



## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS**

**Title:** **Consultant Services - Electronic Content Management (ECM)  
Program – Migration to SharePoint**

**Reference No.:** 1220-060-2019-015

(General Services)

Issue Date: August 30, 2019

# REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

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## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)**

### **1. INTRODUCTION**

The City of Surrey (the “City”) invites applicants to submit an application on the form attached as Schedule B (the “Application”) for the supply of the goods (if any) and services described in Schedule A (the “Services”). The description of the Services sets out the minimum requirements of the City. A person that submits an Application (the “Applicant”) should prepare an Application 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. NATURE OF A STANDING OFFER AGREEMENT**

It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Services specified in the Order and the Applicant agrees to provide those Services. The parties agree that the City may not place any orders for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Services from any other source.

Based on the review of the RFA-SOA responses the City intends to establish a list of qualified consultants (preferably three) who, on an “as, if and when requested” basis, may be contacted directly, or asked to compete, to enter into a Standing Offer for provision of the Services described in Schedule A.

### **3. ADDRESS FOR DELIVERY**

The Application should be labelled with the Applicant’s name, RFA-SOA title and number. An Application should be submitted in the form attached to this RFA-SOA as Schedule B.

The Applicant may submit an Application either by email or in a hard copy, as follows:

#### **(a) Email**

If the Applicant chooses to submit by email, the Applicant should submit the Application electronically in a single pdf file and must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

PDF emailed Applications are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Applicants should phone to confirm receipt. An Applicant bears all risk that the City’s computer equipment functions properly so that the City receives the Application.

**(b) Hard Copy**

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

Name: Richard D. Oppelt, Manager, Procurement Services  
at the following location:  
Address: Surrey City Hall  
Finance Department – Procurement Services Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8, Canada,

In case of any conflict between the original Application and the copies, then the original Application will be deemed to be the correct copy.

In an Applicant submits both a hard and an electronic copy of its Application, then the City may refer only to the electronic copy for the purpose of evaluation, except if for any reason, the electronic copy is in whole or in part unreadable, then the hard copy will be deemed to be the correct copy.

**4. DATE**

The City would prefer to receive Applications on or before **September 24, 2019**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

**5. INQUIRIES**

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

Name: Richard D. Oppelt, Manager, Procurement Services  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-060-2019-015

**6. ADDENDA**

If the City determines that an amendment is required to this RFA-SOA, the City will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form part of this RFA-SOA. It is the responsibility of Applicants to check the BC Bid Website and the City Website for addenda. The only way this RFA-SOA 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 RFA-SOA or may be relied upon by any Applicant. By delivery of an Application, Applicant is deemed to have received, accepted and understood the entire RFA-SOA including, any and all addenda.

## **7. FORM OF APPLICATION**

- (a) An Application should be labelled with the Applicant's name, RFA-SOA title and number.
- (b) To facilitate the evaluation of Applications, an Application should be submitted in the form attached to this RFA-SOA as Schedule B – Application, including with respect to section numbering. All parts, pages, figures, and tables set out in the Application should be numbered and labelled clearly.
- (c) An Applicant should include in its Application a full response to each question or request for information set out in the RFA-SOA, having regard to the form set out in Schedule B – Application.
- (d) The description of the Services as described in Schedule A – Scope of Services to Attachment 1 – Agreement – Services sets out the minimum requirements of the City. Without limiting the generality of the foregoing, an Applicant should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include goods and services, or terms that exceed the minimum requirements.

## **8. APPLICATION PRICE**

The prices set out in the Applicant's Application will, applied in accordance with the terms as set out in Attachment 1 – Agreement – Services, represent the entire cost to the City for the complete performance of the Services, exclusive only of GST. The aggregate of such prices (collectively, the "Application Price") will be the Applicant's total price for the complete performance of the Services. The Application Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the performance of the Services, including all items which, while not specifically listed, are included in the performance of the Services specifically or by necessary inference from the terms as set out in Attachment 1 – Agreement – Services;
- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Applicant's profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the supply and delivery of the Services and the performance of the warranty obligations as described in Attachment 1 – Agreement – Services.

Without limiting the generality of the foregoing, the Application Price will be deemed to include all parts for body and chassis which are necessary in order to provide a complete unit, ready for operation, which conforms in strength, quality of workmanship, and materials to that which is usually provided by the trade in general.

