28.11 **Signature**

28.11.1 This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

28.12 **Force Majeure**

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

28.12.2 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.

- END OF PAGE -

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)

<<INSERT LEGAL NAME OF CONTRACTOR>>

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

PROJECT TITLE: Supply and Delivery of AVL Services

PROJECT No.: 1220-040-2022-033

1. GENERAL DESCRIPTION

The intent of this specification, is for the supply of services, support, and components to maintain the City's Geotab Automatic Vehicle Location (AVL) System. The City currently operates approximately four hundred (400) vehicles with an AVL system installed. Currently the City uses the system to locate and track vehicles, and to monitor and track our winter maintenance snow route completion reporting. The system is also used to identify historical vehicle data.

The Contractor shall provide details of the service, support, and components including a monthly service plan including cellular data pricing. All licenses required to operate the goods and services will be provided as part of the quotation

2. DELIVERY

The equipment shall be delivered F.O.B. Destination, Freight Prepaid to the City of Surrey in first class operating condition. If the Contractor must hold equipment until such a time that the City, at its sole discretion, requires them, the Contractor will store the equipment at no additional cost to the City.

3. TITLE, RISK OF LOSS, FREIGHT

Title of goods received under a purchase order agreement shall remain with the Contractor until they are delivered to the City's Works Yard, 6645 – 148th St., Surrey, BC at which time title passes to the City of Surrey. The Contractor will bear all risks of loss, theft, injury, or destruction or damage of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction or damage shall not release the Contractor from any obligations under.

4. OPTIONAL ITEMS

The City of Surrey may choose, at its sole discretion, to add any or all of the optional items to this purchase. Contractor shall provide on a cover letter with a list of options and prices.

5. INSPECTION/DELIVERY

Each Contractor must state in their submission the guaranteed delivery date in number of calendar days from the date after receipt of order (ARO).

The item(s) specified, with packing slips/delivery slips and/or other required documents are to be delivered F.O.B. Destination, full freight prepaid to:

City of Surrey
Fleet Services
6645 – 148th Street

Surrey, BC V3S 3C7

Attention: Keith Sharp, Fleet & Garage Manager

The Contractor is to notify the City's Fleet Services Department, not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. An authorized representative of the Seller is to supervise delivery and off-loading to the City. The City will not assume any liability for vehicle/equipment delivered to an unauthorized location.

Documentation at time of Delivery:

Seller is to provide the following documentation upon delivery:

- Copy of Purchase Order and Original Invoice(s).
- Warranty Policy(ies) and/or certifications as may be required in the Specifications.
- Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications.

Each unit is to be delivered clean and shall be complete with all equipment operable. The unit(s) will be inspected by the City before delivery to determine compliance with the specifications and/or to test its ability to perform its intended use.

The Contractor will be responsible for securing any and all inspections required by law, including B.C. Provincial Inspection stickers. Any fee charged for these inspections will be the responsibility of the Contractor.

6. UNSUITABLE EQUIPMENT

Quotations will not be considered for vehicles that have previously failed to perform satisfactorily or from Contractors who have a history of performance problems with the City.

7. MANUFACTURER'S WARRANTY

The Contractor will be required to furnish a warranty by the manufacturer that the equipment Quotation on is suitable for the service intended, in accordance with the specifications defined herein. The Contractor shall agree to replace and install without charge [including all labour], within the scope of the warranty, any defective part or any parts that are determined by the City not to be suitable for the service intended.

The warranty period will go into effect at the time the vehicle is placed into service by the City. Contractors are to include a complete warranty statement with their Quotation.

8. REJECTIONS

All materials or equipment shall be subject to inspection or test and shall meet the approval of the Fleet & Garage Manager and his decision shall be final and binding upon all parties. Such inspection, at the option of the City, may be carried out at the place of business of the Contractor and the Contractor shall assist the Fleet & Garage Manager, or his designate in the performance of his duties.

Should materials or equipment be defective in quality of workmanship or otherwise fail to conform to the specifications set forth, the Fleet & Garage Manager shall have the right to reject them or require their immediate correction.

