

File No.: 04-1000-20-2018-182

July 4, 2018

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of March 26, 2018 for:

Copies of all agreements the City of Vancouver signed with suppliers who responded to the Request for Application, RFA No. PS20160595.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.21(1) of the Act. You can read or download this section here: http://www.bclaws.ca/EPLibraries/bclaws\_new/document/ID/freeside/96165\_00

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, <u>info@oipc.bc.ca</u> or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2018-182); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at <u>foi@vancouver.ca</u> if you have any questions.

Yours truly,

Cobi Falconer, FOI Case Manager, for

Barbara J. Van Fraassen, BA Director, Access to Information & Privacy

<u>Barbara.vanfraassen@vancouver.ca</u> 453 W. 12th Avenue Vancouver BC V5Y 1V4

\*If you have any questions, please email us at <u>foi@vancouver.ca</u> and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

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# STANDING OFFER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the 5<sup>th</sup> day of August 2016 (the "Effective Date")

**BETWEEN:** 

CITY OF VANCOUVER 453 West 12<sup>th</sup> Avenue Vancouver, British Columbia V5Y 1V4

(the "City")

#### **OF THE FIRST PART**

AND:

Work at Play Media Labs Ltd. 500 - 329 Railway Street Vancouver, BC V6A 1A4

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

## BACKGROUND:

- A. The Consultant wishes to be included on the City's internal list of approved professional service providers of digital and web applications, who may be contacted by the City from time to time; and
- B. The City wishes to include the Consultant on such list so that the City may have the option of procuring such professional services from the Consultant from time to time, subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### 1.0 INTERPRETATION

- 1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:
  - (a) "Agreement" means this Standing Offer Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time, and inclusive of all Terms Agreements;
  - (b) "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
  - (c) "Application" means the application submitted by the Consultant in response to the RFA, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix C;
  - (d) **"City Site"** means any land and/or premises owned by the City on which or in respect of which any Services are performed by the Consultant;
  - (e) **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
  - (f) **"Confidential Information"** has the meaning set out in Section 15.1
  - (g) **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference, including all Terms Agreements;
  - (h) "Deliverables" has the meaning set out in Section 17.1;
  - (i) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
  - (j) "Project Team" has the meaning set out in subsection 2.2(c);
  - (a) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
  - (k) "RFA" means Request for Applications PS20160595 PREQUALIFICATION FOR SUPPLIER(S) OF SERVICES FOR DIGITAL AND WEB APPLICATIONS, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix D;
  - (l) "Services" has the meaning set out in Section 2.1;
  - (m) **"Sub-contractor**" has the meaning set out in Section 4.1;
  - (n) "Term" means the term of this Agreement as specified in Section 12.1; and

- (o) **"Terms Agreement"** means a document substantially in the form of Appendix B setting out in relation to the particular Services to be provided thereunder:
  - (i) the particular Services and Deliverables to be completed by the Consultant;
  - (ii) the time schedule, including the Time(s) for Completion therefor;
  - (iii) the Project Team therefor;
  - (iv) any specific City Site therefor; and
  - (v) the fees to be paid by the City therefor, including the Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements (if any).
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
  - (a) this Agreement, excluding Appendices B, C and D;
  - (b) any and all Term Agreements;
  - (c) the Application; and
  - (d) the RFA.

1.3

In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;

- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

## 2.0 CONSULTANT'S SERVICES TO THE CITY

- 2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):
  - (a) the services described in each Terms Agreement, which services shall be consistent with the manner of provided the services described in the RFA and the Application; and
  - (b) all services not specifically included in subsection 2.1(a), but which are necessary or incidental to the completion of such other Services.
- 2.2 The City and the Consultant shall adhere to the following procedure in respect of specific Services:
  - (a) First, the City may identify a need for Services and, if it does so, it may complete a draft of the Terms Agreement and send the draft to the Consultant. The City will leave the fees blank, but may include proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements.
  - (b) Second, the Consultant, upon receipt of a draft Terms Agreement, shall promptly complete the fee provisions of the draft Terms Agreement (provided that the fee provisions must be completed consistently with the hourly rates set out in the Application), including any proposed modifications to the City's proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements, and otherwise amend and complete the Terms Agreement, have it executed on behalf of the Consultant, and return it to the City.
  - (c) Third, the City shall review Consultant's finalized Terms Agreement, including fees, and if it approves of the Terms Agreement, it shall have it executed on behalf of the City by the City's Project Manager and return it to the Consultant. If it does not approve, the City may in its discretion cease discussions with the Consultant in relation to the particular Services or request that the Consultant propose a varied Terms Agreement.
- 2.3 The City makes no representations, warranties or covenants hereunder respecting the volume of Services, if any, to be procured from the Consultant.
- 2.4 The Consultant will be fully responsible for:
  - (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
  - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-contractors (the "**Project Team**") described in Section 3.1.

- 2.5 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.6 The Consultant will perform the Services:
  - (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current professional practices and design standards; and
  - (c) in conformity with any and all Applicable Laws.
- 2.7 The Consultant will commence the Services promptly upon the execution of the Terms Agreement to which those Services relate and will use every reasonable effort to carry out the Services in accordance with:
  - (a) the requirements and appendices of this Agreement and the applicable Terms Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by the applicable Terms Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.8 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City Site or any other City property.
- 3.0 PROJECT TEAM
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the applicable Terms Agreement, which shall be consistent with the Application.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

#### 4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Subcontractors, and will assume full responsibility to the City for all work performed by the Subcontractors in relation to the Services and will pay all fees and disbursements of all Subcontractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

## 5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed in the relevant Terms Agreement, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Application.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services set out in a particular Terms Agreement, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for those Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by the relevant Terms Agreement.
- 5.4 Subject to any "Fixed Disbursement Amount" set out in a Terms Agreement, or any other limit on disbursements stated in the relevant Terms Agreement, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.5 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. Subject to any "Fixed Disbursement Amount" defined in the applicable Terms Agreement, or any other limit on disbursements stated in the applicable Terms Agreement, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.
- 5.6 The Consultant will, by the 25<sup>th</sup> day of each month in which the Consultant performs any Services, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City's Project Manager shall review the draft, raise any concerns with the Consultant within ten working days

and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:

- (a) the Consultant's name, address and telephone number;
- (b) the City purchase order number;
- (c) the name of the City's Project Manager;
- (d) the invoice number and date;
- (e) details of any applicable taxes (with each tax shown separately); and
- (f) tax registration number(s).
- 5.7 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.8 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.
- 5.9 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

## 6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where the applicable Terms Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the applicable Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable

to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in the Application.

# 7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.3 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.4 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

# 8.0 INSURANCE

8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

#### 9.0 WORKSAFEBC

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC 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 WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant 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 WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

# 10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFA or under this Agreement or any Terms Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

# 11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1 The City appoints Kerry Varma Kerry.varma@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **Kerry Varma's** appointment as the City's Project Manager by the City, **Kerry Varma** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **Kerry Varma**, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints Ani Phelan <u>ani.phelan@workatplay.com</u> as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

#### 12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the later of: (i) the second anniversary of the Effective Date; and (ii) if there are Services ongoing pursuant to a Terms Agreement on the second anniversary of the Effective Date, the date on which those Services have been completed by the Consultant (the "Term").

#### 13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$1000.00 (including all taxes).

#### 14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any

attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

#### 15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:
  - (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
  - (b) information which was previously in the Consultant's possession and did not originate from the City; and
  - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages

alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
  - (a) completion of the Services;
  - (b) expiration or earlier termination of this Agreement; and
  - (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

#### 16.0 NO PROMOTION OF RELATIONSHIP

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

## 17.0 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
  - (a) products, goods, equipment, supplies, models, prototypes and other materials;
  - (b) information and data;
  - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
  - (d) any other items identified in this Agreement as deliverables;

(collectively, the "Deliverables").

- 17.2 Deliverables are deemed not to include:
  - (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any

portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;

- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "Pre-Existing Materials").
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
  - (a) the date specified in the applicable Terms Agreement for the delivery of such Deliverable;
  - (b) immediately on the date of expiration or sooner termination of this Agreement; or
  - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
  - (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
  - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
  - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

#### 18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

# **19.0** NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
  - (a) an elected official or employee of the City; or
  - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

#### 20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

### 21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

# 22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

# 23.0 INDEPENDENT CONSULTANT

- 23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

## 24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

#### 25.0 TIME FOR PERFORMANCE

- 25.1 Time of the Essence. Time shall be of the essence of this Agreement.
- 25.2 Unavoidable Delay. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

# 26.0 GENERAL

26.1 No Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.

- 26.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 Entire Agreement. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 Amendment. This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants**. If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 Schedules and Appendices. The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution**. This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

# CITY OF VANCOUVER

Authorized Signatory

DAVID AARONS, CATEGORY MANAGER

WORK AT PLAY MEDIA LABS LTD.

Authorized Signatory

Ani Phelan, Director of Operations Print Name and Title

#### APPENDIX A - INSURANCE REQUIREMENTS

- A1.1 **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:
  - a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
  - (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

#### A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

#### A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

#### A1.4 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the

policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Subcontractor agreements.

# A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

# A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

# APPENDIX B FORM OF TERMS AGREEMENT

#### **TERMS AGREEMENT**

THIS TERMS AGREEMENT is made as of •,

# **BETWEEN:**

Work at Play Media Labs Ltd. A corporation organized under the laws of British Columbia and having an office at 500 - 329 Railway Street, Vancouver, BC, V6A 1A4.

(hereinafter referred to as the "Consultant")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

PURSUANT AND SUBJECT TO that certain Professional Services Standing Offer Agreement between the Consultant and the City dated as of August 5, 2016 (the "Agreement").

- 1. Capitalized terms used herein but not defined herein have the respective meanings ascribed thereto in the Agreement.
- 2. The Services to which this Terms Agreement applies, and the Deliverables to be delivered by the Consultant in relation thereto are the following:

SPECIFIC WORK AND DELIVERABLES:

# SCHEDULE AND TIME(S) FOR COMPLETION:

# PROJECT TEAM:

#### APPROVED SUBCONTRACTORS:

City Site(s): In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the above City Site(s), agrees to accept the City Site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services set out in this

Terms Agreement.

# FEES:

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total professional fees payable to the Consultant for the Services set out in this Terms Agreement (not including GST AND PST or disbursements) will not exceed \$• (the "Maximum Fee").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total disbursements for which the City will reimburse the Consultant in respect of the Services set out in this Terms Agreement will not exceed \$• (the "Fixed Disbursement Amount").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the maximum liability of the City in respect of the Services set out in this Terms Agreement (the "Maximum Fees and Disbursements") will be \$•, plus GST and PST as applicable to the sale made to the City hereunder.

# 3. Consultant's Offer

Subject to the terms and conditions of the Agreement and any additional terms and conditions set out in this Terms Agreement, the Consultant hereby offers to perform the Services described above, upon the terms and conditions described above, and for the fees specified above.

Signature on behalf of the Consultant:

Date: \_\_\_\_

# 4. City's Acceptance

Subject to the terms and conditions of the Agreement, including any additional terms and conditions set out in this Terms Agreement, the Consultant is hereby directed to promptly proceed with the Services described above, upon the terms and conditions described above, and for the fees described above.

Signature of the City's Project Manager:

Date:

# APPENDIX C - APPLICATION

Please see attached.

# APPENDIX D - RFA

Please see attached.



# STANDING OFFER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the 5<sup>th</sup> day of August 2016 (the "Effective Date")

# **BETWEEN:**

CITY OF VANCOUVER 453 West 12<sup>th</sup> Avenue Vancouver, British Columbia V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

Domain7 Solutions Inc. 37 Dunlevy Avenue Vancouver, BC V6A 3V3

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

#### BACKGROUND:

- A. The Consultant wishes to be included on the City's internal list of approved professional service providers of digital and web applications, who may be contacted by the City from time to time; and
- B. The City wishes to include the Consultant on such list so that the City may have the option of procuring such professional services from the Consultant from time to time, subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1.0 INTERPRETATION

- 1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:
  - (a) "Agreement" means this Standing Offer Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time, and inclusive of all Terms Agreements;
  - (b) "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
  - (c) "Application" means the application submitted by the Consultant in response to the RFA, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix C;
  - (d) "City Site" means any land and/or premises owned by the City on which or in respect of which any Services are performed by the Consultant;
  - (e) "City's Project Manager" means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
  - (f) "Confidential Information" has the meaning set out in Section 15.1
  - (g) **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference, including all Terms Agreements;
  - (h) **"Deliverables"** has the meaning set out in Section 17.1;
  - (i) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
  - (j) **"Project Team"** has the meaning set out in subsection 2.2(c);
  - (a) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
  - (k) "RFA" means Request for Applications PS20160595 PREQUALIFICATION FOR SUPPLIER(S) OF SERVICES FOR DIGITAL AND WEB APPLICATIONS, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix D;
  - (l) "Services" has the meaning set out in Section 2.1;
  - (m) **"Sub-contractor**" has the meaning set out in Section 4.1;
  - (n) "Term" means the term of this Agreement as specified in Section 12.1; and

- (o) **"Terms Agreement"** means a document substantially in the form of Appendix B setting out in relation to the particular Services to be provided thereunder:
  - (i) the particular Services and Deliverables to be completed by the Consultant;
  - (ii) the time schedule, including the Time(s) for Completion therefor;
  - (iii) the Project Team therefor;
  - (iv) any specific City Site therefor; and
  - (v) the fees to be paid by the City therefor, including the Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements (if any).
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
  - (a) this Agreement, excluding Appendices B, C and D;
  - (b) any and all Term Agreements;
  - (c) the Application; and
  - (d) the RFA.
- 1.3

In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;

- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

# 2.0 CONSULTANT'S SERVICES TO THE CITY

- 2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):
  - (a) the services described in each Terms Agreement, which services shall be consistent with the manner of provided the services described in the RFA and the Application; and
  - (b) all services not specifically included in subsection 2.1(a), but which are necessary or incidental to the completion of such other Services.
- 2.2 The City and the Consultant shall adhere to the following procedure in respect of specific Services:
  - (a) First, the City may identify a need for Services and, if it does so, it may complete a draft of the Terms Agreement and send the draft to the Consultant. The City will leave the fees blank, but may include proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements.
  - (b) Second, the Consultant, upon receipt of a draft Terms Agreement, shall promptly complete the fee provisions of the draft Terms Agreement (provided that the fee provisions must be completed consistently with the hourly rates set out in the Application), including any proposed modifications to the City's proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements, and otherwise amend and complete the Terms Agreement, have it executed on behalf of the Consultant, and return it to the City.
  - (c) Third, the City shall review Consultant's finalized Terms Agreement, including fees, and if it approves of the Terms Agreement, it shall have it executed on behalf of the City by the City's Project Manager and return it to the Consultant. If it does not approve, the City may in its discretion cease discussions with the Consultant in relation to the particular Services or request that the Consultant propose a varied Terms Agreement.
- 2.3 The City makes no representations, warranties or covenants hereunder respecting the volume of Services, if any, to be procured from the Consultant.
- 2.4 The Consultant will be fully responsible for:
  - (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
  - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.

- 2.5 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.6 The Consultant will perform the Services:
  - (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current professional practices and design standards; and
  - (c) in conformity with any and all Applicable Laws.
- 2.7 The Consultant will commence the Services promptly upon the execution of the Terms Agreement to which those Services relate and will use every reasonable effort to carry out the Services in accordance with:
  - (a) the requirements and appendices of this Agreement and the applicable Terms Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by the applicable Terms Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.8 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City Site or any other City property.

# 3.0 PROJECT TEAM

- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the applicable Terms Agreement, which shall be consistent with the Application.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

# 4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Subcontractors, and will assume full responsibility to the City for all work performed by the Subcontractors in relation to the Services and will pay all fees and disbursements of all Subcontractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.
- 5.0 BASIS OF PAYMENT TO THE CONSULTANT
- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed in the relevant Terms Agreement, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Application.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services set out in a particular Terms Agreement, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for those Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by the relevant Terms Agreement.
- 5.4 Subject to any "Fixed Disbursement Amount" set out in a Terms Agreement, or any other limit on disbursements stated in the relevant Terms Agreement, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.5 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. Subject to any "Fixed Disbursement Amount" defined in the applicable Terms Agreement, or any other limit on disbursements stated in the applicable Terms Agreement, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.
- 5.6 The Consultant will, by the 25<sup>th</sup> day of each month in which the Consultant performs any Services, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City's Project Manager shall review the draft, raise any concerns with the Consultant within ten working days

and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:

- (a) the Consultant's name, address and telephone number;
- (b) the City purchase order number;
- (c) the name of the City's Project Manager;
- (d) the invoice number and date;
- (e) details of any applicable taxes (with each tax shown separately); and
- (f) tax registration number(s).
- 5.7 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.8 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.
- 5.9 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

#### 6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where the applicable Terms Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the applicable Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable

to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in the Application.

# 7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.3 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.4 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

#### 8.0 INSURANCE

8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

#### 9.0 WORKSAFEBC

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC 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 WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant 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 WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

# 10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFA or under this Agreement or any Terms Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

# 11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1 The City appoints Kerry Varma Kerry.varma@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of Kerry Varma's appointment as the City's Project Manager by the City, Kerry Varma will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by Kerry Varma, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints **Stephanie Chicoine** <u>Stephanie@domain7.com</u> as its representative for the purposes of this Agreement (the "**Consultant's Project Manager**").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

## 12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the later of: (i) the second anniversary of the Effective Date; and (ii) if there are Services ongoing pursuant to a Terms Agreement on the second anniversary of the Effective Date, the date on which those Services have been completed by the Consultant (the "Term").