## **9. SIGNATURE**

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

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

## **10. APPLICANT'S REPRESENTATIONS**

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply and deliver the Services and to perform the warranty obligations as described in the Attachment 1 – Agreement – Services.

## **11. EVALUATION TEAM**

The evaluation of Applications to identify a preferred Applicant (the “Preferred Applicant” or “Preferred Applicants”) will be carried out by a team of one or more persons appointed by the City (the “Evaluation Team”). The Evaluation Team may be assisted by other persons as the Evaluation Team may determine it requires, including technical, financial, legal and other advisors or employees of the City.

## **12. EVALUATION CRITERIA**

The Evaluation Team will compare and evaluate the Applications to identify the Application(s) which the Evaluation Team judges to be the most advantageous to the City by applying the following evaluation criteria:

- (a) Technical;
- (b) Experience, Reputation and Resources; and
- (c) Financial

It is anticipated that the Application that is evaluated to have the highest weighting will be selected as the Preferred Applicant, but the City reserves the right for the Evaluation Team to decline to recommend any Applicant which the Evaluation Team, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to the City as compared to another Applicant, considering any relevant factors, including an Applicant’s financial resources, safety record, claims and litigation history, work history and environmental record.

## **13. EVALUATION PROCESS**

To assist in evaluation of Applications, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Applicant, and any subcontractors proposed in the Application, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Applications;
- (b) seek clarification or additional information from any, some, or all Applicants with respect to their Applications, and consider and rely on such supplementary information in the evaluation of Applications;
- (c) request interviews/presentations with any, some, or all Applications to clarify any questions or considerations based on the information included in Applications, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Applications; and
- (d) seek confirmation that the inclusion of any personal information about an individual in an Application has been consented to by that individual.

The Evaluation Team is not obligated to complete a detailed evaluation of all Applications and may, after completing a preliminary review of all Applications, identify and drop from any detailed evaluation any Applicant which, when compared to the other Applicants, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Applicant.

#### **14. RESERVATION OF RIGHTS**

Notwithstanding any other provision in this RFA-SOA:

- (a) The City need not necessarily consider the Application with the lowest Application Price, or any Application, and the City reserves the right to reject any and all Applications at any time, or cancel the RFA-SOA process, without further explanation, and to accept any Application the City considers to be in any way advantageous to it.
- (b) The City's acceptance of any Application is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Services.
- (c) Each Applicant, by submitting an Application, irrevocably:
  - (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Applicant in preparing its Application for any matter relating directly or indirectly to this RFA-SOA (including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally

breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA); and

- (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Applicant and the City is entered into for the supply and delivery of the Services for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA.

- (d) If the City considers that all Applications are priced too high, it may reject them all.

## **15. SELECTION AND NEGOTIATION**

The Evaluation Team will recommend to the City the Application that it determines is most advantageous in accordance with this RFA-SOA. The City may accept or reject the Evaluation Team's recommendation.

The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – Agreement – Services and Schedules A and B and including prices.

If the City selects a Preferred Applicant, then such Preferred Applicant will use good faith commercial efforts to negotiate and enter into a contract with the City. During negotiations the City may:

- (a) negotiate any aspect of a Preferred Applicant's Application, including reductions in the prices as set out in the Preferred Applicant's Application;
- (b) negotiate the incorporation of the Preferred Applicant's suggested amendments to the Agreement as may be included in its Application; and
- (c) negotiate terms and conditions different than those contained in the RFA-SOA and other documents referred to in the RFA-SOA, the Application or both, and
- (d) if at any time the City reasonably forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time, give the Preferred Applicant written notice to terminate discussions, in which event the City may then either open discussions with another Applicant or terminate this RFA-SOA in whole or in part and obtain the supply and delivery of the Services in some other manner, or not at all.

The City has no duty or obligation to advise any other Applicants or to allow them to modify their Applications, and the City will have no liability to any Applicant as a result of such negotiations or modifications.

The City may, at its sole discretion, require the Preferred Applicant to attend and participate in a pre-award meeting prior to award, the purpose of which will be to confirm project details and expectations of the City.