Materials or equipment requiring correction shall be removed for correction or corrected in place as requested by the Fleet & Garage Manager at no expense to the City. Unavoidable expense encountered by the City shall be chargeable to the Contractor and deductible from any monies owing the Contractor by the City.

If the Contractor fails to take proper action promptly when requested by the Manager, Fleet & Garage, the City may replace or correct materials as necessary and charge the cost of such replacement to the Contractor or the City may terminate the Agreement as provided for herein.

APPENDIX 1-A – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The specification herein states the requirements of the City of Surrey. All Quotations must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

17. General Requirements

Preferred Specifications	
A	General Requirements
1.	The Contractor shall be a Geotab affiliated service provider.
2.	<p>The Contractor shall work with Geotab to continue to offer a wide variety of AVL solutions to meet the needs from simple tracking, through to a complex on-board system integration (i.e. spreader controllers) in order to accommodate the various business requirements for the wide range of vehicles in the City of Surrey fleet. The types of desired units are listed below but should not be limited to:</p> <ol style="list-style-type: none"> 1. Asset Tracking AVL Unit: Providing one to two location transmissions per day to locate field assets, such as portable message signs, generators, and other type of equipment left outside of equipment facilities. 2. Light Duty Vehicle AVL Unit: Providing location, bread crumb trails, and engine/vehicle diagnostics data available from the vehicle. 3. Standard AVL Control Unit (with on-board systems integration functionality): Unit must at a minimum be able to interface to five (5) digital sensor inputs, two (2) dedicated outputs.
3.	The Geotab components must be installed to operate in field conditions experienced in the daily operation of all fleet vehicles & equipment involved in the City of Surrey winter maintenance operation. The types of vehicles to be supplied with Automatic Vehicle Location (AVL) units are trucks with snowplows and salt spreaders, sidewalk plows, patrol vehicles, service vehicles and contraction equipment (loaders, backhoes, excavators, farm tractors, etc.).
4.	The Contractor will install Geotab control units in a securely mounted manner inside the vehicle's cab and must operate on vehicles electric power (12V or 24V). For unit(s) without a cab, the units must be securely mounted in a suitable place that protects from the elements and tampering.
5.	The antenna must be suitable for all equipment mounting (i.e. permanent or magnetic mount) and a suitable cable in varying lengths must be provided.
6.	<p>The Contractor will supply the following components and pricing as required:</p> <ol style="list-style-type: none"> 1. GO9-LTEROG Device 2. IOX-WRKS harness for spreader controller 3. SPR-Installbag installation bag 4. HRN-GS16K2 harness for GO9 device 5. T-Type Diagnostic Harness <p>With technology advances the items mentioned above maybe superseded, the Contractor is expected to keep abreast technology changes and work with city and Geotab to ensure the city has the appropriate components to meets it AVL requirements.</p>
7.	<p>The Contractor shall provide monthly services plan for:</p> <ol style="list-style-type: none"> 1. Geotab ProPlus Public Works Plan 2. Geotab ProPlus Plan 3. Geotab Pro Plan 4. Geotab Base Plan 5. Installation fees <ol style="list-style-type: none"> 5.1 Standard install 5.2 Winter operations vehicle install 6. Repairs and maintenance 7. Service call