## 13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$1000.00 (including all taxes).

#### 14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any

attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

#### **15.0** CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:
  - (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
  - (b) information which was previously in the Consultant's possession and did not originate from the City; and
  - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages

alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
  - (a) completion of the Services;
  - (b) expiration or earlier termination of this Agreement; and
  - (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

#### 16.0 NO PROMOTION OF RELATIONSHIP

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the **"Communications"**) without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

### 17.0 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
  - (a) products, goods, equipment, supplies, models, prototypes and other materials;
  - (b) information and data;
  - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
  - (d) any other items identified in this Agreement as deliverables;

(collectively, the "Deliverables").

- 17.2 Deliverables are deemed not to include:
  - (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any

portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;

- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "Pre-Existing Materials").
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
  - (a) the date specified in the applicable Terms Agreement for the delivery of such Deliverable;
  - (b) immediately on the date of expiration or sooner termination of this Agreement; or
  - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
  - (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
  - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
  - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

### 18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

### 19.0 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:
  - (a) an elected official or employee of the City; or
  - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

#### 20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

#### 21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

#### 22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

#### 23.0 INDEPENDENT CONSULTANT

- 23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

### 24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

#### 25.0 TIME FOR PERFORMANCE

- 25.1 **Time of the Essence**. Time shall be of the essence of this Agreement.
- 25.2 Unavoidable Delay. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

#### 26.0 GENERAL

26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.

- 26.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further** Assurances. Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 Amendment. This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants**. If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution**. This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

PS20160595

Authorized Signatory

HUAN NGO, CATEGORY MANAGER. Print Name and Title

DOMAIN7 SOLUTIONS INC.

Authorized Signatory

Sarah Butterworth, VP Growth and Engagement Print Name and Title

#### APPENDIX A - INSURANCE REQUIREMENTS

- A1.1 **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:
  - (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
  - (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

#### A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

#### A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

#### A1.4 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the

policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Subcontractor agreements.

### A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

### A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

### APPENDIX B FORM OF TERMS AGREEMENT

#### TERMS AGREEMENT

THIS TERMS AGREEMENT is made as of •,

#### **BETWEEN:**

**Domain7 Solutions Inc.**, a corporation organized under the laws of British Columbia and having an office at 37 Dunlevy Avenue, Vancouver, BC, V6A 3V3.

(hereinafter referred to as the "Consultant")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

PURSUANT AND SUBJECT TO that certain Professional Services Standing Offer Agreement between the Consultant and the City dated as of August 5, 2016 (the "Agreement").

- 1. Capitalized terms used herein but not defined herein have the respective meanings ascribed thereto in the Agreement.
- 2. The Services to which this Terms Agreement applies, and the Deliverables to be delivered by the Consultant in relation thereto are the following:

SPECIFIC WORK AND DELIVERABLES:

### SCHEDULE AND TIME(S) FOR COMPLETION:

**PROJECT TEAM:** 

### APPROVED SUBCONTRACTORS:

# City Site(s):

In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the above City Site(s), agrees to accept the City Site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services set out in this Terms Agreement.

### FEES:

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total professional fees payable to the Consultant for the Services set out in this Terms Agreement (not including GST AND PST or disbursements) will not exceed \$• (the "Maximum Fee").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total disbursements for which the City will reimburse the Consultant in respect of the Services set out in this Terms Agreement will not exceed \$• (the "Fixed Disbursement Amount").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the maximum liability of the City in respect of the Services set out in this Terms Agreement (the "Maximum Fees and Disbursements") will be \$•, plus GST and PST as applicable to the sale made to the City hereunder.

## 3. Consultant's Offer

Subject to the terms and conditions of the Agreement and any additional terms and conditions set out in this Terms Agreement, the Consultant hereby offers to perform the Services described above, upon the terms and conditions described above, and for the fees specified above.

Signature on behalf of the Consultant:

### 4. City's Acceptance

Subject to the terms and conditions of the Agreement, including any additional terms and conditions set out in this Terms Agreement, the Consultant is hereby directed to promptly proceed with the Services described above, upon the terms and conditions described above, and for the fees described above.

Signature of the City's Project Manager:

Date:

# **APPENDIX C - APPLICATION**

Please see attached.

# APPENDIX D - RFA

Please see attached.



# STANDING OFFER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the 5th day of August 2016 (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER 453 West 12<sup>th</sup> Avenue Vancouver, British Columbia V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

eSolutionsGroup Limited 651 Colby Dr Waterloo, Ontario, N2V 1C2

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

### BACKGROUND:

- A. The Consultant wishes to be included on the City's internal list of approved professional service providers of digital and web applications, who may be contacted by the City from time to time; and
- B. The City wishes to include the Consultant on such list so that the City may have the option of procuring such professional services from the Consultant from time to time, subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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### 1.0 INTERPRETATION

- 1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:
  - (a) "Agreement" means this Standing Offer Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time, and inclusive of all Terms Agreements;
  - (b) "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
  - (c) "Application" means the application submitted by the Consultant in response to the RFA, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix C;
  - (d) "City Site" means any land and/or premises owned by the City on which or in respect of which any Services are performed by the Consultant;
  - (e) "City's Project Manager" means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
  - (f) "Confidential Information" has the meaning set out in Section 15.1
  - (g) "Contract Document" refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference, including all Terms Agreements;
  - (h) "Deliverables" has the meaning set out in Section 17.1;
  - (i) "GST" means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
  - (j) "Project Team" has the meaning set out in subsection 2.2(c);
  - (a) "PST" means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
  - (k) "RFA" means Request for Applications PS20160595 PREQUALIFICATION FOR SUPPLIER(S) OF SERVICES FOR DIGITAL AND WEB APPLICATIONS, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix D;
  - (l) "Services" has the meaning set out in Section 2.1;
  - (m) "Sub-contractor" has the meaning set out in Section 4.1;

- (n) "Term" means the term of this Agreement as specified in Section 12.1; and
- (o) **"Terms Agreement"** means a document substantially in the form of Appendix B setting out in relation to the particular Services to be provided thereunder:
  - (i) the particular Services and Deliverables to be completed by the Consultant;
  - (ii) the time schedule, including the Time(s) for Completion therefor;
  - (iii) the Project Team therefor;
  - (iv) any specific City Site therefor; and
  - (v) the fees to be paid by the City therefor, including the Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements (if any).
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
  - (a) this Agreement, excluding Appendices B, C and D;
  - (b) any and all Term Agreements;
  - (c) the Application; and
  - (d) the RFA.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
  - (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
  - (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
  - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
  - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
  - words importing the singular include the plural and vice versa and words importing gender include all genders;
  - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;

- (g) all references to money mean lawful currency of Canada;
- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

### 2.0 CONSULTANT'S SERVICES TO THE CITY

- 2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):
  - (a) the services described in each Terms Agreement, which services shall be consistent with the manner of provided the services described in the RFA and the Application; and
  - (b) all services not specifically included in subsection 2.1(a), but which are necessary or incidental to the completion of such other Services.
- 2.2 The City and the Consultant shall adhere to the following procedure in respect of specific Services:
  - (a) First, the City may identify a need for Services and, if it does so, it may complete a draft of the Terms Agreement and send the draft to the Consultant. The City will leave the fees blank, but may include proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements.
  - (b) Second, the Consultant, upon receipt of a draft Terms Agreement, shall promptly complete the fee provisions of the draft Terms Agreement (provided that the fee provisions must be completed consistently with the hourly rates set out in the Application), including any proposed modifications to the City's proposed Maximum Fees, Fixed Disbursement Amount and Maximum Fees and Disbursements, and otherwise amend and complete the Terms Agreement, have it executed on behalf of the Consultant, and return it to the City.
  - (c) Third, the City shall review Consultant's finalized Terms Agreement, including fees, and if it approves of the Terms Agreement, it shall have it executed on behalf of the City by the City's Project Manager and return it to the Consultant. If it does not approve, the City may in its discretion cease discussions with the Consultant in relation to the particular Services or request that the Consultant propose a varied Terms Agreement.
- 2.3 The City makes no representations, warranties or covenants hereunder respecting the volume of Services, if any, to be procured from the Consultant.
- 2.4 The Consultant will be fully responsible for:
  - (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
  - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A Insurance Requirements; and

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- (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.5 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.6 The Consultant will perform the Services:
  - (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current professional practices and design standards; and
  - (c) in conformity with any and all Applicable Laws.
- 2.7 The Consultant will commence the Services promptly upon the execution of the Terms Agreement to which those Services relate and will use every reasonable effort to carry out the Services in accordance with:
  - (a) the requirements and appendices of this Agreement and the applicable Terms Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by the applicable Terms Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.8 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City Site or any other City property.

#### 3.0 PROJECT TEAM

- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the applicable Terms Agreement, which shall be consistent with the Application.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.

3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

# 4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Subcontractors, and will assume full responsibility to the City for all work performed by the Subcontractors in relation to the Services and will pay all fees and disbursements of all Subcontractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

### 5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed in the relevant Terms Agreement, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Application.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services set out in a particular Terms Agreement, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for those Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by the relevant Terms Agreement.
- 5.4 Subject to any "Fixed Disbursement Amount" set out in a Terms Agreement, or any other limit on disbursements stated in the relevant Terms Agreement, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.5 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. Subject to any "Fixed Disbursement Amount" defined in the applicable Terms Agreement, or any other limit on

disbursements stated in the applicable Terms Agreement, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.

- 5.6 The Consultant will, by the 25<sup>th</sup> day of each month in which the Consultant performs any Services, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City's Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to <u>APInvoice@vancouver.ca</u>. The invoice must contain:
  - (a) the Consultant's name, address and telephone number;
  - (b) the City purchase order number;
  - (c) the name of the City's Project Manager;
  - (d) the invoice number and date;
  - (e) details of any applicable taxes (with each tax shown separately); and
  - (f) tax registration number(s).
- 5.7 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.8 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.
- 5.9 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.
- 6.0 CHANGES TO SCOPE OF SERVICES
- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where the applicable Terms Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the applicable Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant,
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in the Application.

### 7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.3 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.4 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

### 8.0 INSURANCE

8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

### 9.0 WORKSAFEBC

9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC 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 WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant 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 WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

### 10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFA or under this Agreement or any Terms Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

### 11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1 The City appoints Kerry Varma Kerry.varma@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of Kerry Varma's appointment as the City's Project Manager by the City, Kerry Varma will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by Kerry Varma, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints Peter Gingrich <u>pgingrich@esolutionsgroup.ca</u> as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

#### 12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the later of: (i) the second anniversary of the Effective Date; and (ii) if there are Services ongoing pursuant to a Terms

Agreement on the second anniversary of the Effective Date, the date on which those Services have been completed by the Consultant (the "Term").

#### 13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$1000.00 (including all taxes).

#### 14.0 ASSIGNMENT

- 14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant first provides the City with:
  - (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
  - (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

### 15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:
  - information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
  - (b) information which was previously in the Consultant's possession and did not originate from the City; and
  - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for

the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the Freedom of Information and Protection of Privacy Act (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
  - (a) completion of the Services;
  - (b) expiration or earlier termination of this Agreement; and
  - (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

- 15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.
- 16.0 NO PROMOTION OF RELATIONSHIP
- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

### 17.0 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
  - (a) products, goods, equipment, supplies, models, prototypes and other materials;
  - (b) information and data;
  - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
  - (d) any other items identified in this Agreement as deliverables;

(collectively, the "Deliverables").

- 17.2 Deliverables are deemed not to include:
  - (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
  - (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
  - (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "Pre-Existing Materials").
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
  - (a) the date specified in the applicable Terms Agreement for the delivery of such Deliverable;
  - (b) immediately on the date of expiration or sooner termination of this Agreement; or

- (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
  - (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
  - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
  - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

### 18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

### 19.0 NO CONFLICT OF INTEREST

19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1

and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
  - (a) an elected official or employee of the City; or
  - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

#### 20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

### 21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

#### 22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

### 23.0 INDEPENDENT CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant

and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

### 24.0 INDEPENDENT LEGAL ADVICE

- 24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.
- 25.0 TIME FOR PERFORMANCE
- 25.1 Time of the Essence. Time shall be of the essence of this Agreement.
- 25.2 Unavoidable Delay. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

### 26.0 GENERAL

- 26.1 No Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

- 26.4 Further Assurances. Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 Entire Agreement. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 Amendment. This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 Joint and Several Liability of Joint Venture Participants. If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 Schedules and Appendices. The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 Set-Off. The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 Execution. This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

CITY\_OF VANCOUVER 00 Authorized Signatory

HUAN NGO, CATEGORY MANAGER Print Name and Title

OLUTIONSGROUP LIMITED Authorized Signatory

Karen Mayfield, President Print Name and Title

#### APPENDIX A - INSURANCE REQUIREMENTS

- A1.1 **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:
  - (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
  - (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a crossliability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

### A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

#### A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

# A1.4 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

### A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

### A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

### APPENDIX B FORM OF TERMS AGREEMENT

#### TERMS AGREEMENT

THIS TERMS AGREEMENT is made as of .

#### BETWEEN:

eSolutionsGroup Limited a corporation organized under the laws of Ontario and having an office at 651 Colby Dr., Waterloo, Ontario, N2V 1C2.

(hereinafter referred to as the "Consultant")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

PURSUANT AND SUBJECT TO that certain Professional Services Standing Offer Agreement between the Consultant and the City dated as of August 5, 2016 (the "Agreement").

- 1. Capitalized terms used herein but not defined herein have the respective meanings ascribed thereto in the Agreement.
- 2. The Services to which this Terms Agreement applies, and the Deliverables to be delivered by the Consultant in relation thereto are the following:

SPECIFIC WORK AND DELIVERABLES:

### SCHEDULE AND TIME(S) FOR COMPLETION:

PROJECT TEAM:

#### APPROVED SUBCONTRACTORS:

#### City Site(s):

In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the above City Site(s), agrees to accept the City Site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services set out in this Terms Agreement.

#### FEES:

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total professional fees payable to the Consultant for the Services set out in this Terms Agreement (not including GST AND PST or disbursements) will not exceed \$• (the "Maximum Fee").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the total disbursements for which the City will reimburse the Consultant in respect of the Services set out in this Terms Agreement will not exceed \$• (the "Fixed Disbursement Amount").

Notwithstanding anything to the contrary contained in the Agreement, save as otherwise mutually agreed in writing subsequent to the date of this Terms Agreement (or pursuant to Section 6.0 of the Agreement), the maximum liability of the City in respect of the Services set out in this Terms Agreement (the "Maximum Fees and Disbursements") will be \$•, plus GST and PST as applicable to the sale made to the City hereunder.

# 3. Consultant's Offer

Subject to the terms and conditions of the Agreement and any additional terms and conditions set out in this Terms Agreement, the Consultant hereby offers to perform the Services described above, upon the terms and conditions described above, and for the fees specified above.

Signature on behalf of the Consultant:

Date:

4. City's Acceptance

Subject to the terms and conditions of the Agreement, including any additional terms and conditions set out in this Terms Agreement, the Consultant is hereby directed to promptly proceed with the Services described above, upon the terms and conditions described above, and for the fees described above.

Signature of the City's Project Manager:

Date: \_\_\_\_\_

# APPENDIX C - APPLICATION

893

Please see attached.

APPENDIX D - RFA

Please see attached.

# Proposal

# Prequalification for Supplier(s) of Services for Digital and Web Applications

**CITY OF VANCOUVER** 

PS20160595

2016-051 APRIL 2016



### **1.0 INTRODUCTION - EXECUTIVE SUMMARY**

April 29, 2016

City of Vancouver Purchasing Services 453 West 12<sup>th</sup> Avenue Vancouver, BC V5Y 1V4 Attention: Mr. Gavin Marshall

### Application for Prequalification for Suppliers of Services for Digital and Web Applications - RFA No. PS20160595

Thank you for the opportunity to submit this application for Prequalification for Suppliers of Services for Digital and Web Applications for the City of Vancouver (City). We are thrilled to present our firm's capabilities and would be honoured to be included in the future development of the City's online presence.

We believe that eSolutions is well suited to be a trusted partner of the City. A national digital agency, we have established a reputation as municipal experts and have worked with all levels of government including provincial, federal and territorial agencies.

### When you work with us, you get:

Municipal Experience	Successful delivery of projects for over <i>225 municipal clients</i> including City of Trail, Vernon Tourism, City of Yellowknife, Calgary Police and are currently working on web presences for the City of Prince George and Parkland County, Alberta.
Proven Process	One of the few companies of our kind to be backed by an ISO-certified process (ISO 9002:2008); this ensures your projects are delivered within scope, on schedule and on budget.
Exceptional Service	Timely responsiveness, dependability, flexibility and a sincere desire to provide the optimal solutions for our clients is ingrained in our corporate culture.
Financial Stability	eSolutions is part of GHD Limited, a multinational firm with 200 offices globally including Vancouver, Calgary, Toronto, Waterloo, Ottawa, Fredericton and St. John's.
Diverse Skill Set	Designers, programmers, web developers, mobile developers, marketing and project management professionals provide a wide spectrum of solutions and possibilities for our clients, all backed by significant breadth and depth of experience.
Tier 3 Data Centre	Owning and operating our own PCI-compliant data centre, located in Canada, gives you the advantage of dealing with one service provider; meaning superior responsiveness and efficiencies for the delivery of your online services.

