

File No.: 04-1000-20-2020-224

July 29, 2020

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 April 13, 2020 for:

The City's current contract (along with any amendments and/or change orders) with the provider of parking enforcement handhelds and/or parking citation processing and collection services.

All responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2020-224); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signature on File]

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

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

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

Encl.

:ma

SUPPLY AGREEMENT

BETWEEN:

ACCEO SOLUTIONS INC.

AND:

CITY OF VANCOUVER

RELATING TO PS20160189

DATED JANUARY 31, 2017

SUPPLY AGREEMENT

THIS AGREEMENT is made as of the 31st day of January, 2017 (the “Effective Date”)

BETWEEN:

ACCEO SOLUTIONS INC., a business corporation organized under the laws of Canada and having an office at 75 Queen Street, Suite 6100, Montreal, Quebec, H3C 2N6

(hereinafter referred to as the “Supplier”)

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”)

WHEREAS the Supplier is in the business of providing licences to use parking enforcement platform solutions and related services;

AND WHEREAS the City wishes to procure a licence to use a parking enforcement platform solution from the Supplier and related services upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **“Background IP”** has the meaning ascribed thereto in Section 14.4;
- (c) **“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (d) **“Certificate of Completion”** means a certificate issued by the City, which shall confirm the Supplier’s completion of the Supply under and in accordance with this Agreement;
- (e) **“Change in Control”** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (f) **“City Policies”** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule H or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (g) **“City’s Manager”** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (h) **“Competent Authority”** means:
 - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
 - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
 - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (i) **“Confidential Information”** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement

by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:

- (i) this Agreement; or
- (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the Confidential Information disclosed by the disclosing Party;
- (j) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the performance of the Supply at the Site;
- (k) **"Contract Price"** means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;

- (l) **"Defect"** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
- (m) **"Documentation"** means calculations, drawings, designs, plans, manuals, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
- (n) **"Effective Date"** has the meaning ascribed on Page 1 of this Agreement;
- (o) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (p) **"Environmental Law"** means any Law which imposes any obligations relating to:
 - (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (q) **"Force Majeure"** means, exhaustively, any:
 - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or

- (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;
- (r) **“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (s) **“Group”** means:
 - (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
 - (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (t) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (u) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (v) **“Key Project Personnel”** means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;

- (w) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;
- (x) **"Letter Agreement"** means an agreement in the form of Schedule K;
- (y) **"Licenced Solutions"** means the licenced software and other technological solutions of the Supplier that are included in the Supply;
- (z) **"OHS Requirements"** means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (aa) **"Other City Entity"** means each of the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;
- (bb) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;
- (cc) **"Permitted Purpose"** has the meaning ascribed thereto in Section 15.3;
- (dd) **"Preferred Supplier"** means a person named in Schedule F;
- (ee) **"Proposal"** means the Supplier's proposal dated June 3, 2016, submitted by the Supplier to the City in response to the RFP;
- (ff) **"Release"** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (gg) **"Representative"** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (hh) **"RFP"** means the City's Request for Proposal number PS20160189;
- (ii) **"Safety Incident"** means:
 - (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.

- (jj) **“Sales Tax”** has the meaning ascribed to such term in Section 16.1;
- (kk) **“Site”** means each of the worksites at which the Supply shall be performed, as shown in Schedule J and each other place where the Supply is performed;
- (ll) **“Subcontractor”** means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;
- (mm) **“Supplier’s Manager”** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (nn) **“Supply”** means the provision of the licences, goods, services and works described in Schedule A (or, as the context requires, the particular such licences, goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (oo) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
 - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (pp) **“Time(s) for Completion”** means the time(s) stated in Schedule E by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;

- (qq) “**Variation**” has the meaning ascribed to such term in Section 3.9(a); and
- (rr) “**WCA**” means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for “agreement” requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words “include”, “includes”, “including” and “included” shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) “control” when used to describe a relationship between one person and any other person, has the following meanings:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

- (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- (iii) the general partner of a limited partnership controls the limited partnership; and
- (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Scope of Licenses, Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Specific Deliverables
Schedule E	Time Schedule for Supply
Schedule F	Preferred Suppliers
Schedule G	Service Level Agreement
Schedule H	City Policies
Schedule I	Key Project Personnel
Schedule J	Site
Schedule K	Form of Letter Agreement
Schedule L	Statement of Work
Schedule M	Options & Pricing
Schedule N	Master Three-Party Depositor Escrow Service Agreement
Schedule O	Additional Appendices 1-6, as included in the RFP

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

This Agreement shall come into full force and effect on the Effective Date.

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the fifth anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up to five successive one-year periods following the fifth anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

ARTICLE 3 SUPPLY; GENERAL TERMS

3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities set out herein, and otherwise in accordance with the reasonable directions of the City in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any licences, goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the requirements of the City set out herein.
- (d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.
- (e) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply to one or more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction. Moreover, the Supplier shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with each relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

3.2 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.3 Sufficiency and Competence of Personnel

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required in this Agreement.

- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design or development work, such design or development work shall be carried out by qualified designers or developers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of Licenses, Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

3.4 Design Review

- (a) Where so specified in Schedule A (Scope of Licenses, Goods and Services) or as otherwise agreed to by the Parties in accordance with Section 3.9 hereof, the Supplier shall submit design-related Documentation for review by the City, and shall not proceed with work on the basis of such design Documentation until the City's approval of such Documentation has been received in writing.
- (b) The Supplier will assist with the provision of information to enable the City to complete a required City architecture document (AR2) for approval by the City's Chief Technology Officer.
- (c) None of:
 - (i) the submission of Documentation to the City by the Supplier;
 - (ii) its examination by or on behalf of the City; or
 - (iii) the making of any comment thereon (including any approval thereof)shall in any way relieve the Supplier of any of its obligations under this Agreement or of its duty to take reasonable steps to ensure the accuracy and correctness of such Documentation, and its suitability to the matter to which it relates.

3.5 Standards and Requirements

The Supplier shall (and shall ensure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Scope of Licences, Goods and Services), Schedule D (Specific Deliverables), Schedule E (Time Schedule for Supply), Schedule G (Service Level Agreement), Schedule L (Statement of Work), Schedule M (Options & Pricing), Schedule O (Additional Appendices), and the reasonable instructions of the City;
- (c) the City Policies; and

- (d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in Sections 3.5(a) to 3.5(d) in the order of priority in which such standards or requirements are listed (with Section 3.5(a) being of highest priority).

3.6 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

3.7 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and Good Industry Practice.
- (b) The Supply shall, when completed, constitute a fully operable, turn-key solution, ready for immediate use by the City and fit for the use for which it is intended (as described in Schedule A hereto) and the Supplier warrants that the Supply shall, upon completion, be without defects or imperfections and shall function correctly and adequately and without any need of repair or improvement following the completion of the Supply for the duration of the Term or such defects, imperfections, or failures to function correctly and adequately shall be remedied by, or such repairs or improvements shall be undertaken by, the Supplier in accordance with Schedule G (Service Level Agreement) to this Agreement and without cost (other than any fees set out in Schedule G (Service Level Agreement)) or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.
- (c) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted against defects in design, manufacturing, materials, workmanship and performance from the time of delivery to the City for a period of the Term, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (d) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (e) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (f) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.