**16. NO AGREEMENT**

This RFA-SOA is simply an invitation for Applications (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFA-SOA or the submission of Applications. The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – Standing Offer Agreement – Services, Schedule A – Scope of Services to Attachment 1 and Schedule B – Application For A Standing Offer Agreement to Attachment 1 – Standing Offer Agreement – Services of the RFA-SOA including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

**17. LIMITATION OF CITY LIABILITY**

Notwithstanding anything to the contrary contained in the RFA-SOA or any other document, material or communication made available to Applicants by the City or its representatives in connection with this RFA-SOA, the City accepts no responsibility or liability for the accuracy or completeness of this RFA-SOA (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the City (including through the City Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any Applicant or any other person on this RFA-SOA or any such information as is described in this paragraph is solely that of each Contractor.

**18. APPLICANT'S EXPENSES**

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFA-SOA. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this RFA-SOA.

**19. CONFLICT OF INTEREST**

An Applicant must disclose in its Application 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.

**20. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONTRACTORS**

Applicants and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFA-SOA, other than the contact person named in Section 3 of this RFA-SOA, at any time prior to the award of a Standing Offer or the cancellation of this RFA-SOA.

## **21. CONFIDENTIALITY**

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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.

## **22. MULTIPLE APPLICANTS**

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Applicants to enter into discussions with the City for one or more agreements to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFA-SOA and the basis of Applications.

In addition to any other provision of this RFA-SOA Applications may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more agreements with one or more Contractors.

## ATTACHMENT 1 – STANDING OFFER AGREEMENT – SERVICES


### Consultant Services, Electronic Content Management (ECM) Program – Migration to SharePoint

AGREEMENT No.: 1220-060-2019-015

#### BETWEEN:

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

#### AND:

 *Insert Full Legal Name and Address of Consultant*  
(the “Consultant”)

**WHEREAS** the City wishes to engage the Consultant to provide Services in connection with

### Consultant Services, Electronic Content Management (ECM) Program – Migration to SharePoint

**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 Applicant agree as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 In these General Terms and Conditions:

- (a) “Agreement” has the meaning set out in Section 1.2;
- (b) “Application” means the application for a Standing Offer attached as Schedule B;
- (c) “City” means the City of Surrey;
- (d) “Consultant” means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
- (e) “Fees” has the meaning set out in Section 5;
- (f) “Order” means a written order executed by the City for specified Services;
- (g) “RFA-SOA means the Request For Applications For Standing Offer Agreements;
- (h) “Services” means any portion of the services as described generally in Schedule A that the City requests that the Consultant provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement; and
- (i) “Standing Offer” means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 2.1.

- 1.2 This Agreement consists of all of the documents listed below and may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) Order;
  - (b) this Agreement;
  - (c) the scope of Services set out in Schedule A of the Request;
  - (d) the Application;
  - (e) the Request; and
  - (f) other terms, if any, that are agreed to by the parties in writing.

## **2. NATURE OF AGREEMENT**

- 2.1. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Services specified in the Order and the Applicant agrees to provide those Services. The parties agree that the City may not place any orders for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Services from any other source.

## **3. SERVICES**

- 3.1 The Consultant covenants and agrees that it will, if ordered by the City, perform the Services in accordance with this Agreement. The Services provided will meet the specifications set out in the Order, Schedule A and Schedule A-1 of the Request and as described in the Application.
- 3.2 The City may from time to time, by written notice to the Consultant, make changes in the scope of Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in the Application.
- 3.3 The Consultant will, if required in writing by the City, provide additional services as may be listed in the Application. The terms of this Agreement will apply to any additional services, and the fees for additional services will generally correspond to the fees as described in the Application. The Consultant will not provide any additional services in excess of the Services ordered in writing by the City.
- 3.4 The Consultant 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 Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Services.
- 3.5 The Consultant will deliver the Services free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Consultant's failure to meet this condition, the Consultant will, on written notice from the City, forthwith return all

monies paid by the City on account of the Services and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Consultant will be liable for any and all expenses or losses incurred by the City resulting from such failure.

#### **4. TIME**

- 4.1 The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods as agreed to in writing by the City and the Consultant. The Consultant agrees to provide the Services in accordance with the time schedule indicated in the Order. If at any time the Consultant discovers that the time schedule cannot be met it will immediately advise the City in writing and propose a revised time schedule for approval by the City representative.