Recognized throughout North America as an industry leader in content management systems, mobile apps, ecommerce and many integration projects, we have created award-winning websites, diverse intranets and more.

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In the past two years alone, we have helped our clients achieve over 40 awards of excellence including Webby Awards, Hermes, Marcom and GTEC to name a few.

We have a proven track record of improving the way that residents, visitors and municipal staff communicate using their website, and have been honoured to work with many municipalities across Canada, contributing to the online success of clients like:

- City of Trail
- Vernon Tourism
- City of Yellowknife
- Town of Carstairs
- City of Cambridge
- City of Barrie
- City of Waterloo
- Town of Greater Napanee
- Town of Ajax
- City of Pickering

- Town of Inuvik
- Royal BC Museum
- City of Red Deer
- Regional Municipality of Wood
   Buffalo
- City of Kitchener
- City of St. Catharines
- City of Stratford
- Region of Halton
- Region of Waterloo

- Calgary Police
- City of Ottawa Public Health
- Ottawa Police Service
- Town of Milton
- Town of Whitby City of Dieppe (bilingual)
- Northumberland County
- Region of Waterloo
- Town of Essex
- Municipality of Brockton

To highlight some of the projects eSolutions has completed, **Appendix A** features select project summaries for your consideration. We also wish to provide confirmation of our eligibility and capability to work in the province of British Columbia and City of Vancouver. Please see **Appendix B** for copies of our WorkSafeBC certificate and our City of Vancouver business license, **Appendix C** for a copy of our liability insurance and **Appendix D** for CV's of the proposed project team members.

Our commitment at eSolutions is to provide the highest level of service to our clients, and we stand behind our work 100%. We feel strongly that if we are successful in our application that we will not only achieve, but exceed the objectives that you have set forth, and that we will be able to facilitate a positive change in the way that the City of Vancouver is able to manage and benefit from its online presence in the future.

Yours truly,

Peter Gingrich Managing Director eSolutionsGroup Limited pgingrich@esolutionsgroup.ca (tel) 613-727-6947 ext. 208

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### SELECT CLIENT LIST

#### Associations

Association of Municipalities of Ontario Atlantic Policy Congress Business Education Council of Niagara Canadian Apprentices Association Canadian Association of Municipal Administrators (CAMA) Canadian Urban Transit Association Cement Association of Canada COACH: Canada's Health Informatics Association Grand River Conservation Authority Greater Kitchener-Waterloo Chamber of Commerce Lake Simcoe Regional Conservation Authority Local Authority Services Manufacturing Enterprise Solutions Association Medbuy Corporation Municipal Health and Safety Association **Municipal Information Systems** Association Northumberland Manufacturers Association Ontario Association of Non-Profit Homes & Services for Seniors Ontario Association of Speech and Language Pathologists Ontario Construction Secretariat Ontario Municipal Administrator's Association Ontario Municipal Human Resources Association Ontario Municipal Water Association Ontario Wood Products Export Association Retail Council of Canada Rural Ontario Muncipal Association Surety Association of Canada Toronto Board of Trade Toronto Region Research Alliance

### **Corporations & Businesses**

Active Controls Inc Accelerated Systems Inc Acton Jart Aeroflo Inc Alegna Corporate Events Inc Anjolique.com Atlantic Chip Online Babcock & Wilcox Canada BASICS Office Products Baumeier Engineered Products and Baumeier Water Jet Baxter ICI Corp Page 3 of 93

OTTAWA, ON 179 Colonnade Road, Suite 400 T. 613-727-6947 Bayalink Solutions Corp. Beyond180 BioTalent Canada Blythwood Group Inc Boshart Industries Inc. BrandHealth Communications Brighthouse Branding Group Bri Mar Management Inc. Broil King Brownfield Renaissance Partners LLC **Business Intelligence Solutions Inc** Butterfield Fulcrum G.L. Cambridge Metal Products Inc. Campana Systems Inc. Canada Cordage Inc. Canadian Precast/Prestressed Canadian Broadcasting Corporation Canadian Towing Equipment Inc. Cheepnet Christensen Communications Colbert, Burns & McDonnell - Palmer Coldwell Banker P. Benninger Realty **Collins Barrow** Communiteq Systems Inc. Compass Group Canada Covarity Inc. Crawford Adjusters Canada Inc. Dairy Cheq Inc. Dinner By You **Dufferin Aggregates Dynamic Therapy Solutions Eclipse Environmental Solutions Energent Incorporated** Enterprise File System Inc. Eonme.com Inc Erin Research eSentire EvaluaPlus **Execulink Telecom** Exxeos Group Famous Content Inc. Fentech Services Inc. Fibersonic **Fibrenetics** Fliet Electric Limited Fix Auto Collision Plus Ltd. Fortune 500 Company Friendship Records Glen Shields Futbol Club Greentec Highland Printcraft Ltd. Holcim Inc Human Resources Group Immediate Sales Agency

Industrial Minerals InBox Marketer Inc. Inspec-Sol Inc Instant Replay Sports Intown Internet ISU Corp. Kingston Accommodation Partners Inc Kitchener Rangers Hockey Club KW Walk for Dog Guides Lantern Hill IT Lystek International Mariner Partners Inc Media Doc Inc. Medmanager Interactive Corp. Melloul Blamey Construction MDL Doors Mindoka Technology Corporation Molok MPC Inc. National A-1 netSENTINEL Inc. Northern Dynamic Inc. Northern Lights Canada Northlake Systems Inc Nova Scotia Liquor Corporation Ole Media Management LP Onphone Ontario Branch of Holstein Canada Ontario Construction Secretariat **Ozone Communications** Peter Martin's 20 King Restaurant Platinum Synergy Group Inc. Polycon Industries (Decoma) Popeye's Gym Preston Minor Hockey Private For Sale Club Quality and Compliance Inc. **Quality Homes** Quattlebaum, Grooms, Tull & Burrow PLLC Quetech Ltd. **Raybec Communications Redbrick Communications** Remote Learner Canada Inc. **Ritchard Kirkland & Associates** Roma Moulding Inc. Semacode Corporation Sheer Illusions Ltd. Siema Signature Interior Furnishings Inc. Smitty's Furniture Smudge Proof Inc. Sound Genetics Inc. Speedtronic Sports Corp.

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Stable 26 STJ Retail Sunvest Realty Corp. Supplier Pipeline Inc. Symbility Solutions Inc. Tamarack Institute for Community Engagement **Target Connections** Taylor and Grant Specialities TechFiant **TEDx Waterloo** The Scots Company The Walter Fedy Partnership The Waterloo Networking Co. The Wright Agency **Tournament Sports Marketing** Tri-Coat Wood Finishing Trike Systems Trillium Metal Stamping-IT Services Trylon TSF TS Solutions Inc. ViaComp Solutions Inc. ViMaxCo Visual Collaboration Communications Warner Custom Coating Waste Excellence / Waste Technology Services Western Building Products WiredTime Inc. WorldGym – Kitchener Worldline Xenium.IT Corporation YourLocalElectrician

#### **Economic Development**

**Burlington Economic Development** Corporation Canada's Technology Triangle City of Barrie Economic Development Coalition on the Niagara Escarpment Economic Developers Council of Ontario Fort Erie Economic Development Kingston Economic Development Corporation Niagara Economic Development Corporation Northumberland County Economic Development Sault Ste. Marie Economic Development Corporation Stratford Economic Enterprise Development Corporation (SEED Co.) **Timmins Economic Development** Corporation Town of Richmond Hill Economic Development United Counties of Leeds & Grenville

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#### Education

Association of Canadian Community Colleges Cambrian College NOARC Central Ontario Network for Black History Conestoga College George Brown College Georgian College Halton District School Board J.W. Singleton Education Centre Lambton Kent District School Board Maritime Provincial Higher Education Commission McMaster University Memorial University of Newfoundland Ministry of Training Colleges and Universities Mohawk College Enterprises New Brunswick Community Colleges Ontario Veterinary College Peel District School Board Peterborough Victoria Northumberland and Clarington Catholic District School Board Renfrew County District School Board Renfrew County Joint Transportation Consortium **Retirement Education Centre** School of Rehabilitation Science St. John's-Kilmarnock School Toronto Catholic District School Board Toronto District School Board University of Windsor University of Guelph University of New Brunswick University of Waterloo - MMSc Upper Grand District School Board Waterloo District Catholic School YMCA Early Years Centre

#### Energy

Cambridge & North Dumfries Hydro Ener-Defense Inc. Kitchener Utilities Kitchener-Wilmot Hydro Inc Guelph Hydro Electric Systems Inc. Guelph Muniicpal Holdings Hydro One Network Hydro Ottawa Ontario Energy Board Ontario Solar PV Fields Photowatt Ontario Spheral Solar Power Waterloo North Hydro

#### Engineering

Altech Services AMEC Cedar Creek Networking Inc. Environmental Management Alternatives Essar Steel Algoma Inc. GSP Group Modi Consulting Patroch Pier Structural Engineering Corp. Prior & Prior Associations Ltd. Synectics Business Solutions Inc. The Business Enterprise Centre The Walter Fedy Partnership URS Corporation

#### **Financial Institutions**

Creative Planning Financial Group FaithLife Financial Gore Mutual Insurance Independent Financial Concepts Group Jarvie Company Manulife Financial Prime Fund Administration Limited The Economical Insurance Group Wells Fargo Financial Inc.

### Health

Bayer Canadian Federation of Podiatric Medicine CanChild Centre for Disability Research Children's Hospital of Eastern Ontario Hamility Familiy Health Team Health Canada Health Professions Regulatory Advisory Council Huron County Health Unit Joseph Brant Hospital Kingston, Frontenac and Lennox & Addington Health Unit (KFL&A Public Health) Lakeridge Health Mississauga Halton Local Health Integration Network Mohawk Supply Chain Services Muskoka Algonquin Healthcare North Bay Parry Sound Health District Health Unit Ottawa Public Health Pharmacy Access Probity Medical Research Inc. Public Health Agency of Canada Region of Waterloo Public Health Trellis Mental Health & Development Trillium Health Waterloo Wellington Community Care

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Wellington Guelph Drug Strategy

#### Mining

Canadian Mining Innovation Council Goldcorp Incorporated Luna Gold Corporation Mining Industry Human Resources Council (MiHR) Ontario Mining Association Porcupine Gold Mines Prospectors & Developers Association of Canada Mining Matters

### Municipal & Regional Government

Canadian Printing Industries Sector City of Barrie City of Brampton City of Brantford City of Burlington City of Cambridge City of Cornwall City of Dieppe City of Elliot Lake City of Fredericton City of Greater Sudbury City of Hamilton City of Kawartha Lakes City of Kingston City of Kitchener City of London City of Miramichi City of Mississauga City of Niagara Falls City of North Bay City of Oshawa City of Ottawa City of Orillia City of Owen Sound City of Pickering City of Quinte West City of Red Deer City of Saint John's City of St. Catharines City of Stratford City of Temiskaming Shores City of Thunder Bay City of Timmins City of Toronto City of Vaughan City of Waterloo City of Whitehorse City of Windsor City of Winnipeg City of Woodstock City of Yellowknife County of Brant County of Essex County of Essex Library

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OTTAWA, ON 179 Colonnade Road, Suite 400 T. 613-727-6947 County of Frontenac County of Haldimand County of Norfolk County of Oxford County of Simcoe County of Wellington CWATS (County Wide Active Transportation System) District Municipality of Muskoka EORN Inc. (Eastern Ontario Regional Network) Court Canada Ltd. Green Lane Landfill Municipality of Clarington Municipality of East Hants Municipality of Learnington Municipality of North Perth Municipality of Port Hope Municipality of Strathroy-Caradoc Municipality of Trent Hills Northumberland County Northumberland Immigration Orillia Public Library **Region of Durham** Region of Peel Region of Waterloo Region of Waterloo Library Region of York Regional Municipality of Durham Regional Municipality of Halton Regional Municipality of Niagara Regional Municipality of Wood Buffalo Rocky View County Toronto Waterfront Revitalization Town of Ajax Town of Amherstburg Town of Aurora Town of Bracebridge Town of Caledon Town of Carstairs Town of Centre Wellington Town of Collingwood Town of Crossfield Town of Essex Town of Gravenhurst Town of Goderich Town of Huntsville Town of Inuvik Town of LaSalle Town of Markham Town of Milton Town of Minto Town of Mississippi Mills Town of Newmarket Town of Oakville Town of Parry Sound Town of Paradise

Town of Prescott Town of Richmond Hill Town of Riverview Town of Shelburne Town of Smiths Falls Town of South Bruce Peninsula Town of St. Marvs Town of Tillsonburg Town of Whitby Town of Whitchurch-Stouffville Township of Alfred and Plantagenet Township of Alnwick/Haldimand Township of Centre Wellington Township of Cavan Monaghan Township of Chapleau Township of North Dumfries Township of North Glengarry Township of Perth East Township of Puslinch Township of Scugog Township of Seguin Township of Selwyn (formerly Smith-Ennismore-Lakefield) Township of South Glengarry Township of Strathroy-Caradoc Township of Tay Township of Tay Valley Township of Wilmot Township of Woolwich United Counties of Leeds & Grenville Waterloo Region International Airport York Region-Centres & Corridors

#### Not-for-Profit

Alzheimer Society of Canada Cambridge and Kitchener Waterloo YMCAs Canadian Museum of Nature Canadian Museums Association Children's Aid Foundation Children's Aid Society - County of Simcoe Children's Aid Society – London & Middlesex Children's Aid Society – Napanee City of Greater Sudbury Museums Community Care Access Centre of Waterloo Region Confederation of Meningitis Organizations Dorothy Ley Hospice Family and Children's Services of Guelph and Wellington County Family Violence Project of Waterloo Region Growing Great Kids Halton Region Museum

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hiCollaborative Insolvency Institute of Canada K-W Access-Ability Kitchener-Waterloo Art Gallery Lifemark Meningitis Foundation of Canada Mosaic Counselling and Family Services Northern Lights Canada OMAHA Health Kids Alliance Ontario Trillium Foundation Ottawa Community Housing Corporation Peel Art Gallery Museum & Archives Prosperity Council of Waterloo St. Marys Youth Centre The Food Bank of Waterloo Region The Walkerton Clean Water Centre Traverse Independence Waterloo Region Heritage Foundation Waterloo Region Immigration **Employment Network** 

### **Police Services**

Calgary Police Service Greater Sudbury Police Services Guelph Police Service Kingston Police Force Niagara Police Service Ottawa Police Service Peel Regional Police Service Sault Ste. Marie Police Service York Regional Police Service

#### Provincial/Federal Government

Alberta Employment and Immigration Alberta International and Intergovernmental Relations (AIIR) Belinda Stronach Canadian Forces Base Gagetown Department of National Defence Industry Canada Ministry of Natural Resources Ministry of the Environment Ontario Ministry of Agriculture and Food and Rural Affairs Public Works & Government Services Canada Royal BC Museum Corporation Service New Brunswick Transport Canada

### Technology

Able-One Systems Aero-Safe Technologies Inc. Athena Software Inc. Atria Networks LP ATS Automation Tooling Systems Inc. Barrday Inc Bycast Canadian Digital Media Network Canada's Technology Triangle Communitech Technology Association Compusense Inc. Converged Technologies Ltd. CORE 7 Technologies eSCRIBE Corporation eSentire, Inc. exactEarth Fibre Tech Telecommunications First Sentinel Technologies Inc. Grand River Technology Inc. iAnywhere Ixiom Software Inc. Jack & Jills **KEV Software** Ladybug Teknologies Lone Wolf Software Lunarstorm Technologies Inc. Nuclear Waste Management Org. Polymer Technologies Research In Motion

Rogers Business Solutions Sandvine Inc Spectrum Communications Ltd. Sybase Waterloo Managed Software Service WCG World Webroute Inc. We Create Internet Solutions WEKR-Wired Solutions Wilmot Technologies Inc.

#### Tourism

African Lion Safari Algoma Kinniwabi Travel Association Caledon Tourism Chocolate Inn-Taylor & Grant Destination Inn Fort Erie Race Track Fort Erie Tourism Hotel Association of Saint John Jerry Van Dyke Travel Service KW Tourism Northumberland Tourism Peterborough & the Kawarthas Tourism Rideau Heritage Route Tourism Association The Wright Agency Tourism Industry Association of New Brunswick Tourism Industry Association of Prince Edward Island Vernon Tourism

### Transportation

CN Grand River Transit Marks Supply Inc. Marine Atlantic Inc. Region of Waterloo Int'l Airport Rogue Specialty Transportation York Region Transit

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# 2.0 TECHNICAL INFORMATION

### WEB DEVELOPMENT

### These are the Web Development streams in which eSolutions is qualified:

(b) Custom web application development (.NET)

Having successfully completed websites and custom applications for a wide range of clients, eSolutions is extremely capable in the area of website and software development. Our talented team is proficient in HTML/CSS, SQL and ASP and content management systems as is evidenced by the wide range of technologies listed below. Whether it is a highly customized application for York Region Transit www.talk2yet.ca, or a municipal website utilizing our own proprietary content management system i:Create, our team has significant expertise not only in technologies but in developing solutions that utilize the tools.

We have listed below the vast experience we have working with programming, databases, quality assurance testing as well as systems that we use to track customer versions, customer requests and help desk software.