- (g) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.7 or to evidence the Supplier's compliance with this Section 3.7, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.7.

3.8 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) The City intends to use the Supplier as a preferred supplier of the licences, goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any licences, goods or services.

3.9 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Licenses, Goods and Services), a time expressed in Schedule E (Time Schedule for Supply) or the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.9.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:
 - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and

- (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, and corresponding changes to Schedule G (Service Level Agreement), as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.9(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

3.10 Tests; Defects and Acceptance

- (a) When, in the Supplier's judgement, any part of the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall perform such practical tests of the Supply as is described in Schedule L (Statement of Work), and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.
- (b) If a Defect appears: if the testing described in the foregoing Section 3.10(a) reveals, in the reasonable judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse in the City's sole discretion, to remedy any Defect in the Supply by the date provided for in Section 3.10(d), the City may, in its sole discretion:
 - (i) decrease payment to the Supplier required under Article 9 of this Agreement going forward from the date provided for in Section 3.10(b) until the Supplier remedies the Defect by an amount equivalent to the decrease in the value of the Supply; or
 - (ii) if the Defect is with respect to a material aspect of the Supply, then the City may terminate this Agreement pursuant to this Section 3.10(e) and the Supplier will reimburse the City for all of the fees the Supplier has received from the City to that date pursuant to this Agreement. For clarity, a "material aspect of the Supply" would mean the inability of

the City to perform those acts listed in Section 1.1 of Schedule A to this Agreement.

- (f) When the City is reasonably satisfied that the Supply has been completed and is without Defects, the City shall promptly issue to the Supplier a Certificate of Completion.
- (g) Without prejudice to any right or remedy of the City under this Agreement, performance of the Supplier's obligations in respect of the Supply shall not be considered to have been completed until the corresponding Certificate of Completion is issued in accordance with Section 3.10(f).

3.11 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
 - (i) payment therefor by the City;
 - (ii) its delivery to any part of the Site; and
 - (iii) its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing provisions of this Section 3.11, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City / the Certificate of Completion has been issued.

ARTICLE 4 PREFERRED SUPPLIERS

4.1 Procurement of Supplies

If so required as part of the Supply specified in Schedule A (Scope of Licenses, Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

- (a) those materials and/or services specified in Schedule F (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) where no particular materials and/or services are specified in Schedule F (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

4.2 Information Concerning Alternative Suppliers

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or
- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

4.3 Use of Alternative Suppliers

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule F (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

ARTICLE 5 CONTRACT MANAGERS

5.1 City's Managers

- (a) The City hereby designates each of Cathy Palmer and Dan van Balkom as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Supplier's Managers

- (a) The Supplier hereby designates each of Michel Guay and James Olivieri as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City (through an executive officer or City's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 5.1(b).
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon written notice to the City.

5.3 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice in writing to the other Party.

ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;

- (b) the Supplier is a business corporation duly organized, validly existing and in good standing under the laws of Canada and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license, **if applicable**;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights,

labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;

- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, be and act as the prime contractor, and the Supplier assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

6.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable Competent Authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.4 Covenants Regarding the Environment

- (a) The Supplier shall:
 - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;

- (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
 - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
 - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Supplier shall:

- (a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
- (b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

6.6 Covenants Against Encumbrances

- (a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.

- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

ARTICLE 7 PERSONNEL

7.1 Separate Personnel

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.
- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current

employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.

- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

7.2 Changes in Personnel

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
 - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
 - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
 - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
 - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
 - (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or

- (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

ARTICLE 8 REPORTING

8.1 Progress Reports

- (a) Periodic progress reports shall be prepared by the Supplier and submitted to the City in a format reasonably acceptable to the City / the format required by the schedules hereto, if any, or as otherwise required by the City, each within seven days after the last day of the quarter to which it relates.
- (b) Each such progress report shall include (as a minimum):
 - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
 - (ii) copies of any quality assurance documents;
 - (iii) information and statistics relating to health, safety, environmental and community relations aspects of the Supply, as applicable;
 - (iv) health and safety statistics, including details of:
 - (A) any Safety Incidents or other injuries, accidents, or safety or near-miss incidents relating to the safety of the Supply; and
 - (B) any hazardous accidents, incidents and activities relating to environmental aspects of the Supply or community relations, including any Releases of any Hazardous Substances; and
 - (v) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise any aspect of the Supply or the timing therefor.

8.2 Assistance regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

8.3 Other Reports

The Supplier shall provide any additional reports and information regarding the Supply or the Site reasonably requested by the City at any time.

ARTICLE 9 PAYMENT; AUDITS

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
 - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
 - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in relation to the Supply if no liens then exist.
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all

information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.

- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
 - (i) the number of the purchase order of the City relating to the particular Supply to which the invoice relates;
 - (ii) an itemized list of the amounts owing;
 - (iii) the time period to which the invoice relates;
 - (iv) a description of the portion of the Supply to which the invoice relates;
 - (v) the total amounts payable under the invoice; and
 - (vi) such other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

9.3 Procedure for Invoices

- (a) The Supplier shall submit each of its invoices to the City, Attention: Accounts Payable, by email to APInvoice@vancouver.ca, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

9.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

9.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

9.6 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

9.7 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without

limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

ARTICLE 10 CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY

10.1 Scheduled Items

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in Schedule C (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Schedule C (if any), and in accordance therewith.

10.2 Other Information

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

10.3 Decisions in Writing

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

10.4 Access to the Site

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

ARTICLE 11 LIABILITY AND INSURANCE

11.1 Covenants of Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including reasonable legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
 - (i) any:
 - (A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;

- (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) damage to the natural environment, including any remediation cost recovery claims;
 - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
 - (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
 - (F) failure by the Supplier to fully comply with the provisions of this Agreement;
 - (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
 - (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
 - (I) breach of the warranties of the Supplier contained herein,
in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or
 - (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard, subject to such defect or failure being remedied by the Supplier in accordance with Schedule G (Service Level Agreement) to this Agreement.
- (b) Nothing in this Section 11.1 nor otherwise in this Agreement (but subject to Section 11.1(c)) shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
- (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (ii) any loss or damage flowing from the termination of this Agreement for convenience by the Supplier or for cause by the City.
- (c) To the maximum extent permitted by applicable Laws and notwithstanding any other applicable provision to the contrary, the Supplier's total maximum aggregate liability under this Agreement to the City for all claims and damages,

including for breach of contract, strict or statutory liability, tortious liability, extra-contractual liability, indirect, consequential, special, punitive, exemplary, or incidental damages, loss of profits, value, or revenues arising in relation to or under this Agreement, damages for business interruption, or loss of business information or data shall not, under any circumstances, exceed on an aggregate basis the fees paid to the Supplier by the City pursuant to this Agreement plus the amounts the Supplier receives from its insurers under the policies taken out and maintained pursuant to Section 11.4 as a result of the Supplier's obligations under this Section 11.1.

- (d) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

11.2 Contamination of Lands

This section is deleted.