#### **5. FEES**

- 5.1 The City will pay to the Consultant the fees as set out in this Agreement (the “**Fees**”). Payment by the City of the Fees will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City.
- 5.2 The Fees will be the entire compensation owing to the Consultant for the complete performance of the Consultant’s obligations under this Agreement and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation and delivery, overhead, financing and all other costs and expenses whatsoever incurred by the Consultant in performing the Services.
- 5.3 For greater certainty, costs of general management, non-technical supporting services, all insurance, import duties and taxes, brokerage, royalties, handling, general overhead, profit and all other charges are included in the Fees.
- 5.4 If the Consultant does not have an office in Canada and does not provide to the City a waiver of regulation letter, the City will withhold the 15% withholding tax deduction from all payments in accordance with Article XII, Canada – United States Income Tax Convention, 1980.

#### **6. PAYMENT**

- 6.1 Subject to any contrary provisions set out in Schedule B, the Consultant will submit invoice to the City requesting payment of the portion of the Fees relating to the Services provided. Invoices must include the Consultant's name, address and telephone number, the City's purchase order number **P.O. # \_\_\_\_\_**, the Consultant's invoice number, the names, charge-out rates and number of hours worked of all employees of the Consultant that have performed Services; the percentage of Services completed; the total budget for the Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Consultant.

- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City; and
- 6.4 If the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
- 6.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Consultants. Electing to participate in this program will allow Consultants to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 6.6 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

### **SUBMITTING YOUR ELECTRONIC INVOICE**

Please send electronic invoices to the City of Surrey by email to [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)

In order to process your payment, the following submission guidelines must be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>\_<Invoice Number> include name of Department Representative invoice is directed to.
- Include Purchase Order number \_\_\_\_\_.
- Email(s) must not exceed 2MB.

**Please Note:** failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

### **SUBMITTING YOUR INVOICE BY HARD COPY**

Mail hard copy invoices to:

Surrey City Hall – Accounts Payable  
13450 – 104<sup>th</sup> Avenue  
Surrey, B.C., Canada, V3T 1V8

- Submit only invoices to this address.
- Submit any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.
- Incomplete invoices will be returned.

- 6.7 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.8 If the Consultant 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 Consultant; or
  - (b) the amount required under applicable tax legislation.

## **7. USE OF WORK PRODUCT**

- 7.1 The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Consultant. The Consultant may retain copies of the work product.

## **8. PERSONNEL AND SUBCONTRACTORS**

- 8.1 The Consultant will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 8.2 The Consultant will perform the Services using the personnel and sub-contractors as may be listed in the Application and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Consultant 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.
- 8.5 The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the general terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Consultant will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

## **9. LIMITED AUTHORITY**

- 9.1 The Consultant is not and this Agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant 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 Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services.

- 9.2 The Consultant 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 Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant 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 the Order. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

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

- 10.1 Except as provided for by law or otherwise by this Agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

Refer to Schedule A-1 – Confidentiality Agreement for additional information.

- 10.2 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.

Refer to Schedule A-2 – Privacy Protection Schedule of additional information.

- 10.3 The Consultant agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **11. WARRANTIES**

- 11.1 The Consultant warrants and guarantees that any goods or Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to 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 any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the goods supplied under this Agreement.

## **12. INSURANCE AND DAMAGES**

- 12.1 The Consultant will indemnify and save harmless 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 Consultant of any obligation of this Agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

- 12.2 The indemnities described in this Agreement 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.
- 12.3 The Consultant 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 three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
  - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
  - (c) professional errors and omissions liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from errors or omissions in the performance of the Services.
- 12.4 The Consultant 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 Consultant will, on request from the City, provide certified copies of all of the Consultant'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 Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Consultant acknowledges that any requirements of 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 Consultant acknowledges and agrees that the Consultant 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 Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

- 12.6 The Consultant shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

### **13. CITY RESPONSIBILITIES**

- 13.1 The City will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Consultant and respond to all requests for approval made by the Consultant pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Services or review the Consultant's performance of the Services.

### **14. DEFAULT AND TERMINATION**

- 14.1 In the event the Consultant does not perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Consultant will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
  - (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Consultant all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 14.2 The City may by written notice at any time cancel this Agreement with respect to the Services which, as of the date of cancellation, have not been provided.
- 14.3 The City may at any time and for any reason by written notice to the Consultant terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant 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 Consultant all amounts owing under this Agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, 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

14.4 The City may terminate this Agreement for cause as follows:

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

14.5 If the City terminates this Agreement as provided by Section 14.4 then the City may:

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

## **15. CURING DEFAULTS**

15.1 If the Consultant is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

## **16. DISPUTE RESOLUTION**

16.1 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.