Programming:		
Web	Microsoft:	Java:
HTML	Microsoft Visual Studio 2008	Apache Tomcat 5.5 +
CSS	Microsoft Visual Studio 2005	Apache Ant
lavaScript	Mircosoft Visual Studio 2003	Apache Maven
Microsoft ASP.NET C# / VB	Microsoft .NET Framework v 4.0	JDK 1.5 +
Microsoft ASP 3.0	Microsoft .NET Framework v 3.5	J2ME SDK 3.0
ISP / JSF	Microsoft .NET Framework v 2.0	EJB 3.0
РНР	Microsoft .NET Framework v 1.1	Struts 1.2
ColdFusion	Microsoft ASP.NET MVC	Eclipse 3.0 +
XML / XSLT		WebSphere (IBM)
Databases:	Microsoft Extensions	Java Extensions
Microsoft SQL Server 2005	Microsoft ASP.NET Ajax	Hibernate 3.0
Microsoft SQL Server 2000	Telerik ASP.NET Ajax	GWT 1.6 +
MySQL	Microsoft Entities Framework	SmartGWT 1.1
PostgreSQL	NHibernate 3.0	Spring Framework 2.5 +
Dracle		Velocity 1.6
Graphics:		
Adobe (Macromedia) Flash CS4 (PC & Mac)	Adobe Flex (PC & Mac)	Microsoft Excel (PC & Mac)
Adobe AfterEffects CS4 (PC & Mac)	Adobe Soundbooth CS4 (PC & Mac)	Microsoft Word (PC & Mac)
Adobe Premiere Pro CS4 (PC & Mac)	Adobe Audition 1.5 (PC)	Apple Aperture v1 (Mac)
Adobe Photoshop CS4 (PC & Mac)	Adobe Encore CS4 (PC & Mac)	Apple Keynote (Mac)
Adobe Photoshop Lightroom v1	Adobe Acrobat (PC & Mac)	Apple Pages (Mac)
Adobe Dreamweaver CS4 (PC & Mac)	Adobe Lightroom (PC & Mac)	Apple Numbers (Mac)
Adobe Fireworks CS4 (PC & Mac)	Quark Xpress 6.5 (Mac)	Apple Final Cut Express (Mac)
Adobe InDesign CS4 (PC & Mac)	Autodesk 3ds max 2010 (PC)	Apple iPhoto (Mac)
Adobe Director (PC & Mac)	Google Sketc.hUp (PC & Mac)	Apple GarageBand (Mac)

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W3C Compliance checking:	QA:	
Watchfire Bobby 5.0	Bugzilla	
	Seapine QA Wizard	
	MS Application Center Test or OpenSTA	
	CVS/STS interface	
Operating Systems:		
Microsoft	Mac OS	
Windows 2000 Server	Mac OSX 10.5	
Windows 2003 Server Standard/Enter	prise ( R2 )	
Windows 2008 Server Standard/Enter		
Server Hardware:		
IBM xSeries	Linux / BSD	
x3250	RHEL 4/5/6	
x3550	CentOS 4/5	
x3650	FreeBSD/OpenBSD	
x3950		
Dell PowerEdge	HP Proliant	
T410	HP Proliant DL Series	
R610	HP Proliant ML Series	
Virtualization Technologies		
VMware Server		
VMware ESX 3.5		
VMware vSphere 4.0		
VMware vSphere 4.1		
Microsoft Hyper-V Server 2008		
(c) Mobile Application Development		
Colutions has wide experience dous	loping mobile applications that suit the poods of each client. We will we	de sait

eSolutions has wide experience developing mobile applications that suit the needs of each client. We will work with the City to determine specific requirements and build an application that is tailored to you needs. Examples of mobile applications we have developed:

- OMama App for Pregnancy, Labour, Birth, Postpartum and Parenting https://itunes.apple.com/ca/app/omama/id1066408682?mt=8 or www.omama.com (A recent Webby Award Honoree!)
- Pingstreet is a location-based discovery tool that provides you with real-time access to garbage and recycling calendars, current events, local government info, social media and more https://itunes.apple.com/ca/app/pingstreet/id636528911?mt=8
- The Durham Catholic District School Board app allows you to stay connected and receive the latest news and information on what's happening at our schools or the Board https://play.google.com/store/apps/details?id=ca.dcdsb.app&hl=en

# (d) Microsite development

With iCreate, eSolutions can build microsites using Responsive Web Design (RWD) that are compliant with current accessibility standards (AODA WCAG 2.0 AA and Anti-Spam (CASL)).

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### Example microsites:

- www.mattamynationalcyclingcentre.ca
- www.cyclemilton.ca

### (e) Responsive website development

eSolutions employs the latest front-end technologies to build fully responsive websites. Optimized for desktop computers, tablets, and smart phones, our responsive solutions take content from a single source and automatically adjust it to the screen resolution and orientation on which it is being viewed. Touch and mouse-friendly, our responsive websites deliver a seamless, cross-platform experience, improving usability and accessibility for users on any device.



\*Tested on modern desktop browsers as well as iPhone, iPad, Android, and Blackberry.

### (f) Contesting / gamification

eSolutions has worked with many municipal clients to build applications that interact directly with their citizens in a fun and innovative way, taking citizen engagement to the next level by introducing interactive elements into their strategy. We have helped them modernize the way they communicate with their citizens by building an interactive application that delivers their message directly to their fingertips. By using beautifully designed games, intuitive mobile apps or a simple animation they are able to connect in a way that will leave a lasting impression.

Peel Police Crime Prevention Game https://itunes.apple.com/ca/app/peel-crime-prevention/id930895056?mt=8

Climate Change Quiz – Government of Nunavut http://climatequiz.esolutionsgroup.ca/en/

# (h) Enterprise application integration

eSolutions makes every effort in ensuring that the user has a seamless experience in the websites we build. Each third party application can require very different requirements. We will provide CSS to the third party vendors as well as a header/footer. The best way to integrate the third party applications is to use a .NET parser. The parser pulls in the new look and feel of the website to the application. We will work with your current vendors in helping them meet the expectations of the City.

# eSolutions experience integrating third party applications

AMANDA Integration	eScribe	Bizpal
eSolutionsGroup has integrated with AMANDA through their own API services and we have also built our own custom Webservices that communicate securely with the AMANDA Oracle database. In addition to the Citizen and Pet data, eSolutionsGroup has also	eSolutionsGroup works directly with eScribe in enabling direct integration through Webservices from eScribe to the public facing website for automated posting of Council/Committee Agendas, Minutes and Meeting Dates into eSolutionsGroup i:Calendar	Integrating with Bizpal is a simple, seamless process. By simply embedding or linking off to Bizpal's website, users can be taken directly to the appropriate Municipal page to register for their permits and licenses.

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<ul> <li>transferred financial transaction data that was collected during the online payments (using eSolutionsGroup Payment Gateway)</li> <li>http://dogtags.milton.ca/</li> <li>https://pettags.greatersudbur y.ca</li> </ul>	http://www.wellington.ca/en/Calend ar/Council/Default.aspx?Calendar=b 1fb5b70-a2af-4f80-981a- f147dea5737b&Limit=25&PID=Coun cil	<ul> <li>http://www.waterloo.ca/en/ese rvices/bizpal.asp</li> <li>http://www.stratfordcanada.ca /en/dobusiness/businesspermit slicences.asp</li> </ul>
Active Networks	GIS (ESRI, ArcGIS, GeoCortext,	Lagan CRM
<ul> <li>https://eservices.milton.ca</li> <li>https://onlineca.activecommu nities.com/StCatharinesON/St art/Start.asp</li> </ul>	Map Guide, Google) http://www.waterloo.ca/en/closures /closures.aspx http://www.durhamtourism.ca/Spor tTourism/find_a_venue.aspx	integrating Pingstreet into reporting a problem with Lagan http://www.kana.com/lagan- crm/customer-experience- management
YLM	JD Edwards	Great Plains
http://www.ylm.ca/ylm/ylm_hom e.aspx?f=centrewellington	Integration into work order management system	Integration for Tax Calculator http://www.waterloo.ca/en/Tax/Pr opertyTax.aspx Integration for financials for eCommerce
Transit (GTFS)	Hansen	BrowseAloud
<ul> <li>Real-Time Mapping for Transit</li> <li>Related Data (Up to the minute information on bus routes, schedules and stops)</li> <li>Mobile App</li> <li>http://www.grt.ca/en/travelwi thus/easyGO-Mobile-App.asp</li> </ul>	311 integration for reporting a problem from Pingstreet	As an exclusive provider of BrowseAloud in Canada, eSolutionsGroup can integrate BrowseAloud on your website to improve accessibility, help comply with legal obligations, increase digital inclusion, and promote equality and social inclusion.
<ul> <li>Web App</li> <li>http://realtimemap.grt.ca/</li> <li>http://www.yorkregiontransit. com/en/schedulesmaps/Real- time-map.asp</li> </ul>		The BrowseAloud suite of products read website content out loud, providing speech and reading support to persons with dyslexia, literacy difficulties, English as a Second Language (ESL) and mild visual impairments. BrowseAloud (PC), BrowseAloud (Mac) and BrowseAloud Plus are the latest speech applications from Texthelp that work with all major browsers and operating systems. They deliver instant high quality speech from an easy-to-use, floating toolbar.

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		BrowseAloud Plus uses dual-color highlighting which highlights the block of text in one color and the spoken word in another to give a clear indication of what text is being read aloud
Park Smart	Web Cams	Video Streaming
Parksmart – integrated parksmart into web application and Pingstreet http://www.brampton.ca/en/resid ents/Parking/Pages/Permission- to-Park.aspx	http://www.lambtonshores.ca/en/vi siting-us/grand-bend-beach- cams.asp http://www.trail.ca/en/Live-Web- Cam.asp	eSolutionsGroup has worked with several video streaming agencies in integrating live streaming or recorded video onto the front end website. This can be done through Vimeo, YouTube, Local Cable Providers, http://www.yellowknife.ca/en/city- government/web-cast-video.asp
Constant Contact	Mailout	DataFix (Election Data)
CASL integration and eNewsletters http://www.waterloo.ca/en/news /subscribe.aspx	CASL integration and eNewsletters http://enews.yellowknife.ca/	Pingstreet mobile integration for where to vote, how to vote and am I on the voters list

# **DESIGN & BRANDING**

# These are the Design & Branding streams in which eSolutions is qualified:

### (a) Creative Design

eSolutions creates and manages cutting edge creative ideas and deliverables across all media channels. Our ability to make an innovative and inventive impact is fueled by an artful approach from the idea stage forward, allowing us to create your best results. Whatever your needs - interactive website, mobile solution, information strategy, video or a complete brand refresh - we can make it all happen.

# (b) Interaction Design

Using words, animation, illustration, music and voice overs, eSolutions will take the information provided by your organization and craft it into a story and video that will grab your audience's attention, clearly illustrating your message and motivating viewers to learn more or get in touch. We will take your organizations vision and ensure we pull out the most essential elements, focus on them, and then create engaging, interactive videos or games that both inform and entertain.

# (c) Branding & Corporate Identity

eSolutions will begin the process by learning and understanding everything we can about your organization. We spend the time to understand your key advantage and how it relates to your target market. This gives us the knowledge necessary to begin formulating the direction necessary to best represent you to your clients and prospective clients. Our experience has proven that the best scenarios take advantage of feedback channels

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providing a voice from each stakeholder to ensure the planned creative is consensus driven, and each member becomes a passionate plan ambassador. Once your brand is established, we can create a corporate identity guide that explains the voice and personality of your company and governs every aspect of communication from the company.

### (d) Graphic Design

Our graphic design team offers cutting-edge skills and proven experience in both mainstay and emerging mediums.We take your key messages and visualize them into deployable materials that speak to your audiences Experience includes, but is not limited to:

- Advertising services
- Branding
- Advertising services, print, online
- Annual reports and brochures
- Marketing and point-of-sale collaterals from concept through production
- Multimedia development
- Website design
- Digital photography
- Illustration and cartooning
- Video scripting through production to final edits
- 2D and 3D animation

### (e) Visual Design

eSolutions believes the goal of good design is to efficiently communicate to its target audience, in a cost effective manner.

Organizations are in constant communication with a large number of groups and individuals surrounding the organization. We call this the "Circle of Communications." Brand Voice ensures that all of your communications – which must answer the differing needs of stakeholders who exist at varying distances



and points around the circle – support your strategic goals and deliver the mega message of your brand.



Different information. Different audiences. Different times. Different places. A common look and feel framework that communicates your brand and what it stands for. A solution that is uniquely yours and pervades all your communications. That's what speaking with Brand Voice is all about. We understand that the County's goal is to ensure the creative reflects this Brand Voice.

Our design process is creative work fuelled by the imagination of a team of award winning designers and developers, we also

organize key points of our design process to ensure we meet demands and objectives. Our working philosophy is that our work should meet tomorrow's needs, as well as it meets today's. In every design process, we assess a

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number of factors that influence the final design to provide a rich user experience, including:

- Intended user groups General public, business sectors, youth, seniors, council?
   Intended user medium
- Website, brochure, publication, flyer?
- Client objectives for messaging Professional, approachable, modern, classical?
- Colour schemes and fonts Lights/darks, colours/monochromes, serif/sans serif?
- Images and graphics Portrait/close up, people/things, logos/callouts/taglines?
- Technical restrictions on the medium Screen resolutions, page limits, print formats?
- Volume of information to be presented Overview/detail, promotional/resource?

# (f) Print Design

Please see response (e) above

### (g) Website & Mobile Design

The foundation of our website design and mobile design is based on intuitive user experience expertise. Our top priority is to build a solution that speaks to your audience. Visual design is married to the user interface, producing simple, beautiful and highly functional websites. We have worked with over 225 municipal clients to bring their vision and site to life.

eSolutions employs the latest front-end technologies to build *fully responsive websites*. Optimized for desktop computers, tablets, and smart phones, our responsive solutions take content from a single source and automatically adjust it to the screen resolution and orientation on which it is being view. Touch and mouse-friendly, our responsive websites deliver a seamless, cross-platform experience, improving usability and accessibility for users on any device.

\*Tested on modern desktop browsers as well as iPhone, iPad, Android, and Blackberry.



Fig. 1-www.centrewellington.ca

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Older versions of Internet Explorer are not compatible with modern responsive design tools. Our sites are designed and coded to degrade gracefully and remain legible if they do not render correctly in older browsers.

In addition, those visiting the website with older browsers, such as Internet Explorer 8, will see a notification recommending that they upgrade their browser to a newer version for the best experience.

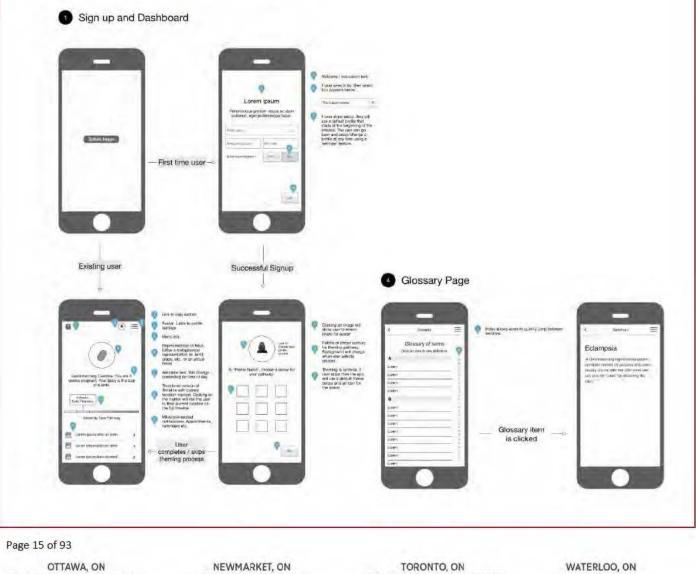
# UX / UI AND PERFORMANCE OPTIMIZATION

# These are the UX/UI and Performance Optimization streams in which eSolutions is qualified:

(a) User Experience - Testing, Design, Prototyping

eSolutions has experience providing testing on wireframes, concepts, prototypes, and alpha/beta builds and site navigation through focus groups, one on one interviews, analytics, card sorting and remote user testing. By working with wireframes first we eliminate any influence a design has on the end user.

# Fig. 1 – Wireframe testing for OMama mobile app.



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Digital ideas. Delivered. www.esolutionsgroup.ca

Fig. 2 – Alpha testing in proposed design for OMama mobile app.



### (c) User experience research and evaluation

eSolutions will hold segmented focus group testing giving users specific tasks to accomplish. Users will think aloud as they work through the website or app so that moderators can record interactions. Software is often installed that will digitally record user interactions as well. Moderators observe user interactions and get user feedback based on a survey or questionnaire.

### (d) Information Architecture testing and development

eSolutions can facilitate workshops with your staff and the public to help organize the content for your new website into information categories. These information categories form the sitemap and act as the foundation for the creative design of your site's homepage and interior pages. The sitemap also directs all of your content writing. During this session, we will use visual tools and will work with the staff and public ideas regarding the sitemap, and we will go over issues such as which pages have been or can be discarded, added or adapted to fit the vision of the new website. The sitemap focus group is an exciting session where lots ideas are bounced around and the end result is a user-friendly sitemap architecture to build the site on.

### (e) A/B testing and path optimization

This type of testing involves eSolutions showing different users different versions of a website or app and measuring how each version performs.

- We design two (or more) versions
- Randomly show users different versions
- Track which version performs/converts better
- Evaluate
- Use the best version

Fig. 1 – presentation of alternate path options for OMama mobile app.