11.3 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to ARTICLE 11, the following provisions shall apply:

- (a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification shall, subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 11.3(f); and
 - (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including reasonable legal fees) that it may incur by reason of such action,

permit the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):
 - (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;

- (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
 - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
 - (i) the Supplier is not entitled, or fails, to take conduct of the claim in accordance with Section 11.3(a); or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);
- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free, upon the Supplier failing to take conduct of the claim in accordance with Section 11.3(a), to give notice to the Supplier that it is taking over the conduct of the claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
 - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
 - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;
- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in

relation to such the person entitled to indemnification shall issue instructions accordingly; and

- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

11.4 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of two years afterwards, commercial general liability insurance with coverage of not less than \$2 million per occurrence and at least \$2 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis. In addition, the Supplier shall take out professional liability insurance or errors and omissions insurance with coverage of not less than \$2 million per occurrence and at least \$2 million of annual aggregate coverage.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4(a).
- (d) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 11.4 have been taken out and are being maintained.

ARTICLE 12 FORCE MAJEURE; TERMINATION

12.1 Force Majeure

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:

- (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
 - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
 - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any reasonable instructions from the other Party, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 15 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 15 days.

12.2 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any reasonable instructions from the City as to how to do so.

- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within seven (7) days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 30 days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
- (e) The Supplier will notify the City in writing if there is a Change in Control of the Supplier.

12.3 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;

- (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information of the City provided to the Supplier for the purposes of this Agreement;
 - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of \$100, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).
- (d) Except for termination by the Supplier resulting from the City's breach of the license terms and conditions set out in ARTICLE 14, the City shall retain, and may continue to use, all Licenced Solutions delivered by the Supplier to the City prior to the date of termination, and the license for those Licenced Solutions shall remain in full force and effect, provided that all corresponding license fees have been paid for in full before the termination date or are paid for in accordance with Section 12.4(c).

12.5 Other Surviving Rights and Liabilities of Parties

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.7 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

**ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING**

13.1 Assignment

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

13.2 Subcontracting

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 14
INTELLECTUAL PROPERTY**

14.1 Licence

- (a) Subject to the terms and conditions hereof, the Supplier hereby grants to the City a non-exclusive, non-transferable (except as provided herein), perpetual license to use and execute the Licenced Solutions and to use the Documentation as contemplated hereunder.
- (b) For greater clarity, the foregoing license only covers the object code of the Licenced Solutions.

- (c) Subject to the terms and conditions hereof, and the timely subscription and renewal by the City of the support and maintenance services included in the Supply, the license for the Licenced Solutions and the Documentation covers, and the support and maintenance services include, all regular updates of the Licenced Solutions to be released by the Supplier from time to time during such period for which the City subscribes to the support and maintenance services, as the case may be. Major enhancements, however, may be subject to additional fees as determined by the Supplier, and shall only be available on commercial terms subject to further agreement between the Parties.
- (d) For clarity, the Parties acknowledge and agree that the City is the exclusive owner of all rights, title, and interests in all of the records, reports, and other documentation in whatever form, including but not limited to tangible and electronic copies, that the City and its employees and agents generate or create using the Licenced Solutions, including, without limitation, all Intellectual Property Rights therein.

14.2 Use and Protection of Licenced Solutions

- (a) The City shall use the Licenced Solutions solely for its internal use and, except as expressly permitted hereunder, the City shall have no right to otherwise use the Licenced Solutions (or their source code), or to sublicense, deliver, distribute, re-sell, rent, disclose or otherwise allow access to or make available the same to any third party whatsoever (whether under a SaaS Model, on a time-share basis, or otherwise).
- (b) The City shall not reverse engineer, de-compile, disassemble, transform, modify, translate or otherwise attempt to decrypt or derive the source code, any trade secrets, or any sensitive or proprietary information in or in respect of the Licenced Solutions, nor attempt or allow same, either directly or indirectly, unless required to do so in the City's sole discretion pursuant to Section 14.8.
- (c) The City shall take all appropriate action by instruction, agreement, or otherwise, with any employees or third parties who gain any access to the Licenced Solutions (or their source code) through the City to inform them of the confidential and proprietary nature thereof, and to have appropriate agreements with such people to satisfy the obligations under this Agreement with respect to use, copying, modification, protection, non-disclosure and security thereof. The City shall immediately report in writing to the Supplier any and all breaches of such obligations hereunder, and fully cooperate with the Supplier in the event any dispute or litigation arising therefrom.

14.3 Ownership of Licenced Solutions

As between the Parties, the Supplier shall have sole and exclusive ownership of the Licenced Solutions (including all updates, enhancements and customizations thereto) and the Documentation and all related work products, as well as in all Intellectual Property Rights therein or thereunder.

14.4 Background Intellectual Property

Notwithstanding and superseding anything to the contrary in this ARTICLE 14, each Party retains title to all Intellectual Property Rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement (“**Background IP**”). To the extent that one Party acquires any right, title, or interest in and to any aspect of the modifications or improvements to the Background IP of the other Party, such first Party shall assign such right, title, and interest to the second Party, immediately following such acquisition. If any of the Supplier’s Background IP is included in or required to use the Documentation provided by the Supplier to the City, the Supplier hereby grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence (including the right to sub-licence only to members of the City’s Group) to, itself and through contractors and agents, use, copy, amend, reproduce, modify, create derivative works of, use, commercialize, and otherwise exploit the Supplier’s Background IP but only to the extent required to use such Documentation for the purpose (or any reasonably inferred purpose) for which it has been provided or for the provision of the Supply under this Agreement (excluding any software source code).

14.5 Source Code

The Supplier will place such documents and software underlying the Licenced Solutions in escrow with Iron Mountain Intellectual Property Management, Inc. as escrow agent pursuant to the Master Three-Party Depositor Escrow Service Agreement entered into concurrently with this Agreement among the Supplier, the City, and Iron Mountain Intellectual Property Management, Inc., a copy of which is appended hereto as Schedule N. If the City exercises its rights under Section 12.2(d), the City will have a non-exclusive and non-transferable authorized licence to use for the remainder of the Term without any fee (other than the then outstanding fees hereunder, if any) the following property of the Supplier:

- (a) source code;
 - (b) test programs;
 - (c) program specifications;
 - (d) information about utilities and compilers; and
 - (e) instructions on the Licenced Solutions.
- (collectively, the “**Source Code**”)

Annual fees payable to the third party escrow agent for such escrow services will be borne by the Supplier and the City equally, according to Schedule B - Prices for Supply. Upon the occurrence of any events set out in this Section 14.5, the City may exercise its rights to obtain, possess, and use the Source Code in accordance with the foregoing Master Three-Party Depositor Escrow Service Agreement. The Supplier will notify the City in writing within five (5) days of each instance that the Supplier updates the documents and software underlying the Licenced Solutions in escrow with Iron Mountain Intellectual Property Management, Inc. to comply with this Section 14.5.

14.6 Miscellaneous

- (a) All rights of a Party that are not expressly granted to the other Party hereunder are expressly reserved to the Party owning said rights.
- (b) The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this ARTICLE 14.
- (c) In no event shall the Supplier be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, any deliverables included in the Supply. In addition, the Supplier shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques as may be acquired or used in the provision of the Supply; provided that no City Confidential Information is disclosed in connection therewith.

ARTICLE 15 PRIVACY; CONFIDENTIALITY

15.1 Freedom of Information and Protection of Privacy Act

The Supplier acknowledges that 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 any service to the City.

15.2 No Promotion

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City.