16.2 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.

- 16.3 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.
- 16.4 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.

## **17. WCB AND OCCUPATIONAL HEALTH AND SAFETY**

- 17.1 The Consultant 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 performance of the Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.
- 17.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board.
- 17.3 The Consultant agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Consultant 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 Consultant 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 Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 17.4 Without limiting the generality of any other indemnities granted by the Consultant in this Agreement, the Consultant will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 17.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

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

## **18. BUSINESS LICENSE**

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

## **19. APPLICABLE LAWS**

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

19.2 The Consultant will provide the Services in full compliance with all applicable laws and regulations.

19.3 The Consultant will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant 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.

## **20. JURISDICTION OF COUNCIL**

20.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

## **21. ENTIRE AGREEMENT**

21.1 This Agreement, including the Schedules 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.

## **22. AMENDMENT**

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

## **23. CONSULTANT TERMS REJECTED**

23.1 In the event that the Consultant 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.

## 24. SURVIVAL OF OBLIGATIONS

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

## 25. CUMULATIVE REMEDIES

25.1 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.

## 26. NOTICES

26.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey

<img alt="redacted" data-bbox="295 498 325 512"/> **insert department/division/section name**>

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

Attention: <img alt="redacted" data-bbox="295 552 325 566"/> **insert City contact name**>

<img alt="redacted" data-bbox="295 569 325 583"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="353 604 383 618"/> **insert**>

Business Email: <img alt="redacted" data-bbox="353 621 383 635"/> **insert**>

(b) The Consultant:

<img alt="redacted" data-bbox="295 687 325 701"/> **insert name and address**>

Attention: <img alt="redacted" data-bbox="295 720 325 734"/> **insert City contact name**>

<img alt="redacted" data-bbox="295 737 325 751"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="353 773 383 787"/> **insert**>

Business Email: <img alt="redacted" data-bbox="353 790 383 804"/> **insert**>

## 27. UNENFORCEABILITY

27.1 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. HEADINGS**

28.1 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.

## **29. SINGULAR, PLURAL AND GENDER**

29. 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.

## **30. WAIVER**

30.1 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.

## **31. SIGNATURE**

31.1 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.

## **32. STANDING OFFER TERM**

32.1 This Standing Offer program will be in effect for a period of one year (the "Term").

32.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed four (4) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties

**33. ENUREMENT**

33.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

**IN WITNESS WHEREOF** the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date set out above written.

**This Standing Offer Agreement** is executed by the City of Surrey this \_\_\_\_ day of \_\_\_\_, 201\_.

**CITY OF SURREY**

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

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

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

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

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

**This Standing Offer Agreement** is executed by the Consultant this \_\_\_\_ day of \_\_\_\_, 201\_.

**CONSULTANT**

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

\_\_\_\_\_  
(Legal Name of Consultant)

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

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

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

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



## SCHEDULE A – SCOPE OF SERVICES

### 1. SCOPE OF SERVICES

The City of Surrey wishes to develop a list of experienced and qualified consultants with proven ability who can deliver SharePoint Online solutions for variety of projects within the City on a “as and when needed” basis.

### 2. BACKGROUND

The City is in the process of rolling out SharePoint Online to all City’s departments. The rollout will build SharePoint Online collaborate sites for various business areas and migrate their content into SharePoint Online.

This engagement is intended to select a vendor(s):

- For implementing SharePoint Online projects that may include workflows, complex sites, integrations, and so on.
- To fill the gap when the City needs extra capacity for SharePoint Online implementations.

### 3. DESCRIPTION OF SERVICES

The Consultant team will assist the City with developing following services noted in the table below. The table that follows does not purpose to provide an exhaustive list but serves to indicate where a task, activity or responsibility does exist within the scope of Services. The actual services required may vary from project-to-project with emphasis on rapid development with small teams. The Consultant, on an “as, if and when requested” basis, may be contacted directly, or asked to compete, to enter into one or more Standing Offer Agreements for provision of one or more of the following Services.