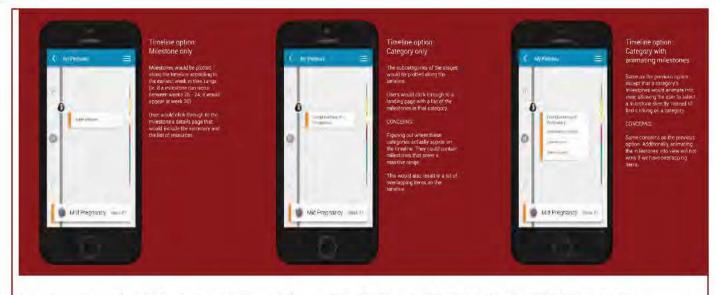
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# 🛱 eSolutions Group



User is presented with alternate options and data is compiled for each before a final path decision is chosen.

# **ONLINE MARKETING / WEB CONTENT**

### These are the Online Marketing/Web Content streams in which eSolutions is qualified:

### (a) Web content strategy

eSolutions will work with the City to gain a thorough understanding of your organization and existing communication materials. With input from your team, our web strategist will create an information architecture (sitemap) for the site, as well as provide training for creating, maintaining and ensuring content meets both usability and accessibility standards.

### (b) Copy Writing

The project team will provide you with a dedicated and experienced copy writer that will work with the committee to develop compelling, audience driven content. It's impossible to write compelling copy without first outlining the target audience and intended outcome. Through our initial meetings we will:

- Develop a thorough understanding of the needs and purpose of the content
- Determine what the current content gaps are
- Learn more about your audience(s) and identify the key pieces of information that they're looking for
- Establish profiles for your audience(s) to better target the content
- Become familiar with your current brand and communications standards

### (c) Online Analytics

eSolutions can provide expertise on the standard aspects and reporting options for Google Analytics, and also cover custom reports, custom views/filters or Conversion/Goal setup.

The web analytics tool, Google Analytics, is provided, at no extra charge, to customers who host their websites and/or applications with eSolutions.

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It analyzes traffic for one or more websites and provides accurate and easy-to-understand reports on your visitors – where they come from, how they use your site, what converts them into customers and much more.



Analytics reports can include:

# Analysis Tools

Google Analytics is built on a powerful, easy to use, reporting platform, so you can decide what data you want to view and customize your reports, with just a few clicks.

# **Content Analytics**

Content reports help you understand which parts of your website are performing well, which pages are most popular so you can create a better experience for your customers.

# Social Analytics

The web is a social place and Google Analytics measures success of your social media programs. You can analyze

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how visitors interact with sharing features on your site (like the Google +1 button) and engage with your content across social platforms.

### **Mobile Analytics**

Google Analytics helps you measure the impact of mobile on your business. Additionally, if you build mobile apps Google Analytics offers Software Development Kits for iOS and Android so you can measure how people use your app.

### **Conversion Analytics**

Find out how many customers you're attracting, how much you're selling and how users are engaging with your site with Google Analytics' range of analysis features.

### **Advertising Analytics**

Make the most of your advertising by learning how well your social, mobile, search and display ads are working. Link your website activity to your marketing campaigns to get the complete picture and improve your advertising performance.

### (d) Web Content Development

Our content writing process ensures the most relevant, interesting and engaging content is gathered for your project. Our Content Writer and your assigned Content Manager and Content Experts will work towards the common goal of producing meaningful, web-friendly and accessible content.

Once we have a solid understanding of your needs and objectives, we can begin creating the content in a way that effectively delivers your key messages, while enabling clear, organized access to the information your audiences seek.

### 1. Content Preparation Phase

An efficient research gathering process ensures the most up-to-date, relevant and accurate information is collected in order to write the best content possible. This phase also allows the team to fill in missing information or obtain additional documents needed before commencing the content writing.

### 2. Content Writing Phase

Content writing is completed with your target audience in mind, as well as accessibility, SEO and additional web-friendly technique. Information gathered during the Preparation Phase ensures content is accurate and relevant.

### 3. Content Approval Process

First drafts go through a round of editing, completed by the Content Experts to ensure that information is 100 per cent accurate. The Content Writing reviews initial edits and provides a clean copy "final draft" for approval by the Content Experts. You may choose to have a final sign-off of pages completed by a senior staff member or department head.

### (e) Email Marketing

eSolutions can provide a custom eNewsletter design and integrate either into Constant Contact. All the eNewsletters and the news items are tracked through our CASL form. Example designs of eNewsletters may be found on the following page.

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### (f) Landing Pages

Using the iCreate CMS, eSolutions can create reusable landing page templates. The templates will include unique colours and calls to action to distinguish each of the sites and ensure that their important information is communicated, while still maintaining the overall presence of the full site. Example Landing Pages:

http://www.wilmot.ca/en/Castle-Kilbride-Museum.aspx https://www.burlington.ca/en/services-for-you/burlington-transit.asp

### (g) Inbound Marketing

Inbound marketing activities and techniques attract visitors to websites, product pages or other web properties and converts visitors into customers and eventually into promoters. This is done creating targeted content that appeals to the interests of targeted audiences, where and when they want to see it. This is opposite to traditional interruption based marketing and outbound marketing techniques.

Inbound Marketing can be broken up into 4 actions.

1. Action: Attract

Attract *targeted* potential customers to website/product by aligning web/social content with customer's interests. This can be done using blog articles, social posts, SEO, infographics, free informative PDFs, Q and As on social networks, etc.

What we can do:

- Provide consulting to help focus content topic and ideas
- Provide SEO services and consulting to help customers find content and web properties. (on-site and off-site optimization, keyword research, etc.)

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- Help create multi-channel content strategy and define interactions
- Landing page and conversion analysis
- Create infographics, PDFs and other inbound marketing materials
- Analytics integration and support to determine effectiveness of content strategy across each channel.

# 2. Action: Convert

Visitors are converted into leads and ultimately customers by first attracting visitors to the website and then providing visitors with 'payment' in the form of content, an informative PDF or similar. With this 'payment', visitors are more willing to share their contact information, initiate a contact or purchase a product or service.

### What we can do:

- Through i:Create we can build forms using our new Form Builder add-on. Although this doesn't
  provide a full leads/contacts management system, it does provide some features that you may find
  useful and can be integrated with 3rd Party applications such as SalesForce.
- We can design and develop effective landing pages and targeted calls-to-action.
- Analytics integration and support to determine if you are meeting your conversion goals.

### 3. Action: Close

Turning leads into customers.

### What we can do:

- Form Builder integration with 3rd Party applications such a SalesForce.
- Email marketing/enewsletters. We can design and build an email newsletter and integrate it with 3rd Party services such as Constant Contact. Emails can be used to nurture leads to customers.
- Analytics integration to help determine which calls-to-action, landing pages and conversion tools are working or need improvement.
- .

# 4. Action: Engage

Continuously engaging visitors, leads and existing customers is key to inbound marketing. Doing so can result in converting leads into customers and upselling existing customers. In addition, this helps to build a base of **happy promoters** who are motivated to share, post, like and tweet about the organization and products they like.

### What we can do:

- Using our Form Builder tool or our Feedback Form add-on to determine whether customers are finding what they're looking for.
- Continue to provide similar services as outlined in the Attract action.
- Help with setup of social monitoring to find and engage potential customers.
- Analytics integration and support to determine effectiveness of content strategy across each channel.

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### (i) Search Engine Optimization

SEO uses several online strategies and techniques to increase the amount of *targeted traffic* to a website by obtaining a high-ranking placement in the search engine results pages. There are many SEO strategies that are can be employed, but we focus on those that are proven to generate the greatest impact, including the following:

- 1. Keyword Analysis and Research
  - Research, analyze and generate targeted keyword list based on business, marketing and web objectives.

### 2. Onsite/Offsite SEO Consultation

- Analysis based on website objectives, target audience, goals and keywords.
- Provide On-page/Off-page strategy and recommendations to improve rankings for targeted keywords.

### 3. Page SEO Analysis & Optimization

- Optimize web pages (such as landing pages) based on website objectives, target audience, goals and keywords.
- This can involve fixes to meta tags, headings, content, images, structure etc.

### 4. Layout Conversion Analysis & Optimization

- Analysis of a website's homepage and/or landing pages to determine conversion effectiveness.
- Recommendations are given to help improve conversions and possible A/B testing approaches.
- We also offer design and development services to execute recommendations.

### 5. Website Audit and Search Console Reporting

- Find issues and provide recommendations related to structure, links, content etc. that can
  negatively affect SEO and user experience.
- We also offer development services to execute recommendations.

### 6. Keyword Ranking Report

- Create a report that details the rankings of specific keywords across one or more search engines.
- This can include estimate keyword traffic generated by each keyword.
- .

# 7. Google Analytics Setup, Customization and Reporting

 Analytics setup, customization and reporting to determine effectiveness of pages across a website based on your website objectives, target audience, goals and keywords.

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# 3.0 PRICING

HOURLY RATE*	(List any additional services available but not identified below.)
s.21(1)	Project Management
	Project Coordination
	Graphic Design - Senior
	Graphic Design - Intermediate
	Programming/ Web Development
	Web Content Writing
	UI/ Interface Design
	Training
	Networking/ Systems
	Social Media and SEO Strategy
	Quality Assurance

\*excludes applicable taxes and expenses

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### APPLICANT OVERVIEW

eSolutionsGroup Limited (eSolutions) is a privately held company that offers more than 55 staff members at its head office and throughout its offices in Waterloo, Ottawa, Toronto, and Canberra, Australia.

4.0

eSolutions is a multi-disciplinary consulting firm specializing in multimedia communications, creative services and customized online solutions. Our clients are award-winning businesses, governments, organizations and associations that are leaders in their fields.

### **HISTORY**

eSolutionsGroup started as a member of the Conestoga-Rovers & Associates (CRA) group of companies. CRA was founded in 1976, through the merger of Frank A. Rovers & Associates and Conestoga Engineering. With roots in civil engineering and municipal infrastructure, CRA grew to provide full-service oversight to many municipalities in the late 1970s. Over time, a need arose for these clients to have functional and intuitive websites and online solutions to interact with their audiences. In 1991, CRA began building a client-side graphic design and information technology division which blossomed into eSolutions. In 1999, Conestoga-Rovers & Associates formally launched eSolutionsGroup Limited as a separately branded company, and in 2005, eSolutions became a stand-alone organization, offering enterprise-class applications development, design and marketing.

In July 2015, CRA officially merged with GHD. GHD was established in 1928, and is privately owned by our people. GHD has 8,500 employees in over 200 offices in more than 90 countries worldwide. Now part of the GHD group of companies, eSolutionsGroup can leverage the bulk of GHD's international resources and the extent of GHD's physical facilities across five continents whenever necessary to provide convenient, localized services for our clients.

### YOUR ESOLUTIONS ADVANTAGE

eSolutions is honoured to have worked with hundreds of clients across Canada, including industry associations, health care organizations, economic development specialists, tourism groups, and over 225 municipalities. In addition to our municipal work, we have successfully over 500 projects in the past five years.

We understand the importance of connecting you with your audience. The messaging has to cut through the clutter, resonate, and compel action from your users. At eSolutions, we work together across our departments and with your people, for you. In a highly competitive and complex marketing and communications sector, we are uniquely equipped and qualified to adapt and evolve to the continuously changing landscape of web development, online product creation, electronic solutions, marketing needs and creative services.

From website analysis to project specifications and management; online brand and communications development to multimedia execution; we directly employ experts in branding, marketing strategy, creative design, application development, video, web design and animation.

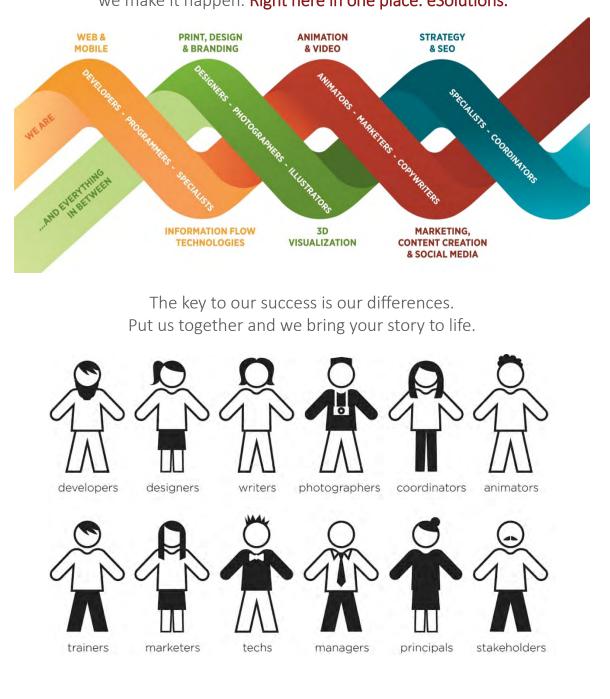
Our unique ability to provide multiple services under one roof ensure that we can fully control costs and scheduling from the start, and we are able to provide the incredible synergy from this talented group of people working together for you.

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Digital Ideas. Delivered. We develop interconnected solutions across all platforms – we make it happen. **Right here in one place. eSolutions.** 



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### **DESIGNATIONS AND AWARDS**

Since 2005, we have – in conjunction with our parent company CRA – been recognized as one of Canada's 50 Best Managed Companies, and in 2012, we were named a Platinum Club member for re-qualifying for seven consecutive years. Our founding philosophy of meeting and exceeding the expectations of our clients by providing quality services in a responsive, practical, and cost-effective manner has helped us earn this honour. eSolutions offers a highly unique and very diverse service line that encompasses the most technical and creative deliverables through a dedicated and innovative team.

Our award-winning work has been recognized throughout North America and we have been honoured to see our work help our clients achieve their objectives and achieve recognition from their peers through wins such as:

- 2016 Hermes Creative Award Platinum Award: York Region Transit, Talk2YRT Website
- 2016 Hermes Creative Award Gold Award: City of Oshawa Website Redevelopment
- 2016 Hermes Creative Award Gold Award: Northhumberland County Tourism Website
- 2016 Hermes Creative Award Gold Award: Tourism Vernon Website
- 2016 Webby Awards Best Mobile App Honouree: Health Category, OMama Pregnancy App
- 2015 Marcom Marketing Award Platinum Award: Town of Newmarket Website
- 2015 Marcom Marketing Award Platinum Award: Town of Newmarket Economic Development Website
- 2015 Marcom Marketing Award Platinum Award: City of Yellowknife Website
- 2015 GTEC Excellence in Collaboration: Municipal Awards Calgary Police Service ePIC Electronic Police Information Check
- 2015 Community i-Performance Awards (CiPA) Citizen Centricity and Engagement City of Waterloo Pingstreet
- 2015 Community *i*-Performance Awards (CiPA) Civic Efficiency and Operational Improvements Runner-up: City of Kitchener Municipal Consent Application (easyConsent)
- 2015 Municipal Information Systems Association (MISA) Excellence in Municipal Systems Award, City of Kitchener, Municipal Consent Initiative (easyConsent)
- 2015 Municipal Information Systems Association (MISA) –Excellence in Municipal Systems Award, Town of Newmarket, eTendering (Bids & Tenders)
- 2015 Municipal Information Systems Association (MISA) –Excellence in Municipal Systems Award, Town of Milton, Electronic Dog Licensing Integration
- 2015 Municipal Information Systems Association (MISA) –Excellence in Municipal Systems Award, City of Burlington, e-Government Program, in collaboration with a team of several vendors
- 2015 Association of Municipalities of Ontario (AMO) Town of Newmarket won the E.A. Danby Award Recognizing Municipalities for Outstanding Performance Improvement Through Innovative Practices – Town of Newmarket E-bidding Application (Bids & Tenders)
- 2015 IABC Virtuoso Awards Guelph Municipal Holdings won the Award of Merit Communication Skills Division Guelph Hydro Sustainability Report
- 2015 Hermes Creative Awards Platinum Motion Graphics for Product Pingstreet Elections
- 2015 Hermes Creative Awards Platinum Website Overall Government Kingston Tourism (KEDCO)
- 2015 Hermes Creative Awards Platinum Publication Overall Guelph Hydro Sustainability Report

2015 Hermes Creative Awards – Platinum – Motion Graphics for Service – Eastern Ontario Regional Network (EORN)

2015 Hermes Creative Awards – Gold – Video – Government – Canada's Technology Triangle

- 2015 Hermes Creative Awards Gold Website Overall Government City of Burlington
- 2015 Hermes Creative Awards Gold Website Overall Informational Ottawa Public Health

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2015 Hermes Creative Awards – Gold – Motion Graphics Information – Eastern Ontario Wardens' Caucus

2015 Hermes Creative Awards – Gold – Video – Corporate Image – eSolutionsGroup Limited

2015 Hermes Creative Awards – Gold – Motion Graphics for Service – The Petri Dish - BioTalent

2015 Hermes Creative Awards – Honourable Mention – Website Overall – Government – Bridgepoint Health

2015 Hermes Creative Awards - Honourable Mention - Website Overall - Government - City of Yellowknife

2015 Hermes Creative Awards – Honourable Mention – Website Overall – Government – Mattamy National Cycling Centre

2015 Hermes Creative Awards – Honourable Mention – Video- Marketing Product – SEMEX: Genetics For Life 2015 The Canadian Public Relations Society, Hamilton – Guelph Municipal Holdings won the Pinnacle Award for Print Project – Guelph Hydro Inc. 2013 Sustainability Report

2014 Canadian Regional Design Awards Redgees – Category Winner – Web Design – YRT/VIVA Real-Time Map 2013 Government Technology Exhibition and Conference (GTEC) – Service Delivery Award – Pingstreet Mobile App 2013 International Economic Development Council (IEDC) – Excellence in Economic Development – Gold Award – Pingstreet Mobile App

2013 APEX Award of Excellence – Most Improved Website – Town of Whitby

2013 International Economic Development Council (IEDC) – Excellence in Economic Development – Silver Award – Canada's Technology Triangle Website

2013 Municipal Information Systems Association (MISA) – Excellence in Municipal Systems Award – Pingstreet Mobile App

2013 Canadian Association of Municipal Administrators (CAMA) - Willis Award for Innovation - Pingstreet Mobile App

2013 Economic Developers Council of Ontario (EDCO) Award of Excellence for Marketing Utilizing Technology – Peel Art Gallery, Museum and Archives Website

2012 Recycling Council of Ontario – Gold Award, Municipal Communications Category – Region of Waterloo Waste Management "Don't Waste Another Day" marketing campaign

2012 Ontario Museum Association (OMA) Award of Excellence in Programs – Halton Region Museum – Jeff's Home 2012 Strathroy & District Chamber of Commerce Bell Technology Award – Municipal Website

2012 Best Managed Company – Platinum Club Member – for maintaining Best Managed status for 7 consecutive years (in conjunction with Conestoga Rovers & Associates)

2012 Canadian Public Relations Society Hamilton Pinnacle Award of Merit – Town of Milton Website

2012 EDCO Ontario Marketing Award for Community Branding "Ontario's Garden" – Norfolk County

2012 EDCO Honourable Mention for Website and Technology – Milton Centre for the Arts

2012 EDCO Ontario Marketing Award for print piece "Gateway to Tomorrow's Economy" – City of Vaughan 2012 EDCO Ontario Marketing Award for their Visitor Guide – City of Elliot Lake

2010 Showcase Ontario Merit Award –Bids & Tenders - Town of Milton







eSolutions, through GHD, has a valid City of Vancouver Business License #16-134661.