15.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "**Permitted Purpose**"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

15.4 Disclosure to Representatives

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

15.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

15.6 Other Disclosures by the City

The City's obligations under this ARTICLE 15 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 15, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

15.7 Interpretation; Enforcement and Survival

- (a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under ARTICLE 14.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 16 TAXES

16.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall

be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

16.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City:
 - (i) may withhold any applicable Tax amount from a payment made to the Supplier; and
 - (ii) in which case, it shall pay the withheld Tax amount directly to the relevant Competent Authority in a timely fashion.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any Tax amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

ARTICLE 17 DISPUTE RESOLUTION

17.1 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

17.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 17.1:

- (a) the arbitration shall be conducted by a single arbitrator pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator shall be agreed upon by the Parties, and failing

agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;

- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including reasonable legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 18 MISCELLANEOUS

18.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

18.2 Costs

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

18.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 Entire Agreement

This Agreement, including its recitals, schedules, and exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

18.5 Amendments and Waiver

Subject to Section 3.9, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

18.6 Notices

- (a) Any order, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a City's Manager or a Supplier's Managers, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party. If given by registered mail, courier or electronic transmission, any such demand, notice or other communication must be given at the relevant address or facsimile number listed below:

- (i) if to the Supplier:

ACCEO Solutions Inc.
75 Queen Street
Montreal, QC H3C 2N6

Attention: Michel Guay
Email: michel.guay@gtechna.com
Facsimile: 514-868-5334

- (ii) if to the City:

City of Vancouver
Supply Chain Management
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Chief Procurement Officer
Facsimile: 604-873-7057

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.3 or as otherwise specified in the relevant City purchase order.

- (b) Any order, demand, notice or other communication shall be conclusively deemed to have been given:
- (i) if given by personal delivery, on the day of actual delivery thereof;
 - (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail;
 - (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and
 - (iv) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the

Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

18.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 17; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

18.8 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

18.9 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

18.10 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

18.11 Independent Legal Advice


THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

18.12 Electronic Execution


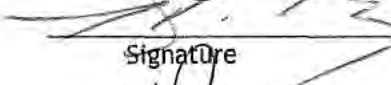
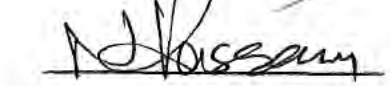
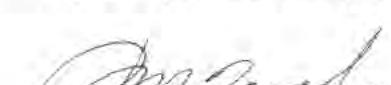
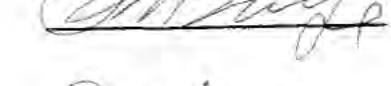
Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

ACCEO SOLUTIONS INC.

	Doryne Bourque, Executive Vice-President	01-31-2017
Signature	Print Name and Title	Date
_____	_____	_____
Signature	Print Name and Title	Date

CITY OF VANCOUVER

PF 	FRANCIE CONNELL, DIRECTOR OF LEGAL SERVICES	Feb 1 / 17
Signature	Print Name and Title	Date
	JERRY DOBROVOLSKY, GM OF ENGINEERING	FEB 1, 2017
Signature	Print Name and Title	Date
	NICK KASSAM, CHIEF PROCUREMENT OFFICER	FEB 1 / 2017
	PATRICE IMPEY, GM, FINANCE, RISK & SUPPLY CHAIN MNGM / CFO	Feb 2, 2017
	JESSIE ADCOCK, CHIEF TECHNOLOGY OFFICER	Feb 2, 2017

**SCHEDULE A -
SCOPE OF GOODS AND SERVICES**

This Schedule A consists of three Parts:

- Part 1 - Overall Requirements (Schedules - Pages 2 - 34)
- Part 2 - Detailed Functional Requirements (Schedules - Pages 35 - 48)
- Part 3 - Detailed Technical Requirements (Schedules - Pages 48 - 57)

NOTE: In the following Schedules and Appendices, 'Gtechna' and 'GTI' refer to the Supplier.

PART 1 - Overall Requirements

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1.0 INTRODUCTION

1.1 PARKING ENFORCEMENT PLATFORM SOLUTION

The Solution is expected to be a comprehensive one that is based on field-tested software and technical components. The overall architecture, configuration, implementation, as well as post-implementation warranty and support will be provided by the Supplier, who may lead a team of sub-contractors contributing each of their respective components and/or expertise.

The Solution will include hardware (that is recommended by the Supplier, but not necessarily committed by the City to purchase), installation, configuration, maintenance, support and services, and will enable the City to perform the following:

- Creation and issuance of parking tickets through on-street and post-event processes
- Improved monitoring and allocation of resources to enforcement activities
- Ability to dispatch enforcement officers to work orders or routes
- Optimization of meter repair activity and effective capture of parts replacement
- Development of real-time analytics to indicate trends and historical performance

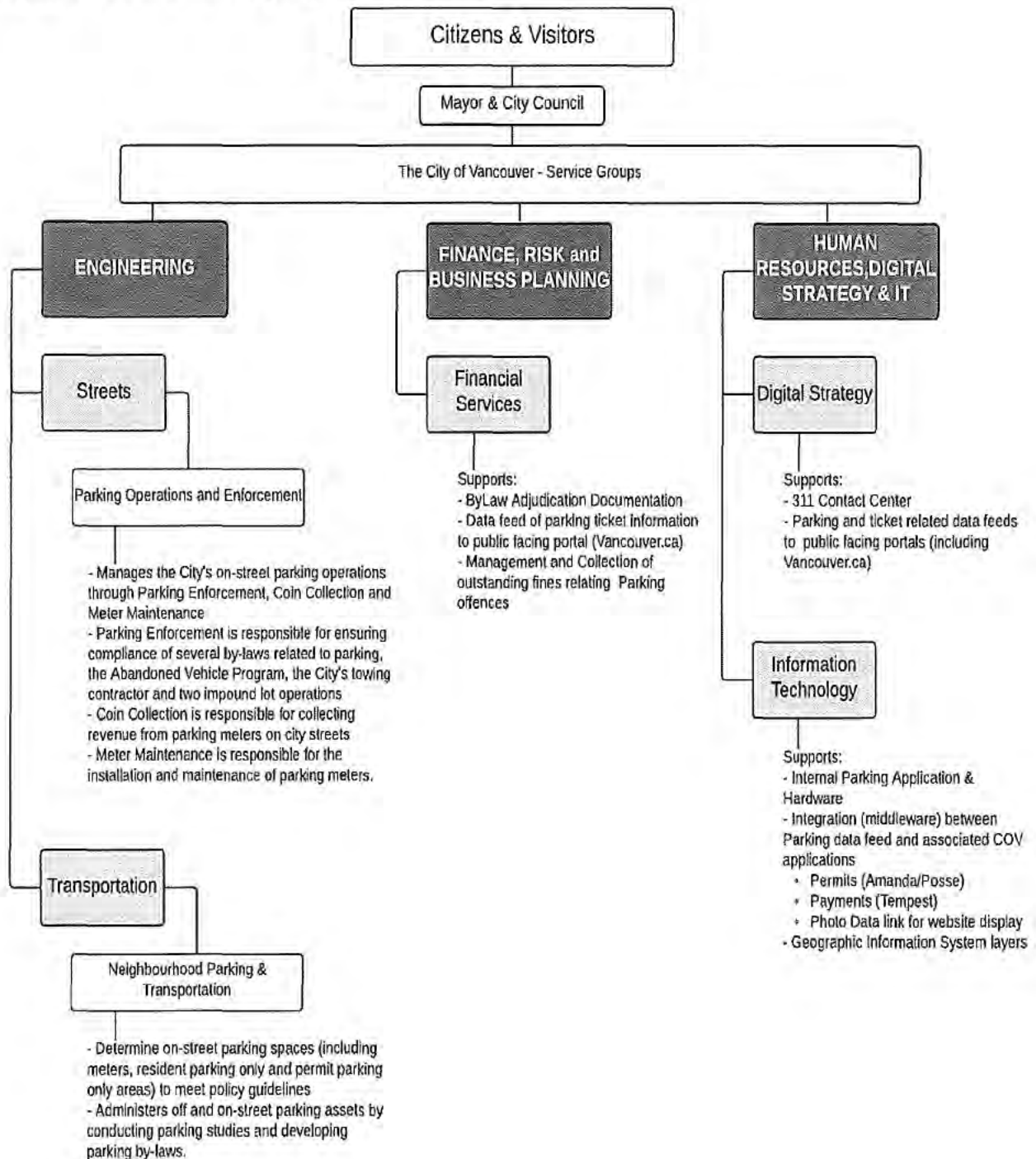
The Solution will ensure:

- Technical architecture is based on a common and open platform that can integrate with a variety of City technology platforms such as: Collections; Permits; Licence Plate Recognition; and GPS mapping;
- Scalability and adaptability to future business needs and technology changes;
- Adherence to City, Provincial and Federal policies and regulations regarding Privacy and Data; and
- Continuous enhancement of “Best Value” to the City: the City desires a solution that will either meet or exceed its parking enforcement platform requirements prescribed herein.

The City expects to roll out the parking enforcement platform solution to over 180 City employees. While there are two distinct work areas which will input information and data into the Solution, namely Parking Enforcement and Parking Operations, the information contained within the Solution will be referenced and accessed across multiple departments and will have multiple integration points into existing City applications. Refer to Figure 3 in Section 2.2 for an illustrated summary of the Solution interactions.

The following summarized organizational chart and description (Figure 1) outlines the various groups which are considered stakeholders within the Solution. Each work area has its own requirements and expectations from the Solution.

Figure 1 - Summarized City Organizational Chart



1.2 THE PARKING OPERATIONS AND ENFORCEMENT BRANCH

The primary purpose of the City's Parking Enforcement and Operations Branch (POEB) is to ensure public compliance with Street and Traffic By-laws, and to address and respond to the parking needs of the City's citizenry, specifically in regard to ensuring that the limited number of on- street parking spaces are effectively utilized, traffic flows efficiently, and street-safety issues are addressed via the appropriate use of enforcement.

POEB currently employs over 180 employees across four physical locations:

- Parking Enforcement;
- Parking Operations (Coin Collection and Meter Maintenance);
- Impound Lot; and
- Abandoned Vehicle Lot.

PARKING ENFORCEMENT

Parking Enforcement:

- Employs approximately 100 Parking Enforcement Officers (PEO's)
- Operates five (5) shifts per/day
- Operates between the hours of 6 am and 12 midnight, Pacific Time Zone, 7 days/week
- PEO's enforce via the transportation modes of walking, driving and bicycle
- All enforcement is by Licence Plate and by parking space

Programs include:

- Meter and Safety enforcement
- Rush Routes
- Resident Parking Only, Permit Only, Time Limit, Commercial, Passenger and School zones
- Impound of vehicles in: violation; multiple offenders; and vehicles of interest
- Abandoned Vehicle management
- Leaf Clearing, Lawn Watering, Snow Clearing and Construction
- Dispatch requests for enforcement from the public
- Special Events (enforcing temporary parking restrictions and street use)
- Customer service through Ticket Inquiry and Dispatch phone lines
- Two (2) Licence Plate Recognition vehicles used in Residential Permit Parking zones.

PARKING OPERATIONS

Parking Operations staff is responsible for the Maintenance and Coin Collection from approximately:

- 8,400 unconnected, coin-only, single-space parking meters
- 1,500 communications-enabled, single-space parking meters
- 8 multi-space unconnected, coin-only, pay-by-licence plate paystations (serving 30 parking spaces); and
- 17 communications-enabled, multi-space, pay-by-licence plate paystations (serving 200 parking spaces).

In the City, metered parking is in effect between 9AM-10PM (7 days per week, including public holidays). There are currently 10,100 metered parking spaces that are served by a range of on- street equipment.

The majority of the City's existing meter system is located within Downtown and the Central Broadway Corridor. There are also several smaller metered parking areas serving smaller business districts dispersed throughout the City. The geographic location of metered parking areas can be found using the City's VanMap application (<http://vancouver.ca/your-government/vanmap.aspx>).

Each metered parking space has space-specific rules with respect to the parking meter rate (currently one rate during metered hours), and maximum allowable stay (varies by time of day, and day of week). Many metered parking spaces have "no stopping" regulations, such as those required to facilitate rush-period traffic, which varies by time of day and day of week.

Within the parking meter environment, there are a number of temporary restrictions to spaces that require spaces to be unavailable for parking within specific time ranges. This information is communicated to the citizens through on-meter messaging/notices.

Payment at meters is made via coin, credit card, and mobile payment. Currently, approximately half of all parking meter revenue in the City is received through the City's mobile payment system.

ANTICIPATED USER ROLES

Each of the Employee Role users identified in Table 1, below, have unique requirements of the parking enforcement platform solution: search, ticketing; permit review; opening a meter repair work order; closing a meter repair work order; dispatching resources; and generating descriptive analytics reports from activity-based data. Table 1 provides a summary table of the structure of the Parking Operations and Enforcement Branch - which will be the primary users from a data input standpoint.

Table 1 - Parking Operations and Enforcement Employee Description and Anticipated Type of Solution Interaction

Employee role	Description	Type of Solution Interaction
Parking Enforcement Officer (PEO)	Provides regulatory and enforcement work ensuring compliance with the parking provisions of the City of Vancouver Streets and Traffic By-law and other related by-laws Patrols to ensure parking compliance via issuing tickets; chalking tires for parking time limit, impounding vehicles as required for parking infractions and/or in accordance with the provisions of the City's Abandonment Vehicle Program; and enforcing programs described in 1.2 Collects information or statistics for traffic surveys or studies. Assists a superior in gathering and tabulating of data related to parking and other traffic matters as	Search for meter payment status, Search for permit status, Enforce applicable Bylaws, Collection of survey/study data
Parking Enforcement Supervisor	Responsible for reviewing work performance of PEO's for effectiveness of operations and establishment and maintenance of good public relations. Responds to public enquiries and complaints; Supervises data compilation and prepares a variety of traffic studies and surveys for Neighbourhood Parking & Transportation	Review operational performance of PEO's under their supervision, Train staff on solution capabilities, Search specific violation complaint details
Customer Service Representative (CSR)	Provides information to the general public in the form of telephone inquiries relating to issued parking violations, vehicle towing and / or information relating to specific parking bylaws and policies. Receives disputes, reviews information and evidence, interviews disputants and makes determinations on disputed bylaw tickets; assembles information; assists persons seeking information and explains and interprets departmental policies, rules and regulations	Searches violations, payment status, updates mobile payment account details, reviews by-law details, search general location details (geographic surrounding) including property lines, street view representation, parking meter regulations, and permit details. Capability to void issued tickets. Generate reports for issued violations. Capability to prioritize & assign specific violations to PEO supervisor(s) when a training issue is