Services	Description
<b>Project Delivery</b>	<ul style="list-style-type: none"> <li>• Tracking records in delivery of SharePoint Online projects                             <ul style="list-style-type: none"> <li>○ End to end project delivery from initiation to completion</li> <li>○ Experience to implement workflow in SharePoint Online, and SharePoint Online integrations.</li> <li>○ Migration experience from various sources to SharePoint Online</li> <li>○ Require minimum three references.</li> </ul> </li> <li>• Project delivery for municipalities or organizations with government background is a plus.</li> </ul>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Create project plan and project schedule</li> <li>• Manage daily activities</li> <li>• Provide project status and financial status</li> <li>• Escalate issues as needed</li> </ul>
<b>Business Analysis</b>	<ul style="list-style-type: none"> <li>• Requirements gathering                             <ul style="list-style-type: none"> <li>○ The deliverable(s) shall be agreed by the City in terms of priority, and delivery schedule.</li> <li>○ Requirements shall be tracked to ensure all requirement are</li> </ul> </li> </ul>

Services	Description
	<p>implemented properly through the project.</p> <ul style="list-style-type: none"> <li>• Business process analysis and design <ul style="list-style-type: none"> <li>○ Business process shall include current state and future state.</li> <li>○ The changes to current business process shall be highlighted and incorporated into Change Management and Communication plan.</li> </ul> </li> <li>• Change Management and Communication <ul style="list-style-type: none"> <li>○ Communications and trainings shall be tailored for different business needs.</li> <li>○ The primary objective of the user training is to train City's designated staff so that they are proficient in the operations and administration of their site and may be able to provide instruction to other end users.</li> <li>○ The knowledge transfer to City's IT staff shall ensure that City's IT Staff has enough knowledge and information for on-going support.</li> </ul> </li> <li>• Testing and User Acceptance Testing <ul style="list-style-type: none"> <li>○ All functional requirements shall be included in the tests.</li> <li>○ Test scenarios and test results shall be recorded and transitioned to the City upon completion.</li> </ul> </li> </ul>
<b>Technical Design and Implementation</b>	<ul style="list-style-type: none"> <li>• SharePoint Online site architecture and design <ul style="list-style-type: none"> <li>○ City's IT staff will review and approve the site architecture and design.</li> </ul> </li> <li>• Information Architecture definition <ul style="list-style-type: none"> <li>○ City's SharePoint team will review and approve the Information Architecture design.</li> </ul> </li> <li>• Workflow design in SharePoint Online <ul style="list-style-type: none"> <li>○ The designed workflow shall reflect the design result from the business process design.</li> </ul> </li> <li>• Solution build and implementation <ul style="list-style-type: none"> <li>○ Any tool developed for this solution shall be transitioned to City's staff upon completion.</li> </ul> </li> </ul>
<b>Migration</b>	<ul style="list-style-type: none"> <li>• Content Migration to SharePoint Online <ul style="list-style-type: none"> <li>○ All migration tools developed for the project shall be transitioned to City's IT staff.</li> <li>○ An audit report is required to prove the success of migration.</li> </ul> </li> </ul>
<b>Warranty Support</b>	<ul style="list-style-type: none"> <li>• Minimum 4-week post go-live support with proven stability <ul style="list-style-type: none"> <li>○ All issues raised during this period shall be resolved regardless how long it may take.</li> </ul> </li> <li>• Transition all deliverables, artifacts and open defects to the City's Operations team.</li> </ul>

#### 4. ARTIFACTS

An end-to-end project delivery (from Initialization to Completion) may include, but not limited to the following artifacts. The actual artifacts may vary from project-to-project with a desire for rapid development with limited documents. For example:

- (a) Project Plan (includes issue, risks, financial etc.);

- (b) Project Schedule;
- (c) Project Status;
- (d) Business requirements;
- (e) Requirement traceability matrix;
- (f) Business process maps (current and to-be);
- (g) Change management plan;
- (h) Communication plan;
- (i) Training materials;
- (j) Test scripts and test results;
- (k) SharePoint Site architecture design;
- (l) Information architecture;
- (m) Workflow design;
- (n) Integration design;
- (o) Migration plan;
- (p) Content Migration mapping;
- (q) Content Migration Audit report (migration results);
- (r) Go-Live plan;
- (s) Defects tracking; and
- (t) Sustainment Handover checklist.

#### **5. APPLICANT'S RESOURCE**

The applicant will provide all qualified resources to meet the requirements of the individual project, or work request. The City will review and agree on the resources. All new resources will require to be re-qualified and re-approved by the City prior to commence the work.