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# 5.0 KEY PERSONNEL

The diagram below outlines hourly rates for the proposed members of our team for the City of Vancouver RFA. Many of our proposed resources are senior-level staff members who have significant experience successfully completing a range of projects similar to this one.

PROJECT MANAGEMENT PETER GINGRICH <sup>S.21(1)</sup> Managing Director, Ottawa & Eastern Region LISA TOUGAS <sup>S.21(1)</sup> Project Coordinator	Jason Soo Hoo <mark>S.21(1)</mark> Product Specialist	CREATIVE SERVICES Ange Elliot <mark>s.21(1)</mark> Web Designer	Marc Trudel <mark>s.21(1)</mark> Creative Director
QUALITY ASSURANCE & CUST	OMER SUPPORT	APPLICATION PROGRAMM	<b>ЛING</b>
HEATH HUTCHINGS <mark>5.21(1)</mark>	Roв Bowyer <mark>s.21(1)</mark>	Vinн Do <mark>s.21(1)</mark>	Кімкноа Tran <mark>S.21(1)</mark>
Trainer	Quality Assurance Manager	Programmer	Web Developer
MARKETING & COMMUNICAT	TIONS	NETWORKING & DATA FO	RTRESS
MICHELLE TEICHMAN <mark>S.21(1)</mark>	Ashley Pergolas <mark>S.21(1)</mark>	JEFF LATIMER <mark>S:21(1)</mark>	
Web Content Strategist	Content Writer and Strategist	Networking/Systems	

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# Peter Gingrich | Managing Director, Ottawa & Eastern Region

With over 22 years of experience managing a wide range of website development, custom applications, graphic design and marketing projects, Peter brings a broad perspective to each assignment. As Managing Director of our Ottawa office and Eastern region he is responsible for the growth and development of the eSolutions Group Limited for these territories while continuing to contribute to the team as a whole.

Peter has a high level of familiarity with all aspects of web development: analysis of business objectives; site architecture; site design; application development; search engine marketing; web hosting infrastructure; and content management systems. Peter's background is entrepreneurial, having owned and operated a website development company dating back to the early days of the web. From small website projects to large custom applications Peter applies the same passion and enthusiasm for every job and every client. Priding himself on responsiveness and mutually beneficial customer relationships, he brings that extra element to each project that has resulted in the establishment of a loyal and satisfied customer base.

# Lisa Tougas, B. Mgmt | Project Coordinator

In her role as Project Coordinator, Lisa is a liaison between our clients and the eSolutions programming and creative teams. With over 10 years' experience in client services, Lisa has strong communication, customer service and organizational skills. On a daily basis, she is responsible for the management of tasks related to the project scope, beginning from the kick-off to well beyond the Go Live of the project. With experience across diverse industries, from local government and not-for-profits to construction and small businesses, Lisa brings new ideas and reliable support to all projects and prides herself in building exceptional relationships with each client. Lisa believes that great client relationships start by responding to questions in a timely manner, helping people get what they need and listening to concerns. She has experience in project coordination, administration, event planning, and she completed a Bachelor's degree in Management from Athabasca University.

# Marc Trudel | Creative Director

A native of Sudbury, Ontario, Marc has over twelve years of experience in Graphic Design. He is responsible for the creation and maintenance of websites in sectors ranging from ecommerce and marketing to mission-critical Intranets for Fortune 500 companies including Bell Canada, Rogers Television and General Motors. Marc has a working knowledge of French and brings print and web content management and needs analysis experience to the team.

# Michelle L. Teichman, B.A. (Hons.) | Web Content Strategist

As a Web Content Strategist, Michelle plans, drafts and edits content for our website projects. She facilitates discussions to produce effective website navigation plans (sitemaps), and provides training workshops to assist clients in maintaining their online content, as well as providing useful feedback on client progress throughout the writing process. Michelle collaborates with our staff to write and edit documentation for products, proposals and training, and also assists with promoting eSolutionsGroup's products and services. Michelle holds an Honours Double Major degree in English and Creative Writing from the most coveted creative writing program in Canada, and has fifteen years of technical, professional and creative writing experience.

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# Ange Elliott, B.A. | Web Designer

Ange Elliott is involved in the concept design process for websites. She is able to effectively design compelling and user friendly layouts for homepages, landing pages, custom applications and forms. Her experience with HTML/CSS coding to create W3C and AODA compliant websites are an asset for Ange to gain an understanding of how design decisions affect the user experience and translate to the finished product. In addition to website design, Ange is also involved in branding and logo design projects.

With eight years of graphic and web design experience, Ange has a thorough understanding of the website design and development process. Ange has a Bachelor of Arts degree from the University of Waterloo in Waterloo, ON, where she graduated with honours and completed the requirements for the Liberal Studies major with minors in Fine Arts Studio and International Studies. She also has a diploma from Fanshawe College in London, ON where she completed the Graphic Design program.

# Ashley Pergolas, B.Journ | Content Writer and Strategist

Ashley brings media knowledge and advanced communications skills to eSolutionsGroup. Her previous work in public relations, communications, writing and editing has spanned internationally. With a Bachelor of Journalism from Ryerson University, Ashley possesses professional-level research, writing, copy editing and fact-checking skills. As a Content Writer and Strategist, Ashley is responsible for writing and editing meaningful content that meets the needs of clients and their projects. She is also responsible for developing innovative ways of communicating the key messages of eSolutionsGroup and its clients.

# Jason T. Soo Hoo, B.S. | Product Specialist/QA

Jason Soo Hoo is responsible for ensuring the delivery of high quality products for our clients. He is also responsible for mentoring and assisting a team of quality assurance professionals at the company. In addition, Jason develops in-house tools to enhance the company's productivity, including the design and development of the company's automated testing framework, and assists in the deployment of the company's products.

With four years of software development experience and three years of website project management experience, Jason has a thorough understanding of the software development process. Jason's background is primarily in scientific software, including applications of artificial intelligence to data analysis and the automation of scientific instruments. Jason has a Bachelor of Science degree from Siena College in Loudonville, NY, where he completed the requirements for the Physics, Computer Science, and Mathematics majors *summa cum laude*.

# Kimkhoa Tran | Web Developer

Kimkhoa is a member of the Software Development team and she is primarily responsible for the successful innovative development and implementation of our iCreate Websites. Kimkhoa ensures that the highest level of Quality is carried through the lifecycle of the project. In addition to website development and implementation, Kimkhoa has a strong background in custom web development, database driven applications, reporting services and queries, SharePoint Configuration and Administration and ERD Design. With a background in Project Management Kimkhoa is able to manage the scope, schedule, budget and quality of the project from start to finish. Kimkhoa has valuable experience providing programming and process systems support in fast-paced,

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technical environments. Kimkhoa's professional experience is reinforced by Ontario College Advanced Diploma in Computer Programming and Analysis and Project Management Training from Conestoga College.

# Vinh Do | Senior Developer

As a Web Developer with eSolutions, Vinh is a member of the development team responsible for a variety of proprietary applications including systems for membership management and website content management. Vinh has a strong background with variety of programming languages and database management including Visual Studio.Net, C#, Java, Access, SQL Server, Oracle, PHP and HTML/XML. With an extensive instructional background in mathematics and development Vinh's experience and knowledge has earned a Microsoft Award for Excellent Achievement and his skills are reinforced by Computer Programmer/Analyst (Co-op) Diploma from Conestoga College and a background in biochemistry at the University of Waterloo.

# Heathcliffe Hutchings | Technical Trainer

Heath has over ten years' experience in technical training; joining eSolutions in 2011 he is the primary Technical Trainer / Training Developer covering the core line of web-based products offered. He has a proven ability to learn complex materials and repackage and present them in complete, easy-to-follow directions for clients of varying technical experience. He is also responsible for developing supporting materials, often unique to each client, pre and post training sessions. Heathcliffe's objective has always been to get clients comfortable and excited about using new software and technology. He strives to take the learning experience beyond basic technical instruction and includes concept exploration and best practices in his training sessions; encouraging a positive environment where new users can openly discuss creative usage and functional implementation.

# Jeff Latimer | Project Manager; Senior Technical Specialist – Networking/Hardware

Jeff provides Internet/networking design services to eSolutions and has led the design of our high-availability data center and co-location facility to provide hosting services to clients. Jeff has led the design of a highly available application server infrastructure supporting a complex content management system, including web, application, database and authentication services. Jeff provides IT outsourcing services to several small-medium business clients offering them with turnkey solutions for their IT needs. With 18 years of experience designing and building data networks to provide powerful, efficient network solutions for clients. He has implemented Microsoft Windows 2008 Server networks and is responsible for the administration and maintenance of an enterprise application hosting infrastructure supporting 10,000+ users. Jeff is responsible for many projects including the implementation of a wide-area network covering over 50 locations in Canada and the US.

Jeff joined the CRA Family in 1989 and has also provided clients with reliable, highly available and full-featured technology solutions.

# Rob Bowyer, B.A. (Hons.) | Quality Assurance Manager

Rob Bowyer is the manager of the quality assurance team and is responsible for ensuring the delivery of high quality products for our clients. He is also responsible for mentoring and assisting a team of quality assurance professionals at the company. In addition, Rob refines the testing and quality assurance tools and processes to

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enhance the company's agility and productivity. Further Rob endeavors to promote contemporary development practices to help enhance quality.

With over 15 years of experience in software testing and quality assurance Rob has worked in a wide variety of domains including healthcare, education and mobile. His experience has been enhanced through attendance and presentations at software testing conferences across North America. As well, he keeps current on cutting edge testing and development practices with his ongoing interaction with the international software development community.

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# **6.0 REFERENCES**

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Tourism Vernon, AB		
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	Vernon, B.C., V1T 2L8	
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eMail:	achew@vernon.ca	
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## **7.0 SUBCONTRACTORS**

eSolutions does not propose to use any subcontractors in the provision of the services within this RFA.

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OTTAWA, ON 179 Colonnade Road, Suite 400 T. 613-727-6947 NEWMARKET, ON 1195 Stellar Drive, Unit 1 T. 905-830-5656 TORONTO, ON 184 Front Street East, Suite 302 T. 416-360-1600 WATERLOO, ON 651 Colby Drive T. 519-884-3352

Digital ideas. Delivered. www.esolutionsgroup.ca

## **8.0 DEVIATIONS AND VARIATIONS**

eSolutions has reviewed the legal agreements provided in the RFA document and has no deviations or proposed revisions at this time.

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## 9.0 CONFLICTS; COLLUSION; LOBBYING

eSolutionsGroup and its parent company GHD considers the avoidance of any real or perceived conflict of interest to be an extremely important factor for continuing strong business relationships with our clients. We strongly believe in full and up-front disclosure of any potential conflicts of interest so that they may be handled expeditiously and in the best interests of all parties. In the event that a potential conflict of interest exists due to our current or past work for another client, the conflict is identified, assessed, and resolved as early as possible.

Our procedures for avoiding conflict of interest relate to the proposal stage for a new client and prior to the negotiation of any contract/service agreement between eSolutionsGroup and the client. Steps to be taken include the following:

- The Project Manager checks the available internal project database to identify potential past work for a client or at a specific location
- As necessary, the Project Manager transmits an email to an appropriate email distribution list (e.g. All Shareholders, Specific Office(s), Company-Wide) to check for a potential conflict of interest
- If a potential conflict of interest is identified, the Project Manager resolves the issue as soon as possible through internal discussions and discussion with the affected client(s), if required.

The ultimate decision to pursue or not to pursue a potential project rests with a GHD Shareholder in consultation with the RFP authority.

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OTTAWA, ON 179 Colonnade Road, Suite 400 T. 613-727-6947 NEWMARKET, ON 1195 Stellar Drive, Unit 1 T. 905-830-5656 TORONTO, ON 184 Front Street East, Suite 302 T. 416-360-1600

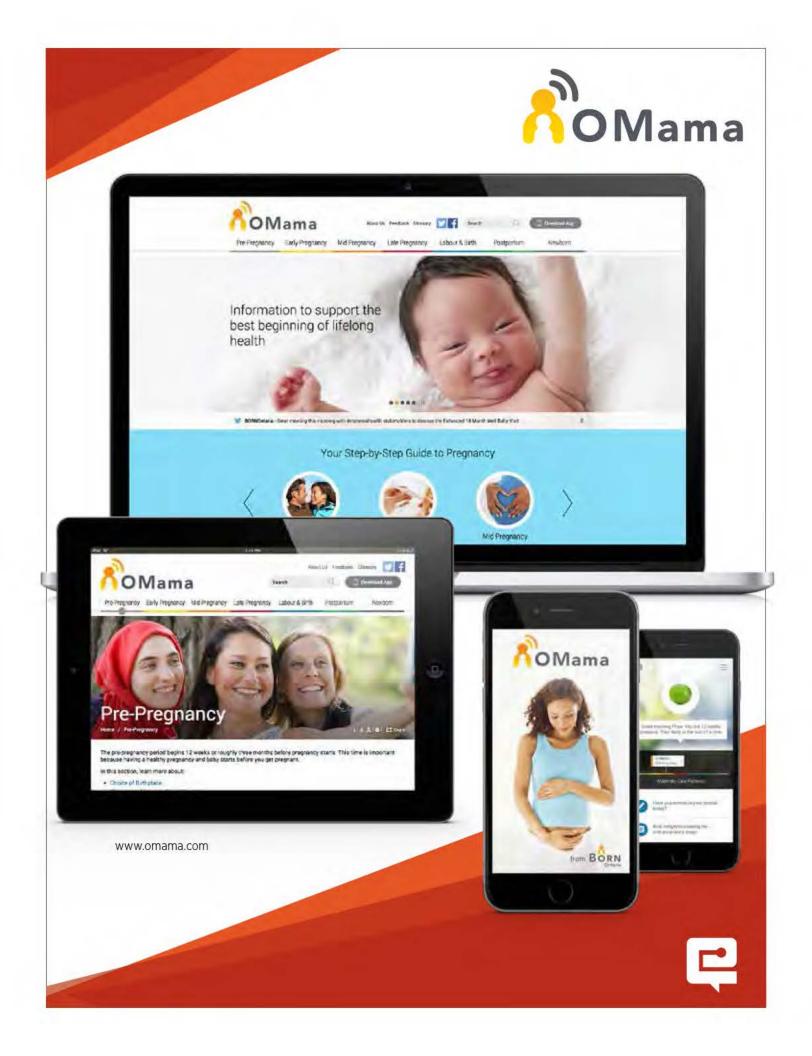
## **APPENDIX A – PROJECT SUMMARIES**

Please see the attached pages for the following summaries:

- OMama
- Vernon Tourism
- City of Trail, BC
- City of Yellowknife, YT
- Calgary Police
- YRT (York Region Transit)
- Ottawa Police
- Town of Ajax, ON
- City of Burlington, ON
- City of Oshawa, ON
- City of Pickering, ON

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## ROMama

In Ontario, the average age of women at the time they give birth is 30.2 years old. More than 50 per cent of all expectant mothers in Ontario are over the age of 30. Better Outcomes Registry & Network (BORN Ontario) – a program of the Children's Hospital of Eastern Ontario (CHEO) – wanted to offer an online platform to give pregnant women information they would undoubtedly need.

While extremely valuable, this information can sometimes be overwhelming, confusing and too clinical for most people to absorb. With an easy-to-use website and a custom mobile application, BORN Ontario wanted women to feel at ease, supported and well informed every step of the way.

OMama began as a two-year maternity care pilot project, launched in December 2015 with support from eHealth Ontario and funding from the Government of Ontario.