Employee role	Description	Type of Solution Interaction
311 Customer Service Representative (311 CSR)	Receives calls from the public regarding broken meters.	Enters broken meter information for repair order.
Customer Service Supervisor	Supervises a team of Customer Service Representatives. Responds to enquiries the public and from other City departments Collates relevant by-law information and or information from other sources including other City departments to provide accurate responses to the public Ensures staff prepare information entries – including adjudication scheduling. Make discretionary decisions with regard to cancelling Bylaw Notices in accordance with the Local Government Bylaw Notice Enforcement Act and the City's protocol for Screening Officer II functions	Searches violations, payment status, update mobile payment account details, reviews by-law details, searches general location details (geographic surrounding) including property lines, street views representation, parking meter regulations, and permit details. Capability to void issued tickets. Generates reports for issued violations. Reports on operational trends for branch scorecard
Dispatcher	Provides information to the general public in the form of telephone inquiries relating to parking violations, vehicle towing and / or information relating to specific parking bylaws and policies. Requests enforcement of parking violations from public and supervisors to on duty Parking Enforcement Officers Monitors radio as required, ensures that Parking Enforcement Officers are calling off for breaks when required, and follows up with Parking Enforcement Officers if handhelds are inactive for 90 minutes or longer	Reference PEO zone assignments (geographic area). Dispatch PEO's to specific service request locations / areas as needed. Maintain a connection with PEO's to ensure health & safety of officers. (Ideal) to see in a map type setting PEO location and status.

Employee role	Description	Type of Solution Interaction
Dispatch supervisor	<p>Supervises Dispatch team</p> <p>Responds to email requests for enforcement and assigns staff to action requests</p> <p>Review requests from public using the Hansen program to ensure all completed requests are processed correctly & resolved</p> <p>Review daily Parking Enforcement Priority Service requests to ensure they are completed as required</p>	<p>Reference PEO zone assignments (geographic area).</p> <p>Report on PEO zone assignments and dispatch metrics.</p> <p>Review and prioritize requests and locations for Priority Enforcement Service.</p> <p>Dispatch PEO's to specific service request locations / areas as needed.</p> <p>Report and supervise connections with PEO's to ensure health & safety of officers.</p>
Abandoned Vehicles Supervisor	<p>Required to train, and schedule staff working in the AV Program</p> <p>Coordinates documentation, invoicing, for vehicle disposal or auction</p> <p>Liaises with the City's towing contractor to ensure they are follows all appropriate rules, instructions, and procedures outlined in the contract with the City as well as those contained within the Impoundment By- law and the Street and Traffic By-law</p> <p>Reconciles invoicing from City contracted tow company Actions abandoned vehicle requests</p> <p>Responds to public requests to remove abandoned vehicles from city streets</p>	<p>Review and Report on Tow Requests from the Field to the Tow contractor – in terms of completion metrics. Search tow request details.</p>
Coin Collector Supervisor	<p>Supervises team of coin collectors</p> <p>Ensures Coin Collection staff completes their collection cycle and reports meter out of orders</p> <p>Organizes and plans other work assignments efficiently to enhance workflow</p>	<p>Creates meter repair requests</p> <p>Report on meter reporting activity for employees</p>
Meter Technician	<p>Repairs meters on street based on outstanding meter repair requests. They are provided an area of the city to work within and a pre-populated list of meters to be repaired (include other supporting information).</p> <p>The Meter Technician carries out bench repair work on meters and their internal mechanisms.</p> <p>The Meter Technician carries out predetermined preventative maintenance work to meters throughout the year to reduce problems occurring</p>	<p>Creates, updates and closes meter repair requests via handheld</p>

Employee role	Description	Type of Solution Interaction
Meter Technician Supervisor	Supervises a team of Meter Technicians Ensures Meter Technicians staff completes their meter out of orders and preventative maintenance activities. Organizes and plans other work assignments	Creates meter repair requests Report on meter reporting activity for employees
Engineering Assistant (BI)	Updates and configures the connected meters settings. Manages the meter attributes directory, master copy of all components attached to a meter. Runs reports and provide analysis on business activities Supports roll out of new meter	Report on meter reporting activity for employees via desktop Online connectivity to smart meter portals and admin settings
Management (Superintendents / Manager)	Provides direction and coordination of the Branch. Respond to parking regulation violation trends with enforcement interventions that accomplish the highest possible level of public voluntary compliance Responsible to respond to complex public complaints relating to parking from citizens,	Scorecard reporting, specific violation search and reporting, robust trend and analytic reporting, near-real-time dashboard reporting

As highlighted in Table 1 above, there are a variety of roles which are expected to interact with the Solution on a daily basis. Table 2 below provides a summary of the amount of system/user interactions, the type of access and average number of users anticipated to interact with the Solution.

Table 2 - Estimated Daily User Interactions with the Parking Enforcement Platform

Work area	Location	Employee role	# of staff working each day	Remote / Mobile Access (Y /N)
Parking Enforcement	Richards	Parking Enforcement Officer (PEO)	25- 45	Y
		Parking Enforcement Supervisor	3- 6	N
		Customer Service Representative (CSR)	4 - 6	N
		Customer Service Supervisor	2	N
		Dispatcher	3	N
		Dispatch supervisor	1	N
		Management (Superintendents / Manager)	3 - 5	Y
	South Vancouver	Abandoned Vehicles Supervisor	1	N
Parking Operations	National Yard	Coin Collector	10	Y
		Coin Collector Supervisor	2	N

		Meter Technician	7	Y
		Meter Technician Supervisor	2	N
		Engineering Assistant (BI)	1	N
		Management (Superintendents / Manager)	3	Y
Neighbourhood Parking & Transportation	Crossroads	Engineer / Engineering Assistant(s)	3	N
Financial Services	City Hall	By-law Adjudication	Unknown	N

PARKING SERVICE REQUEST TRENDS (2014 – PRESENT)

On average, all Parking Operations and Enforcement metrics are increasing annually at a rate of 10-20% (year over year). This annual increase in service request volume is expected to continue through the duration of the Solution lifespan at the City. Table 3 below summarizes the monthly trend for Service Requests.

Table 3 - Parking Service Requests Trends by Month

Function	Abandoned Vehicle / Tow	Dispatch	Meter Maintenance	Enforcement	CSR	
Service Request	Parking Abandoned Vehicle	Parking Enforcement Request	Meter Out of Order	Violations, Voids, Warnings	Photo Evidence	Phone Calls into Ticket Enquiries
Type of Record	Hansen SR	Hansen SR	Meter Repair Request	Ticket	Image	Tempest Record
Average Monthly	250	2,000	6,500	31,500	112,000	4,000

Average number of Photo Evidence taken associated with each Parking Ticket: 5

Average daily number of queries to current Mobile Payment Platform from PEO's and Dispatchers: 5,000/day¹

¹ This average query rate is based on a PEO or Dispatcher manually entering search criteria and does not include any automated query capability used in vehicle license plate recognition or PEO Guidance functionality.