#### **6. APPLICANT'S RESPONSE TIME**

Consultants should be available to provide services within the City's regular business hours (7:30 a.m.- 5:00 p.m.). Actual number of hours of work to be determined by the City.

#### **7. Location and Travel**

It is preferred that the Consultant(s) will be onsite. Working remotely will require pre-approval from the City.

The City will not be responsible for travel cost to Surrey City Hall which will be the main location for the work.

#### **8. Equipment and Access**

Consultant(s) should have their own personal computer and have access to their own suite of standard office automation tools (i.e., e-mail, MS Word, MS Excel, MS Power Point, MS Project, etc.) for business. The City will provide access to City's systems and facilities that is required to complete the services before commencing the work. The access will be removed upon the completion of individual assignment.

**9. No Guarantee of Volume of Work or Exclusivity of Standing Offer**

The quantity of any services specified in the RFA-SOA are only an approximation of Services given in good faith. In submitting an Application to this RFA-SOA, the Applicant acknowledges that any quantities provided are estimates only, and testifies to its ability to accommodate increases or decreases in workload as they occur.

The City will initiate written work orders prior to each project. The City does not guarantee the assignment of any work or quantity of work. Quantities of work will be determined based on the requirements of the City to a maximum of \$7,000 per month (not inclusive of taxes) unless otherwise agreed to in writing by the City. The Consultant is to provide the Services at the hourly rate as described herein only for the hours that the City requests the Services and the Consultant provides the Services.

**10. Preferred Qualifications**

<b>Role</b>	<b>Key Services</b>	<b>Preferred Qualifications</b>
<b>Project Manager</b>	<b>Project Management</b>	<ul style="list-style-type: none"> <li>• 5+ years of experience in managing projects</li> <li>• Hands-on experience in delivering SharePoint solutions.</li> </ul>
<b>SharePoint Business Analyst</b>	<b>Business Analysis</b>	<ul style="list-style-type: none"> <li>• 4+ years of experience worked as business analyst in delivering SharePoint solutions, including user interface, information architecture and workflows.</li> <li>• 2+ years of experience in business process analysis, change management, and test to production process.</li> <li>• Experience in working with SharePoint Online and migration to SharePoint.</li> </ul>
<b>SharePoint Technical Consultants</b>	<b>Technical Design; Implementation; and Migration &amp; Warranty Support</b>	<ul style="list-style-type: none"> <li>• 5+ years experience in architecture and implementation of SharePoint and SharePoint online (Office365) solutions.</li> <li>• 5+ years experience with SharePoint.</li> <li>• 2+ years experience with SharePoint Online.</li> <li>• 2+ years experience with PowerShell, Flow, automation and integration for SharePoint solutions.</li> <li>• Experience with migration using ShareGate or other custom scripts.</li> </ul>

**- END OF PAGE -**

## **SCHEDULE A-1 – CONFIDENTIALITY AGREEMENT**

### **WHEREAS:**

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

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

- 1. The Consultant shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Consultant acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Consultant hereby consents to the granting of such equitable and injunctive relief.
  
- 2. The Consultant shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Consultant may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Consultant’s directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Consultant divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Consultant shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Consultant set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
  
- 3. The Consultant agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.

4. The Consultant shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Consultant utilizes to protect its own confidential information of a similar nature.
5. The Consultant shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Consultant shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Consultant may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Consultant, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
7. The Confidential Information received by the Consultant and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Consultant forthwith upon demand by the City.
8. The Consultant acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act ("FIPPA")* and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Consultant further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Consultant in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Consultant shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Consultant, the Consultant shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Consultant acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Consultant under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Consultant the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Consultant hereby acknowledges that the obligations imposed on the Consultant hereunder shall survive the termination of the Consultant's dealings or engagement with the City.

12. The Consultant represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Consultant and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.



## SCHEDULE A-2 – PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between the City of Surrey, (the "Public Body") and [REDACTED] (the "Consultant") respecting the provision of consulting services, electronic content management (ECM) program, Surrey Reference No. 1220-060-2019-015 (the "Agreement").