	<p>8. After hours/emergency service call rate Any fees associated with using Contractors help desk</p>
8.	<p>As part of an install the Contractor may also be required to supply, install additional discrete sensor integrations, which may include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Front Plow Up/Down; 2. Belly Plow Up/Down; 3. Spreader On/Off; 4. Anti-ice On/Off 5. Lights On/Off; 6. Road Temperature 7. PTO Sensors; and 8. In-Vehicle and Remote Panic Buttons.
9.	<p>Winter Data: the system shall also be able to integrate to other salt spread control systems such as:</p> <ol style="list-style-type: none"> 1. CompuSpread (230, 440, 550) 2. Dickey John (Control Point, Flex 4) 3. Epoke 4. Cirus (DualSpread, SpreadSmart) 5. Force America (5100, 6100) 6. Component Tech (GL-400, ACS) 7. Schmidt-Stratos 8. Accucast 9. IQAN
10.	<p>For all winter maintenance vehicles, the data should be collected, stored and reported whenever a change to any of the following fields occurs:</p> <ol style="list-style-type: none"> 1. solid material type (e.g. salt), 2. solid material spread rate, 3. solid material spread width, 4. gate setting, 5. blast on/off, 6. pause on/off, 7. liquid material spread rate, 8. prewet on/off, 9. error status <p>*Depending on the availability for the spreader controller.*</p>
11.	The system must be accessible from a variety of desktop browsers and mobile devices.
12.	The Contractor must provide an option to place devices on seasonal summer standby mode.
13.	The Contractor must have GPS/AVL experience with Winter Operations and Fleet Management Reporting.
14.	The Contractor must be able to operate over the Rogers cellular network or indicate all alternative cellular carrier networks it supports operating over.
B Administration & Security Requirements	
1.	<p>The Contractor shall work with Geotab to ensure:</p> <ol style="list-style-type: none"> 1. System access must require user authentication of username and password. 2. The user interface shall present vehicles and permissions provisioned according to the user logged in. 3. The system must support multiple authorizations simultaneously from multiple locations. 4. Each vehicle on the map should have a unique identifier as determined by the City of Surrey. 5. All data collected and data transferred shall be secured from unauthorized access 6. The list of authorized users shall be determined by the City of Surrey. 7. System must support provisioning and administration of multiple users and groups of users. 8. The system must provide an option for secure socket layer authentication (SSL/HTTPS). 9. The forward-facing website (Citizen Insight platform) is functioning and updated as necessary

C	Ongoing Support and Service Levels
1.	The Contractor must have a Technical Support Centre to provide support for end-users. Contractor must provide locations of Technical Support offices, ideally in the Lower Mainland, and be available 24/7/365
2.	The Contractor shall provide a process of how calls/issues are escalated to Geotab should the Contractor need to.
3.	The Contractor shall provide details of a training plan. The training should cover but not limited to: <ul style="list-style-type: none"> 1. New users to the system 2. Training for system enhancements 3. Refresher training
4.	The Contractor will have a process and support capabilities to make changes and updates to the winter maintenance routes, and route completion data
5.	The Contractor shall have a documented Service Level Agreement. Please provide a copy.
6.	The Contractor will have an in-house software develop team – provide details
7.	Please provide value add options as part of your response
8.	The Contractor shall provide their company policy regarding Privacy and Data Security

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SCHEDULE B - QUOTATION

RFQ Title: Fleet Management Services Automatic Vehicle Locator (AVL)

RFQ No: 1220-040-2022-033

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services:**
1. 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 _____;
 2. Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
 3. Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Standard Certificate of Insurance](#);
 - (d) City of Surrey or Intermunicipal Business License: Number _____;
 - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
 - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Requested Departure(s):

Please State Reason for the Departure(s):

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s)

Please State Reason for the Departure(s):

Fees and Payments

8. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

All prices submitted shall be for the entire equipment described in Schedule A with options shown separately, where permitted.

Prices shall be shown on the Quotation form with GST/PST, Environmental Taxes and Levies. The Contractor shall state the length of time that submitted price(s) will be held firm effective from the closing date.

Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage fees, royalties, handling charges, overhead, profit and all other costs included.

Fluctuations in GST/PST or Environmental Tax Rates will be allowed.