1.3 CURRENT STATE OF TECHNOLOGY WITHIN THE CITY OF VANCOUVER

The City is currently operating a legacy parking enforcement platform that is 15 years old. This solution enables the business to effectively operate its current parking enforcement management needs. The current platform is locally-hosted by the City, and runs on a Progress Database. Modification and customization has occurred on this platform in the past; however, recently changes have been primarily limited to protecting the stability of the platform. The City is aware of technology advancements currently available in the marketplace that would enhance existing operations and as such, wishes to procure the most suitable solution to enable its near- and long- term benefits realization.

The City currently uses a ruggedized hand-held device (with a stylus) for mobile data entry to the legacy parking enforcement platform for both Parking Enforcement and Parking Meter Maintenance functions.

The City currently has outfitted two vehicles with Genetec cameras and License Plate Recognition technology to support their enforcement functionality. The immediate anticipated use of vehicle LPR includes:

- Electronic Chalking for Time Limit Area Enforcement; and
- Permit Status of vehicles for Permit Area Enforcement.

The City is in the process of migrating the Parking Permit records management from Amanda to Posse: this process is anticipated to be complete prior to the implementation of the proposed solution. The legacy parking enforcement platform has a number of integration points which will need to be maintained within the Solution - further information on integration requirements are found in:

- Schedule A, Part 3 - Detailed Technical Requirements - Integrations;
- Appendix 2 - Integration State Diagram; and
- Appendix 3 - Parking Enforcement Platform Integration Details.

1.4 CITY WIRELESS COMMON CARRIER

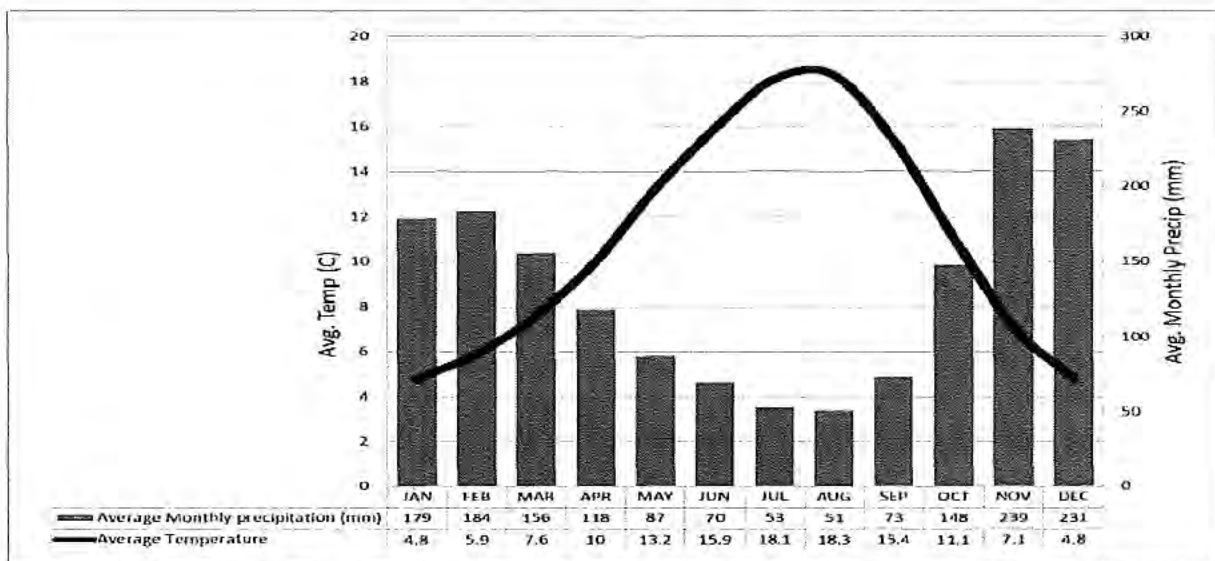
Currently, the City is using a private network with Rogers for the handheld devices and the City has a long-term supply arrangement in place with a Canadian wireless telecommunications provider (Bell Canada) for cellular and mobile data plans. Bell is the preferred provider for City mobile devices; however, the City may consider wireless communication services from other cellular service providers governed by the Canadian Radio-Television & Telecommunications Commission (CRTC).

IMPACT OF CITY OF VANCOUVER CLIMATE

PEO's and Meter Maintenance technicians currently use a ruggedized Handheld for ticketing and maintenance activity.

The weather affecting the City is described as a moderate oceanic climate, which results in a season of relatively high rainfall between October and May - as parking field staff work in periods of relatively heavy rain - any mobile technology (handheld/cell/printer) recommended as a component of the Solution shall be appropriate for the average conditions identified in the graph below.

Figure 2 - Average Weather Statistics²



² <http://www.theweathernetwork.com/forecasts/statistics/cabc0308>

2. PROJECT DETAILS

2.1 PROJECT ROLLOUT APPROACH AND SCOPE OF WORK - OVERVIEW

Where feasible, the City envisions the implementation of the Solution in phases. It is desirable to roll-out a core system first (i.e. rolling out those Solution functions that are equivalent to the City's current system core functionality, then adding additional Solution functionality in future phases). The intent is to speed up the release of the core system and reduce the inherently higher level of risk associated with rolling everything out simultaneously.

2.1.1 Project Scope of Work

- a. **Solution Implementation.** Furnish, install, and implement a Parking Enforcement Platform that meets or exceeds the Schedule A - Part 2 - Detailed Functional and Schedule A - Part 3 - Detailed Technical Requirements;
- b. **Processes and Procedures to ensure Business Continuity.** The Supplier shall provide details outlining their processes and procedures to ensure City business continuity and system availability;
- c. **Database.** Ensure a database system that can store the collected information and meta-reports as required, and security/redundancy of the data at the primary storage site;
- c. **Reports.** Provide required reports and statistics and functionality to perform ad-hoc queries and reports as needed by the business;
- d. **End-user Application Training and Documentation.** Provide hard copy and web-based (and/or recorded) training and documentation;
- e. **Software Licenses.** The Supplier shall provide all licenses and details of the user license for the Solution;
- f. **Warranty and Service.** Once the Solution is accepted by the City, the Supplier will provide all required services to ensure adequate technical support and maintenance both during roll-out; continuing thereafter for future prescribed periods, details of which will be defined within the Service Level Agreement, attached as Schedule G;
- g. **End-to-End Performance Test.** Conduct end-to-end, full Solution Performance Test and Quality Assurance Tests in accordance with Statement of Work, attached as Schedule L;
- h. **System Acceptance Certification.** Certify the installed Solution has met all conditions outlined in the Solution Acceptance section of this Part 1 of this Schedule A, and the requirements in Part 2 of this Schedule A; and
- i. **Enable Future Enhancements.** Remain technologically relevant, scalable, and extensible to accommodate future Solution enhancements that will be required to satisfy operational requirements, inclusive of the provision of a technology

platform/application solution that meets requirements specified in Part 2 - Detailed Functional Requirements and Part 3 - Detailed Technical Requirements of this Schedule A.

The Solution will provide the City with a modern, integrated, highly available, cost-effective Parking Enforcement Platform that will enhance effective operations and enhance current business process improvement initiatives.