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

### Requests for access to personal information

7. If the Consultant receives a request for access to personal information from a person other than the Public Body, the Consultant must promptly advise the person to

make the request to the Public Body unless the Agreement expressly requires the Consultant to provide such access and, if the Public Body has advised the Consultant of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

### Correction of personal information

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

### Protection of personal information

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

### Storage and access to personal information

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

### Retention of personal information

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

### Use of personal information

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



#### **Disclosure of personal information**

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

#### **Notice of foreign demands for disclosure**

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

#### **Notice of unauthorized disclosure**

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

#### **Inspection of personal information**

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

#### **Compliance with the Act and directions**

21. The Consultant must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Consultant as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Public Body under this Schedule.
22. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Consultant

must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

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

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Consultant" in this Schedule includes any subcontractor or agent retained by the Consultant to perform obligations under the Agreement and the Consultant must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Consultant in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Consultant must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Consultant to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



**SCHEDULE B  
APPLICATION FOR A  
STANDING OFFER AGREEMENT**

**Request For Standing Offer Title: Consultant Services - Electronic Content Management (ECM) Program – Migration to SharePoint**

**Request For Standing Offer Reference No.: 1220-060-2019-015**

**Legal Name of Applicant:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

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

Address: Surrey City Hall  
Finance Department – Procurement Services Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue  
Surrey, British Columbia, V3T 1V8, Canada

Phone: 604-590-7274  
Fax: 604-599-0956  
E-mail for PDF Files: purchasing@surrey.ca

Dear Sir:

1. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Services specified in the Order and the Applicant agrees to provide those Services. The parties agree that the City may not place

any orders for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Services from any other source.

2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
  - (a) the Request;
  - (b) the scope of Services set out above and in Schedule A of the Request;
  - (c) the Standing Offer Agreement as Attachment 1 to this RFA-SOA;
  - (d) this Application;
  - (e) an Order (if any); and
  - (f) other terms, if any, that are agreed to by the parties in writing.
  
3. Capitalized terms used and not defined in this Application will have the meanings given to them in the Standing Offer. Except as specifically modified by this Application, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect.
  
4. The Applicant offers to supply to the City of Surrey the Services for the prices plus applicable taxes as follows:

Applicants are to complete the table below with the named Consultant(s) and the hourly rates proposed.

Add rows as required

**Schedule of Rates:**

Name of Consultant	Hourly Rates
	\$
	\$
	\$

List any other personnel proposed as a requirement to support professional services. These individuals will not be evaluated but will be made available with the list. It is expected that individuals named in response to this section will have experience directly related to provision of the Services, and to their specific role.

Add rows as required

Other Personnel	Role	Hourly Rates
		\$
		\$
		\$

**Payment Terms:**

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

**Experience, Reputation and Resources:**

- 5. Applicant’s relevant experience and qualifications in delivering Services similar to those required by this RFA-SOA (use the spaces provided and/or attach additional pages, if necessary):

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- 6. Applicant's should describe its approach to quality control including details of methods used in ensuring quality of the Services, and response mechanisms in the case of errors, omissions, delays, etc. (use the spaces provided and/or attach additional pages, if necessary):

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- 7. Applicant's should provide references (name and telephone number) (use the spaces The City's preference is to have a minimum of three commercial or government references and should demonstrate the ability of the Applicant to perform jobs similar in scope, size, nature and complexity of this RFA-SOQ. Previous clients of the Applicant may be contacted at the City's discretion.

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- 8. Applicant should provide information on the background and experience of all key personnel proposed to provide the Services (use the spaces provided and/or attach additional pages, if necessary):

**Key Personnel**

Name: \_\_\_\_\_

Experience: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

- 9. Applicants should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

Description of Services	Sub-Contractors Name	Years of Working with Applicant	Telephone Number and Email

10. I/We have reviewed the General Terms and Conditions attached to this RFA-SOA as Schedule B. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

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

11. The City of Surrey requires that the successful Applicant have the following in place before performing the Services:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number \_\_\_\_\_;
- (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at [www.surrey.ca](http://www.surrey.ca) search [Contractors Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Applicant's Services are subject to GST, the Contractor's GST Number is \_\_\_\_\_; and
- (f) If the Applicant 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 Application, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

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

12. The Applicant acknowledges that the departures it has requested in Sections 11 and 12 of this Application will not form part of the Agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.
  
13. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the RFA-SOA including without limitation the General Terms and Conditions, submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPLICANT**

I/We have the authority to sign on behalf of the Applicant.

\_\_\_\_\_  
(Legal Name of Applicant)

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

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

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

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