F.O.B. Destination Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
Item #	Specifications / Description	Amount
	Hardware	
1	GO9-LTEROG Device	\$
2	IOX-WRKS Harness for Spreader Controller	\$
3	SPR-INSTALLBAG Installation Bag	\$
4	HRN-GS16K2 Harness for GO9 Device	\$
5	T-Type Diagnostic Harness	\$
	Installation	
6	Standard Installation Cost per Unit	\$
7	Winter Operation Vehicles Installation Cost	\$
	Fees	
8	Activation Fees per Unit	\$
9	Service Fees per Month (All licensing costs are to be covered as part of the service fee) 4. Geotab ProPlus Public Works Plan 5. Geotab ProPlus Plan 6. Geotab Pro Plan 7. Geotab Base Plan	\$ \$ \$ \$
10	Data Fees per Month	\$
11	Report Fees per Month	\$
	Service Calls	
	Service Call Rate	

F.O.B. Destination Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.	Ship Via:
Item #	Specifications / Description	Amount
	After Hours Service Call Rate	
	Training	\$
	Other:	\$
	_____	\$
	_____	\$
		Subtotal: \$
		GST 5%: \$
CURRENCY: Canadian		QUOTATION PRICE: \$

Manufacturer's Warranty: State Warranty _____

Warranty repairs shall be performed at _____

Time Schedule:

10. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

The completed unit shall be delivered within _____ days after receipt of purchase order.

Experience, Reputation and Resources:

11. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

12. Contractor's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

13. Contractors should identify and provide the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____

- 14. Contractors should provide details regarding their in-house software development team. (Please add as additional pages)
- 15. Contractors should identify and provide the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

Supporting Documentation (Please add as additional pages):

- 16. Contractors should provide a detailed training plan.
- 17. Contractors should provide a copy of their Service Level Agreement.
- 18. Contractors should present any value add options in addition to the Goods and Services specified in Schedule A and Schedule A-1.
- 18. Contractors should provide official documentation relating to privacy and data Security, confidentiality, licensing and support services.
- 19. Contractors must complete Schedule B-1 – Technical Specifications Worksheet and submit the worksheet with this quotation.

Signature

- 20. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 202_.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE B-1 - TECHNICAL SPECIFICATIONS WORKSHEET

Preferred Specifications		Yes/No	Contractors' Specifications of Equipment offered
A	General Requirements		
1.	The Contractor shall be a Geotab affiliated service provider.		
2.	<p>The Contractor shall work with Geotab to continue to offer a wide variety of AVL solutions to meet the needs from simple tracking, through to a complex on-board system integration (i.e. spreader controllers) in order to accommodate the various business requirements for the wide range of vehicles in the City of Surrey fleet. The types of desired units are listed below but should not be limited to:</p> <ol style="list-style-type: none"> 1. Asset Tracking AVL Unit: Providing one to two location transmissions per day to locate field assets, such as portable message signs, generators, and other type of equipment left outside of equipment facilities. 2. Light Duty Vehicle AVL Unit: Providing location, bread crumb trails, and engine/vehicle diagnostics data available from the vehicle. 3. Standard AVL Control Unit (with on-board systems integration functionality): Unit must at a minimum be able to interface to five (5) digital sensor inputs, two (2) dedicated outputs. 		
3.	The Geotab components must be installed to operate in field conditions experienced in the daily operation of all fleet vehicles & equipment involved in the City of Surrey winter maintenance operation. The types of vehicles to be supplied with Automatic Vehicle Location (AVL) units are trucks with snowplows and salt spreaders, sidewalk plows, patrol vehicles, service vehicles and contraction equipment (loaders, backhoes, excavators, farm tractors, etc.).		
4.	The Contractor will install Geotab control units in a securely mounted manner inside the vehicle's cab and must operate on vehicles electric power (12V or 24V). For unit(s) without a cab, the units must be securely mounted in a suitable place that protects from the elements and tampering.		
5.	The antenna must be suitable for all equipment mounting (i.e. permanent or magnetic mount) and a suitable cable in varying lengths must be provided.		
6.	<p>The Contractor will supply the following components and pricing as required:</p> <ol style="list-style-type: none"> 1. GO9-LTEROG Device 2. IOX-WRKS harness for spreader controller 3. SPR-Installbag installation bag 4. HRN-GS16K2 harness for GO9 device 5. T-Type Diagnostic Harness <p>With technology advances the items mentioned above maybe superseded, the Contractor is expected to keep abreast technology changes and work with city and</p>		