## SOLUTION

The OMama experience was developed with not just the target audience's experience in mind, but with each and every individual user experience in mind - an ambitious goal that makes OMama a one-of-a-kind, user-focused project. Under the direction of an Advisory Committee made up of experts in obstetrics, family medicine, midwifery, nursing, e-health, technology, health promotion, social work and health policy, OMama worked closely with eSolutionsGroup to create a website and custom mobile application to deliver trustworthy, easy-to-understand, reliable information specifically for pregnant women living in Ontario. We designed OMama's website and mobile application to:

 Provide users access to trustworthy information on more than 150 topics related to pregnancy, birth and early parenting

- Organize a wealth of information into an easy-to-navigate timeline
- Categorize topics by milestones experienced during pregnancy
- Create an intimate relationship between this audience and the OMama brand
- Offer users comfort in the support available to them, anytime and anywhere

## OQLS

The right tools make all the difference. OMama features:

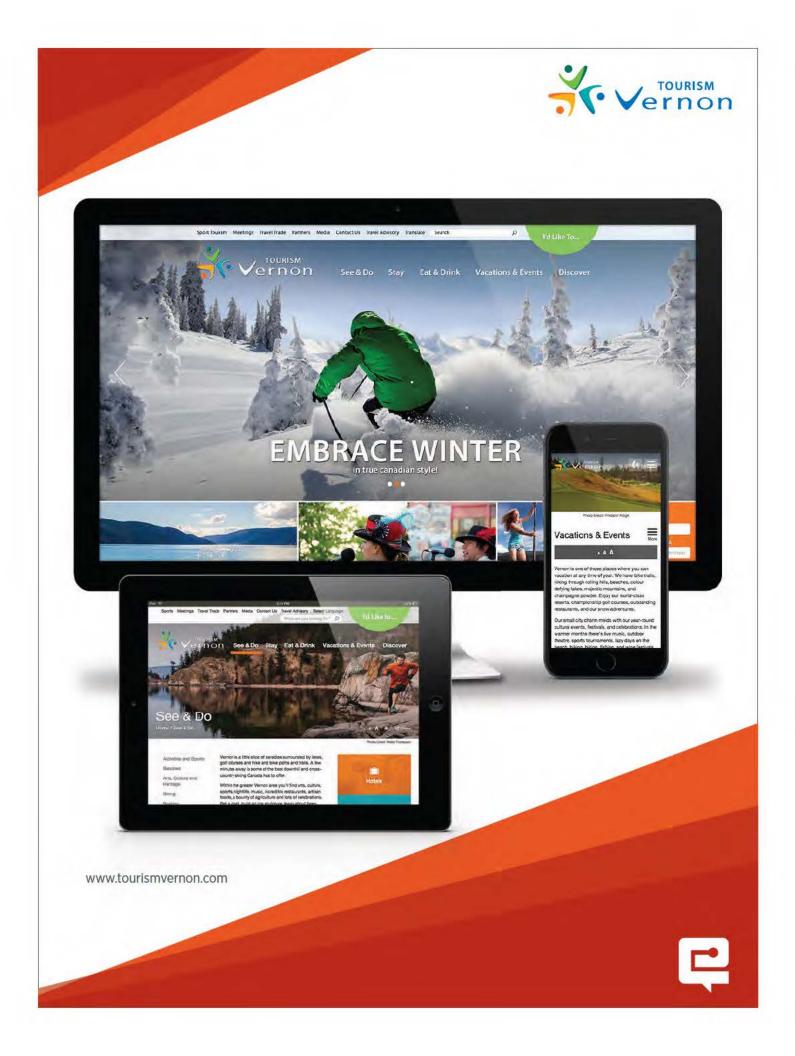
- iCreate
- Data Fortress
- Feedback form
- Rotating banners
- Short URLs
- Sitemap manager
- Social media integration
- Workflow approval

## SERVICES

The right people bring a solution to life. Our team provided the OMama with:

- Sitemapping workshop
- Training
- Web design
- Web development
- Fully customized mobile application







Tourism Vernon needed a new website that could show potential visitors all the great things about the Greater Vernon area, while being accessible on all devices, and that would stand out, even against their closest competitors. eSolutionsGroup worked with Tourism Vernon to showcase Vernon's gorgeous valleys and lush, natural splendor by developing a visually striking and an easy-touse website that not only allows users to find what they are looking for guickly and easily, but it even suggests pre-packaged vacations for the different types of tourists who are looking to plan a vacation.

The new website now conveys Vernon as a progressive, culturally rich, exciting and connected tourism destination, while retaining its roots and ties to nature and the community. Tourism Vernon's new website's standout features are the hotel and flight booking widgets. These widgets allow users to book their vacation right from the website's homepage, meaning they never have to leave the Tourism Vernon website to plan any part of their visit to Vernon. The website also offers a vacation section, with complete packages, guides and suggested theme vacations, even in the shoulder seasons when tourism in the North Okanagan has historically been lower. Integration of their social media accounts allows for users to see all of the up-to-date news right from the homepage, ensuring that content is never stale, and that Vernon always appears as the happening place to be, no matter what's happening in the Greater Vernon Area.

## KEY FEATURES

- Hotel booking widget
- Flight booking widget
- What's Your Travel Type? Questionnaire
- Consistent brand, look and feel throughout website
- Google translate
- Responsive design
- High quality images that showcase
   Vernon's natural magnificence

## 10015

The right tools make all the difference. The Vernon Tourism website now utilizes:

- i:Create CMS content editing and managing
- Google site search
- News feeds from Twitter, Instagram and Facebook
- Tourism Directory
- News and Alerts
- Interactive Events Calendar
- A to Z menu
- Feedback form



# Explore your DISCOVER SOMETHING NEW



Situated on the Columbia River in the West Kootenay region of B.C., over 7,500 residents call Trail their home. Trail has a growing technology, research and development sector, pristine natural beauty, affordable real estate and some of the best outdoor sporting opportunities in Canada.

Looking for a way to better market the high-quality lifestyle in Trail, city staff wanted to refresh their website with more visual appeal, modernize the underlying technology and replace their existing content management to make the website easier to update.

To help the city achieve its goals, staff partnered with eSolutions to create an intuitive audience-first website. eSolutions facilitated two days of sitemapping and creative sessions with staff, residents and other public stakeholders, eSolutions then designed the website based on the feedback they received and trained city staff how to write effective web content so that the website would provide quality information that resonates with all of its visitors.

## THE RESULTS

Launching in February of 2014, the City of Trail's new website presents visitors with a captivating home page, showcasing images of Trail's natural beauty. An intuitive navigation structure focuses on the needs of the various audiences, allowing visitors to quickly navigate to the content they're looking for. Additionally, a prominent search bar and key calls to action provide easy access to content within the website. The website is mobile friendly for those using smartphones. Staff now manage content easily using the **iCreate Web Content Management System**.

## TARGET AUDIENCE

Residents, tourists and investors are the primary audiences for the new website. City staff, media and government representatives are secondary audiences.

## OUR TOOLS

The right tools make all the difference. The Trail, BC site features:

## 2Big4Email

iCreate (content management system)

iCalendar (site-wide event calendar)

iSurvey (forms and surveys)

Business directory module

Cemetery mapping application

Emergency banner

Google site search

Integration of council calendar with agendas, minutes, meetings into iCompass

Mobify (mobile content)

News module (main page news feed)

Photo gallery

Social media integration (Facebook, Twitter, YouTube, LinkedIn, Pintrest)

Staff directory

Data Fortress (secure data hosting)

## OUR SERVICES

The right people bring a solution to life. Our knowledgeable team provided the City of Trail with:

- Accessibility training Graphic and web design Sitemapping consultations
- Web design and development
- Web writing workshops

## HOW CAN WE HELP YOU?

We offer customized solutions to meet your unique needs. If we don't have the tool you need, we'll create it. See what we can do for you.



www.trail.ca

## CITY OF YELLOWKNIFE A GEM TO BE DISCOVERED.

### OT OF YELLOWKNIFE

Yellowknife is a culturally rich city, full of diversity with many aboriginal communities and approximately 25 languages spoken. Although located in a remote part of Canada, it is an urban centre with all of the modern amenities you would expect from a major city, and as such required a new website that promoted its unique lifestyle, diverse community and urban amenities while intuitively housing and sharing all of the information residents, city staff and visitors require.

## SOLUTION

eSolutions gathered input from the community and it's stakeholders to develop a responsive website that spoke to this culturally diverse and vibrant city.

- Facilitated community engagement initiatives, including online surveys, focus groups and one-on-one discussions with residents, city staff, stakeholders and key members of council including voting on final design concepts.
- Designed and developed an intuitive, responsive website that works seamlessly across all devices using our own iCreate content management system.
- Enhanced eServices; an interactive calendar and photo gallery, and intuitive search tools work to promote the city's community engagement efforts.
- Incorporated our e-procurement solution Bids & Tenders that will work to save the city time, money and resources while streamlining their online bid process.
- Google Translate was incorporated to ensure all content was available to all residents in the language of their choosing.

 Included a reusable content database allowing content to be updated from one centralized page and easily shared to multiple pages through a click and choose functionality.

## TOOLS

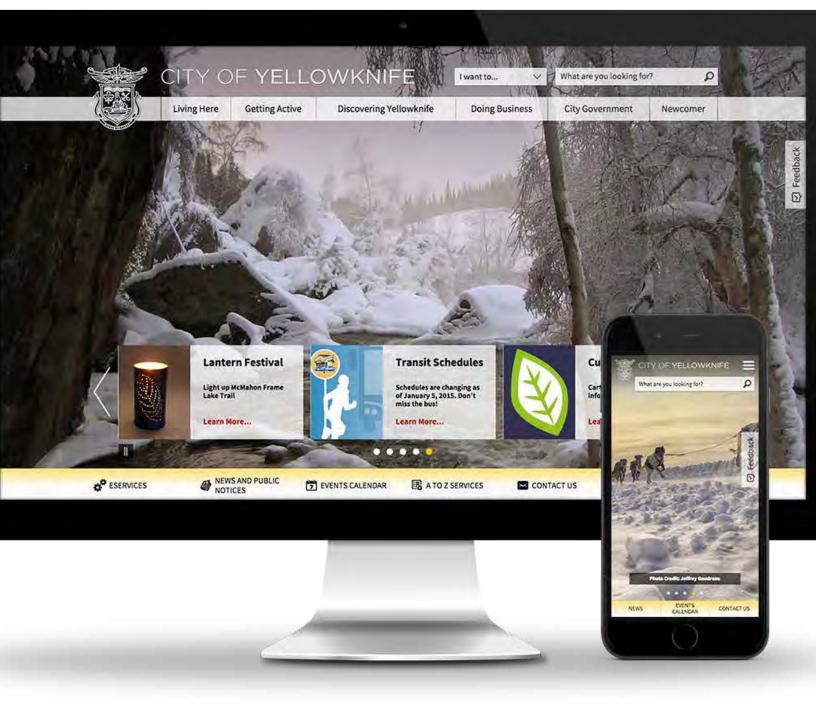
The right tools make all the difference. eSolutions provided Yellowknife with:

- iCreate CMS
- Bids & Tenders
- Responsive design
- Calendar of events with public submission
- Interactive photo gallery
- iSurvey
- eNewsletter
- Google Translate
- Reusable content database
- Social Media integration

## SERVICES

The right people bring a solution to life. eSolutions provided Yellowknife with:

- Engagement focus groups for sitemap and concepts
- Governance documentation
- Website design and development
- Communications and marketing best practices
- Sitemap & writing for the web workshops
- Accessible document training
- Training on iCreate and Bids & Tenders
- Landing page concepts



www.yellowknife.ca



## CALGARY POLICE SERVICE



Questions

What is a Police Information Check?
 What databases are searched?
 What databases are searched?
 What information Check?
 Police Information Check?
 How do Lcomplete my Police

## January 4, 2015 POLICE INFORMATION CHECK

#### Welcome

-

.

Welcome to ePIC - the electronic Police Information Check online system. The Pelice Information Check Unit of the Capary Police Service is very pleased to offer the colores of Calcary the ability to utilize an automated online system for submitting Police Information Checks.

sPIC will allow Apploants the convenience of applying online to submit their applications 24/7 from any location. There is no paperwork required and applicatios can monitor the status of thrie application, any inst. through thic event personal account. Applications have the shally to say for their application through a secure payment system which accepts credit card and interac transactions.

The ePIC system will allow results of the Police Information Check applications to be delivered directly to Applicants for verwing online, Applicants will be able to share their completed Police information Check results with an Appropriate and additionally, can share the same results, to multiple agencies without laving to submit a new application.

sPIC will allow Agencies the convenience to preate accounts and view all of their applicants' results online. Agencies will have the option of paying for their applicants' Police Information Checks through a secure credit card payment system. Agencies will be able to monitor the Police Information Check Unit application processing dates and manage or track shared applicant results.

Agencies will be able to except applicants' elared results, of a Police information Check, that was orginally completed for a different Agency. Sharing completed results with other Agencies on offer less time celays, induced associated costs and the potential to expedite placement for potential employees, volumeers or students.

The Police Information Check Unit is coefficient our new ePIC online system will greatly enhance our service to the citizens of Calgary.

Our Mission: "To assist in promoting a safe community for our citizens and vurnerable persons through administering thorough, accurate and complete police information background checks for individuals







## **€** ⊖PIC

Continually striving to preserve the quality of life in their community, the Calgary Police Service (CPS) has been maintaining Calgary as a safe place to live, work and visit since 1885. The Police Information Check Unit (PICU), performs Police Information Checks (PIC) for Calgary residents who require one in order to volunteer or to obtain employment and desired a more automated solution to the collection of information and payment submissions online.

## SOLUTION

eSolutions worked directly with the Calgary Police Information Check Unit to create the first in Canada, fully customized program called **ePIC Online System** which now automates Police Information Checks **saving time and money**.

- ePic Online System integrates directly into the existing Calgary Police, Police Information Check solution providing submission information and details, and allows residents and agencies the ability to view their PIC results online.
- Applicants and agencies are able to create a secure account to submit a detailed application, make payment submissions and review the results of their application.
- An administration portal allows specific authorized CPS users the ability to manage all applications easily and effectively.
- Financial and application reports are easily generated through the system.

## SERVICES

eSolutions provided Calgary Police with:

- Needs assessment
- Detailed requirements document
- Programming
- Training on new system
- Fully Cusomized ePIC Online System

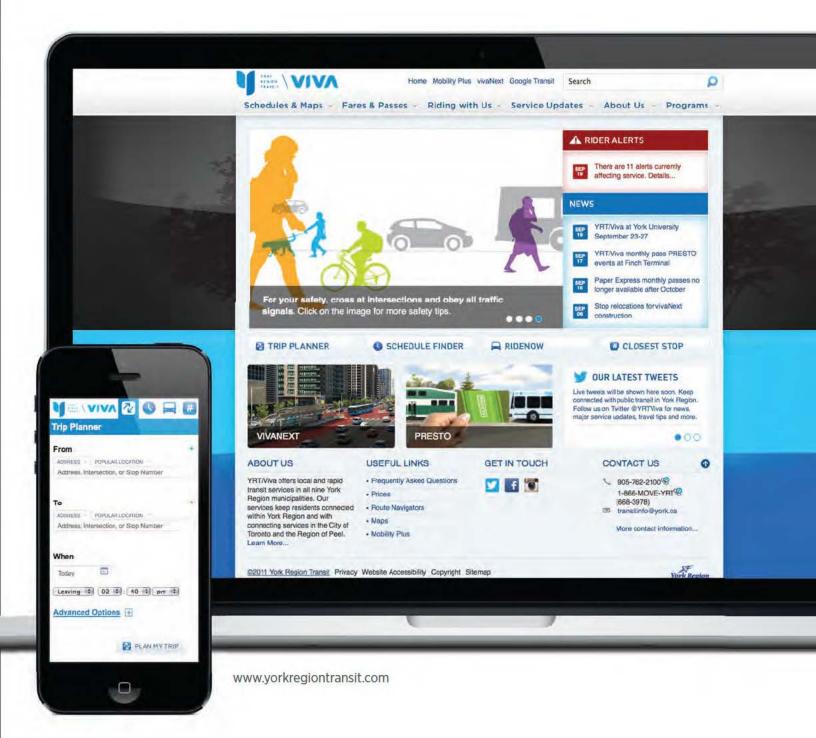
## DON'T TAKE OUR WORD FOR IT

The **ePIC Online System is the first in Canada** and has significantly increased the efficiency of the Police Information Check process by eliminating manual input of information reducing time and cost.

"I have been very impressed with eSolutions with regard to this project. The success of the project is attributable to the excellent working relationship between the eSolutions team and the CPS project team."