Preferred Specifications	Yes/No	Contractors' Specifications of Equipment offered
Geotab to ensure the city has the appropriate components to meets it AVL requirements.		
7. The Contractor shall provide monthly services plan for: <ol style="list-style-type: none"> 1. Geotab ProPlus Public Works Plan 2. Geotab ProPlus Plan 3. Geotab Pro Plan 4. Geotab Base Plan 5. Installation fees <ol style="list-style-type: none"> 5.1 Standard install 5.2 Winter operations vehicle install 6. Repairs and maintenance 7. Service call 8. After hours/emergency service call rate Any fees associated with using Contractors help desk		
8. As part of an install the Contractor may also be required to supply, install additional discrete sensor integrations, which may include, but not be limited to: <ol style="list-style-type: none"> 1. Front Plow Up/Down; 2. Belly Plow Up/Down; 3. Spreader On/Off; 4. Anti-ice On/Off 5. Lights On/Off; 6. Road Temperature 7. PTO Sensors; and 8. In-Vehicle and Remote Panic Buttons. 		
9. Winter Data: the system shall also be able to integrate to other salt spread control systems such as: <ol style="list-style-type: none"> 1. CompuSpread (230, 440, 550) 2. Dickey John (Control Point, Flex 4) 3. Epoke 4. Cirus (DualSpread, SpreadSmart) 5. Force America (5100, 6100) 6. Component Tech (GL-400, ACS) 7. Schmidt-Stratos 8. Accucast 9. IQAN 		
10. For all winter maintenance vehicles, the data should be collected, stored and reported whenever a change to any of the following fields occurs: <ol style="list-style-type: none"> 1. solid material type (e.g. salt), 2. solid material spread rate, 3. solid material spread width, 4. gate setting, 5. blast on/off, 6. pause on/off, 7. liquid material spread rate, 8. prewet on/off, 9. error status *Depending on the availability for the spreader controller.*		
11. The system must be accessible from a variety of desktop browsers and mobile devices.		

Preferred Specifications		Yes/No	Contractors' Specifications of Equipment offered
12.	The Contractor must provide an option to place devices on seasonal summer standby mode.		
13.	The Contractor must have GPS/AVL experience with Winter Operations and Fleet Management Reporting.		
14.	The Contractor must be able to operate over the Rogers cellular network or indicate all alternative cellular carrier networks it supports operating over.		
B Administration & Security Requirements			
1.	<p>The Contractor shall work with Geotab to ensure:</p> <ol style="list-style-type: none"> 1. System access must require user authentication of username and password. 2. The user interface shall present vehicles and permissions provisioned according to the user logged in. 3. The system must support multiple authorizations simultaneously from multiple locations. 4. Each vehicle on the map should have a unique identifier as determined by the City of Surrey. 5. All data collected and data transferred shall be secured from unauthorized access 6. The list of authorized users shall be determined by the City of Surrey. 7. System must support provisioning and administration of multiple users and groups of users. 8. The system must provide an option for secure socket layer authentication (SSL/HTTPS). 9. The forward-facing website (Citizen Insight platform) is functioning and updated as necessary 		
C Ongoing Support and Service Levels			
1.	The Contractor must have a Technical Support Centre to provide support for end-users. Contractor must provide locations of Technical Support offices, ideally in the Lower Mainland, and be available 24/7/365		
2.	The Contractor shall provide a process of how calls/issues are escalated to Geotab should the Contractor need to.		
3.	<p>The Contractor shall provide details of a training plan. The training should cover but not limited to:</p> <ol style="list-style-type: none"> 1. New users to the system 2. Training for system enhancements 3. Refresher training 		
4.	The Contractor will have a process and support capabilities to make changes and updates to the winter maintenance routes, and route completion data		
5.	The Contractor shall have a documented Service Level Agreement. Please provide a copy.		
6.	The Contractor will have an in-house software develop team – provide details		
7.	Please provide value add options as part of your response		

Preferred Specifications		Yes/No	Contractors' Specifications of Equipment offered
8.	The Contractor shall provide their company policy regarding Privacy and Data Security		