- Amanda Welfare, Manager Administration, Calgary Police Services





**WAIAVAIAVAIAVAIAVAIA** 



# CONNECTING YOU TO WHERE YOU WANT TO GO



VIVAVIVAVIVAVIVAVIVAVIV/

## TECHNOLOGY {YORK REGION TRANSIT}

Struts 1.2

## TRANSIT

GTFS (General Transit Feed Specification) GTFS-Realtime (General Transit Realtime Feed Specification) Trapeze Schedule Finder Trapeze Trip Planner **WEB** HTML5 Responsive / Mobile CSS JavaScript jQuery Ext.Net Microsoft ASP.NET C# / VB Microsoft ASP 3.0 JSP / JSF PHP ColdFusion XML / XSLT Facebook API Google Search Appliance DATABASE Microsoft SQL Server 2008 R2 MySQL PostareSQL

## Oracle

MICROSOFT & EXTENSIONS

Microsoft Visual Studio 2012 Microsoft .NET Framework v 4.0/4.5 Microsoft ASP.NET MVC 4 Microsoft ASP.NET Ajax Telerik ASP.NET Ajax Microsoft Entity Framework NHibernate 3.0 SHAREPOINT

## Team Foundation Services

## JAVA & EXTENSIONS

Apache Tomcat 6.0+ Apache Ant & Maven JDK 1.6+ J2ME SDK 3.0 EJB 3.0 Eclipse 3.0 + WebSphere (IBM) Hibernate 3.0 GWT 1.6 + SmartGWT 1.1 Spring Framework 2.5 + Velocity 1.6 **GRAPHICS** Adobe PC & Mac Acrobat AfterEffects CC Audition CC Bridge CC Director Dreamweaver CC Edge Animate Encore CC Fireworks CC Flash & Flash Builder CC Illustrator CC InDesign CC Lightroom MediaEncoder CC Photoshop CC Prelude CC Premiere Pro CC Soundbooth CC Speedgrade CC Apple - Mac Aperture Final Cut Express GarageBand iPhoto Keynote Numbers & Pages **Other Programs** Autodesk 3ds max 2014 (PC) Autodesk Composite 2014 (PC) Google SketchUp (PC & Mac) Microsoft Excel (PC & Mac) Microsoft PowerPoint (PC & Mac) Microsoft Word (PC & Mac)

Object2VR (PC) Pano2VR (PC) Quark Xpress 6.5 (Mac) Unity Pro 4.x (PC) AODA, WCAG, AND W3C COMPLIANCE Total Validator AChecker Web Link Validator

Web Link Valid NVDA JAWS QA Redmine

Selenium Watir NeoLoad OPERATING SYSTEMS

## Microsoft

Windows 2003 & 2008 Server Standard/ Enterprise ( R2 ) Windows 2012 Server Standard/ Datacenter Mac OS Mac OSX 10.9/10.8/10.7 SERVER HARDWARE

IBM xSeries x3550, x3650, x3950 Dell PowerEdge T410, R420, R710, R720 Virtualization Technologies VMware vSphere 4.1/5.0 Microsoft Hyper-V Server 2008/2012 Storage Technologies IBM DS & DELL Equallogic Storage Arrays Linux/BSD RHEL 4/5/6 CentOS 4/5 FreeBSD/OpenBSD **HP** Proliant HP Proliant DL Series/ML Series



## CREATIVE. CONSULTING. CUSTOM DEVELOPMENT. OUT-OF-THE-BOX.

For more information please contact eSolutions:

**FREDERICTON, NB** 466 Hodgson Road T. 506-458-1248 **OTTAWA, ON** 179 Colonnade Road, Suite 400 T. 613-727-694 **TORONTO, ON** 184 Front Street East, Suite 302 T. 416-360-1600

## OTTAWA POLICE SERVICE THE TRUSTED LEADER IN POLICING

## OTTAWA POLICE SERVICE

Proudly serving the National Capital, the Ottawa Police Service (OPS) is known for being highly trained and technically equipped. As such, they wanted an improved online presence that would speak to that same level of service through a website that is intuitive, well organized and accessible across many devices.

## OUR SOLUTION

eSolutions, created the new website in a way that would allow users to easily engage and interact with the OPS through social media, access to "most wanted" items, submission of online reports and participating in surveys. Developed using iCreate, the OPS website features:

Integration of the iCreate Content Management System means staff are able to effectively manage and update all content as needed ensuring it is always current and up-to-date.

The **newsfeed** is featured directly on the main page keeping the citizens up-to-date and **links directly to social media** to get information out to the public as quickly as possible, while also allowing citizens to share the news feature on their own social properties with the one-click **share icon**.

E-messaging allows subscribers to receive vital information easily via email or text, ensuring transparency.

Mobify translates the website into a mobile version so users can quickly and easily access information no matter where they go or what device they are using.

## THE RESULTS

Launched in May 2014, the new Ottawa Police Services enhanced online presence allows them to better engage and interact with the community in a new way, encouraging dialogue and making services more accessible across all users and devices.

## TARGET AUDIENCE

Their new web portal and mobile site connects the Ottawa Police with the citizens and visitors of their community.

## OUR TOOLS

The right tools make all the difference. The Ottawa Police site features:

- iCreate (content management system)
- iCalendar (site-wide event calendar)
- iSurvey (forms and surveys)

Data Fortress (secure data hosting)

Mobify (mobile content)

- News module (main page news feed)
- Alert banner (customizable alerts)
- Google site search & translate
- Social media integration (Facebook, Twitter, YouTube, LinkedIn, Pintrest)
- Integration of third party modules

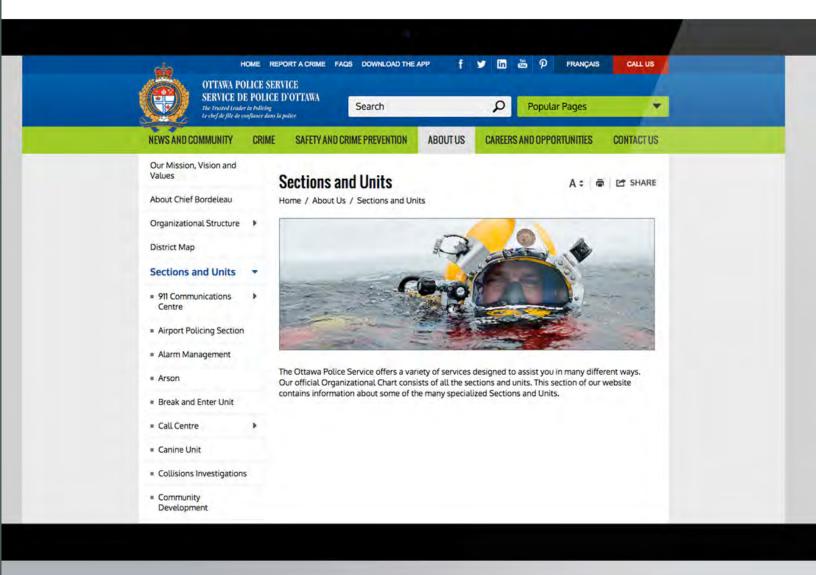
## OUR SERVICES

The right people bring a solution to life. Our knowledgeable team provided the Ottawa Police with:

Sitemapping consultations Graphic and web design Web development English and French websites Annual Report mini site Training on iCreate and other tools Web writing workshops

## HOW CAN WE HELP YOU?

We offer customized solutions to meet your unique needs. If we don't have the tool you need, we'll create it. See what we can do for you.



www.ottawapolice.ca

# A VIBRANT COMMUNITY





The Town of Ajax is a vibrant lakeshore community. The Town needed a new website to showcase their recreation programs, events, festivals and business development initiatives. They were looking to create and maintain connections with their citizens who were seeking community and Town services information. Ultimately, the Town site was part of a larger initiative to create six websites. each geared to specific audiences including investors, library patrons, youth and visitors.

The Town website uses large rotating image banners to feature the Town's current events and festivals. The homepage design has clear 'calls to action' that make accessing the Town's many services easier. Other features used in the website include **iCalendar, A-Z services list, BrowseAloud** for accessibility, eSolutions' **news module**, and a **share module** so that all pages can be linked to social media sites.

eSolutions makes site management easy with their **iCreate content management system** and facilitated **Effective Writing for Websites** workshops over a series of weeks for the Town's content writers and editors.

## THE RESULTS

The Town of Ajax has a new website that showcases their thriving community and delivers information and services to the residents. eSolutions was there to provide the tools and experience needed in the creation of a highly usable, well designed and easily managed website.

## TARGET AUDIENCE

The target audiences for this website are the citizens of the Town of Ajax.

## **OUR TOOLS**

The right tools make all the difference. The Town of Ajax site features:

- Web
- Database
- iCreate (content management system)
- iCalendar (site-wide event calendar)
- Data Fortress (secure data hosting)
- News module (main page news feed)
- Microsoft and extensions
- Integration
- Java and extensions

## **OUR SERVICES**

The right people bring a solution to life. Our knowledgeable team provide the Town of Ajax with:

- Website design and evelopment
- Sitemapping consultations
- Web writing workshops
- Focus groups and surveys
- Creative brief
- PMI methodology for project management
- Functional specification and design
- Agile programming

Security

## HOW CAN WE HELP YOU?

We offer customized solutions to meet your unique needs. If we don't have the tool you need, we'll create it. See what we can do for you.



www.ajax.ca

## WHERE PEOPLE, NATURE AND BUSINESS THRIVE.





As part of the Greater Toronto Area on the west end of Lake Ontario, Burlington is a busy and beautiful city with a strategic location that appeals to residents, visitors, business owners and investors. Recognizing the need to elevate its web presence with the integration of online services, properly organized and written web content and a responsive navigation Burlington enlisted eSolutions to reinvigorate the City's website.

## SOLUTION

eSolutions began this project with in-depth requirements gathering. This included inperson focus groups, collaborative sitemap sessions with public groups, city staff and analysis of Burlington's unique website needs.

- Built in our iCreate content management system; the City now has a flexible and responsive website that can easily integrate future e-services, applications, modules and can be displayed across all devices.
- Facilitated training with City staff on iCreate, accessibility and how to write effectively for the web ensuring web updates could be made efficiently and effectively.
- Included a reusable content database allowing content to be updated from one centralized page and easily shared to multiple pages through a simple click and choose functionality streamlining content updates.
- Developed a customized interactive calendar module that integrates visitor profiles, event submissions, and notifications of key events connecting citizens with the City in real time.
- Constructed customized modules such as a Document Manager and accordion fold template to organize high volumes of content in an intuitive way.

- Incorporated the Page Subscription module allowing visitors to subscribe to the web pages they are most interested in and receive notifications when content on that page is updated. The City is able to add a message to the notification and to export a list of page subscribers encouraging connectability with their visitors.
- Provided improved technical infrastructure to help the City keep pace with the increased demand for information, e-services and citizen engagement.

## TOOLS

The right tools make all the difference. Burlington's website features:

- iCreate CMS
- Responsive design
- Document manager module
- Page subscription module
- Reusable content database
- Custom module development
- eCommerce
- News tool
- iSurvey
- Google site search
- News & notices banner
- Photo gallery
- Tier 3 Data Fortress (hosting)

## SERVICES

The right people bring a solution to life. eSolutions provided Burlington with:

- Analysis, focus groups & surveys
- Website design & development
- Graphic design
- Workshops (sitemapping, web writing)
- Accessibility training
- Content management
- Content writing and editing
- Customization of modules



## DON'T TAKE OUR WORD FOR IT

Let the City of Burlington tell you how their new website positively changed the way in which residents, business owners and visitors have access to valuable information and reliable online services.

#### Reference:

Brent Stanbury Business Analyst P. 905.335.7600 ext 7864 E. brent.stanbury@burlington.ca www.burlington.ca

## PREPARE TO BE AMAZED.





The City of Oshawa was looking for a new website that would reflect the vision and values of the growing community, and a way to communicate quickly, easily and efficiently with its many citizens, visitors, business owners and investors. In order to facilitate Oshawa's request for a responsive, easily navigable, visually sharp and informative website, they selected eSolutionsGroup to bring their new vision to a stunning reality.

## SOLUTION

eSolutionsGroup began with an analysis of Oshawa's needs and expectations for the new site, which led to our team's creation and implementation of these featured products and services:

- Implemented a flexible and responsive website that easily integrates eServices, applications and modules, and that displays accurately on all mobile devices.
- Provided training with City staff for iCreate and tools and add-ons, accessibility standards, Writing for the Web.
- Provided the City's internal developers training on how to develop/integrate their apps into the new responsive design using our web parser.
- Utilized a customized interactive calendar module that integrates visitor profiles, event submissions and notifications.
- Created the Facilities module that keeps track of recreational facilities and houses information specific to each one.
- Incorporated the Page Subscription module allowing visitors to subscribe to and receive updates on specific pages.
- Created a personalized Community and Business Directory.
- Facilitated the use of Site-Improve by customizing the back-end of the site.
- Engineered a new Polling tool which allows for multiple polls to be created and embedded within a page.

## TOOLS

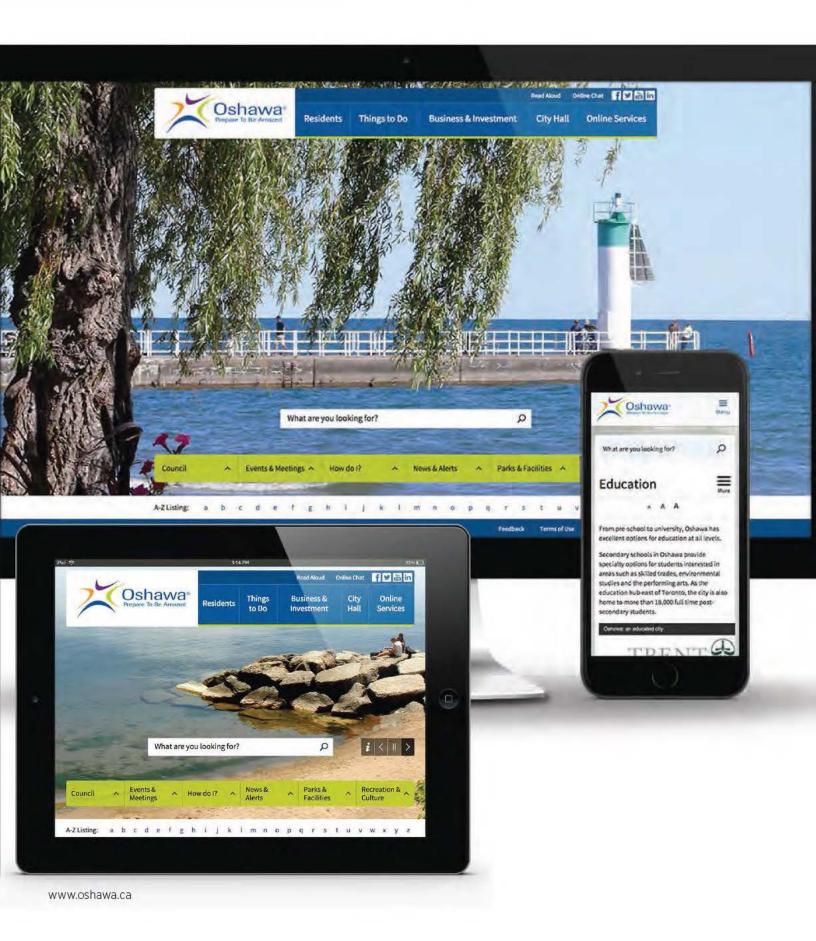
The right tools make all the difference. Oshawa's website features:

- iCreate CMS content editing and managing
- Menu Manager
- Responsive design
- Document Manager and accordion foldout
- Page Subscription
- Reusable Content Database
- Business Directory
- eCommerce
- iSurvey
- Google site search
- News tool, News and Notices
   Manager (with Alert Banner)
- Photo Gallery Manager (and Rotating Image Manager)
- A Z Services menu
- Tier 3 Data Fortress (hosting)
- eBook
- Link Checker
- Email Manager
- Workflow Manager
- Contacts Manager
- Audit Report
- Friendly URLs
- Polls (created for Oshawa)
- Facilities (created for Oshawa)

## SERVICES

The right people bring a solution to life. eSolutions provided Oshawa with:

- Analysis, focus groups and surveys
- Website design and development
- Graphic design
- Workshops (Sitemapping Session, Writing for the Web Seminar)
- Accessibility training
- Content management
- Content writing and editing
- Customization of existing tools
- Creation of new tools and add-ons to fit Oshawa's new requirements







## City of MCKERING

The City of Pickering is a beautiful, waterfront community that celebrates the diversity of its citizens. Creating a website that was mindful of accessibility and a multicultural public was very important to this project.

eSolutions facilitated sitemap sessions with city departments to design intuitive navigation, making sure that highly accessed information was available from the homepage. The site uses many eSolutions modules including **A-Z services, eServices, interactive calendar, news and photo galleries.** There are multiple opportunities for eCommerce including **online event tickets, gift certificates, animal licenses and memberships.** 

City staff are able to easily update content using eSolutions' **iCreate** for content management. As part of the website project, staff received instruction on effective writing for websites through an eSolutions' facilitated workshop.

## THE RESULTS

eSolutions developed an intuitive and accessible website keeping inclusivity at the forefront of the design and content. The text of the site can be translated into 10 languages and the site incorporates BrowseAloud to assist those with learning difficulties or English as a second language. The website is a robust information hub for the many diverse citizens and visitors of the City of Pickering.

## TARGET AUDIENCE

The target audience for this website are the citizens, businesses and visitors of the multicultural community of Pickering.

## OUR TOOLS

The right tools make all the difference. The Pickering site features:

## Web

Database

- Data Fortress (secure data hosting)
- Google translate (10 Languages)
- BrowseAloud
- Microsoft and extensions
- Integration
- Java and extensions

## OUR SERVICES

The right people bring a solution to life. Our knowledgeable team provided the Pickering with:

- Website design and development Sitemapping consultations
- Web writing workshops
- Surveys
- Creative brief

PMI methodology for project management

- Functional specification and design
- Agile programming
- Security

## HOW CAN WE HELP YOU?

We offer customized solutions to meet your unique needs. If we don't have the tool you need, we'll create it. See what we can do for you.