2.2 EXPECTATIONS OF PARKING ENFORCEMENT PLATFORM TO EMPOWER CITY BUSINESS

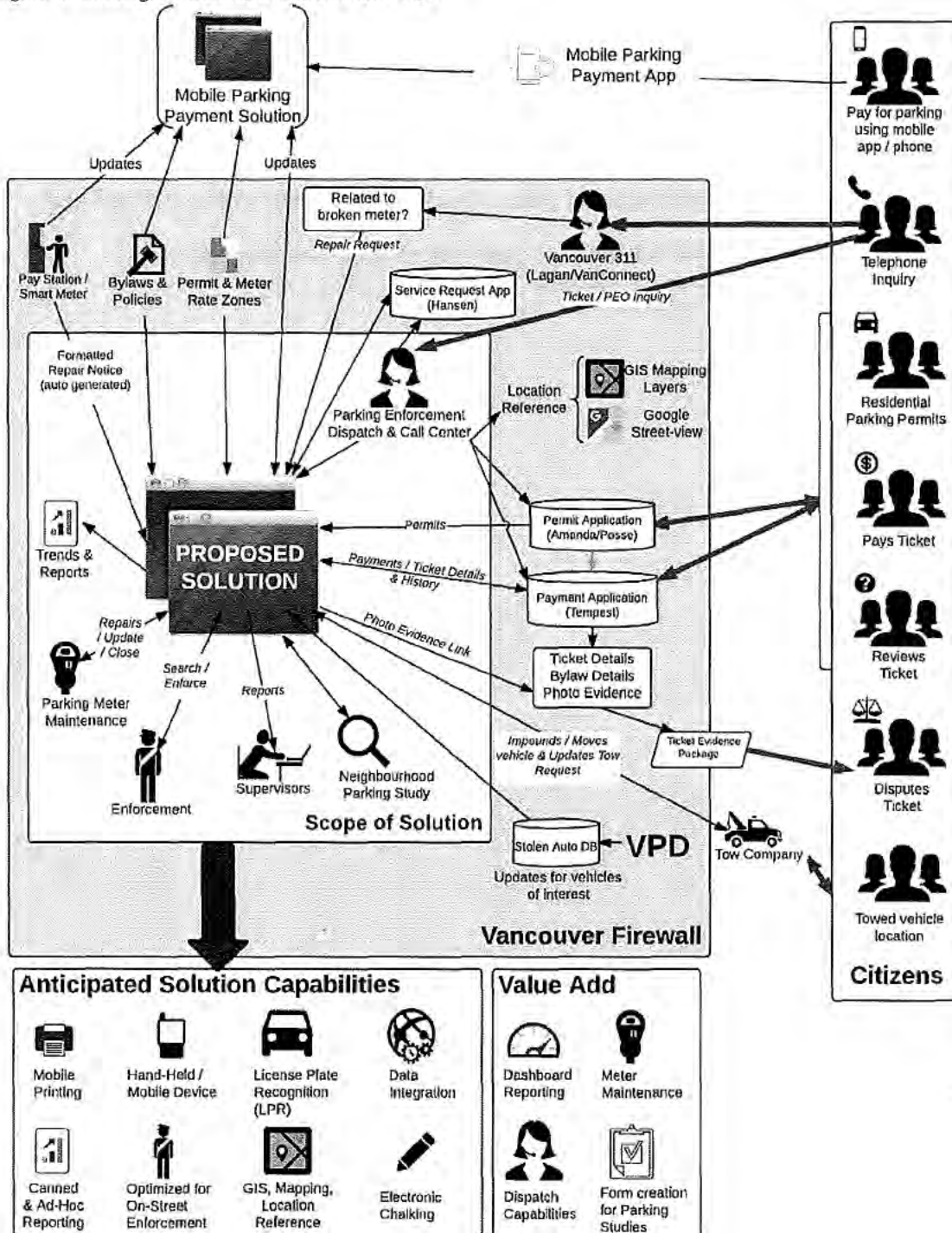
Solution capabilities are categorized by general business type. Figure 3 illustrates the current infrastructure and citizen interactions with the current Parking Enforcement Platform.

2.2.1 Anticipated Capabilities of the Solution shall include:

- a. Technology recommendations for in-field use (Printers and Hand-held/Mobile Device) appropriate for the City's climate;
- b. License Plate Recognition (LPR) to be used in an on-street enforcement capacity
 - For enforcement from vehicle mounted cameras
 - For on-street (foot) enforcement from technology in handheld/mobile device;
- c. Reporting features that will enable the business to analyze historic and emerging trends;
- d. Robust methodologies for 3rd-party and associated City application data integration;
- e. Use of location details for data entry (GPS location / associated address), Dispatch, and Reporting
 - Parking Enforcement Guidance (PEG) identifying parking locations based on meter numbering, where a payment has not been found - to be displayed in the PEO handheld/mobile display screen
 - Parking Dispatch capabilities enabling a dispatcher to using the actual location of an officer/meter technician and a service request for dispatching work to the field
 - Use of GPS location to obtain the location details (regulations, address, meter number) during Enforcement
 - Use of location information for historic trending and reporting of service metrics;
- f. Capabilities for optimized data entry from field staff (for example: LPR, bar code scanning, form data entry, electronic chalking);
- g. Capabilities to create dashboards appropriate for specific business types;
- h. Capabilities to enable Meter Maintenance and report Meter Maintenance requests;

- i. Dispatch capabilities from the office to field staff;
- j. Capabilities to create custom forms for specific Parking Study data entry from field staff;
- k. Optimize workflow and operational performance through operational model adjustments delivered through technology advancement;
- l. Easier extraction and distribution of descriptive analytics (historical reporting); and
- m. Extended integration with value added applications to deliver extended and improved customer service for citizens.

Figure 3 - Parking Enforcement Platform Overview



2.3 CITY APPLICATION ARCHITECTURE EXPECTATION

The City places a strong emphasis on delivering value to its citizens. Generating value means using resources efficiently. Purchased products and services need to fit well within the City environment, and be sufficiently open such that the City can adjust the use of its assets based on the changing needs of the organization.

The Supplier shall provide the City with a Solution that has application architecture which:

- can be easily augmented with additional functionality; and
- allows for the interchange of data freely with other systems; and
- provides documented web services and API.

The City desires the architecture of the Solution to be open (refer to Part 3 - Detailed Technical Requirements of this Schedule A - IT Architecture, for the City's application architecture expectations).

3. REQUIREMENTS

3.1 INTRODUCTION

3.1.1 All Solution requirements are documented in:

Part 2 - Detailed Functional Requirements

- 1.0 Overall Solution
- 2.0 Global
- 3.0 Location
- 4.0 Enforcement
- 5.0 Meter Management (optional)
- 6.0 Customer Service
- 7.0 Dispatch (optional)
- 8.0 Reporting
- 9.0 LPR
- 10.0 Training & Documentation

Part 3 - Detailed Technical Requirements

- 1.0 IT Architecture
- 2.0 IT Standards
- 3.0 Support
- 4.0 Mobile Devices
- 5.0 Integration
- 6.0 Data Management
- 7.0 Cloud (optional)

4. PROJECT MANAGEMENT AND SOLUTION DELIVERY SERVICES

4.1 OVERVIEW

4.1.1 Project Approach

Within fifteen (15) business days of the City's written notification of contract award (in the form of Council Minutes) to the Supplier, the Supplier shall provide a detailed Project Implementation Plan & Schedule ("PIPS"). The deliverables shall describe in detail the milestones, task responsibilities, and time frames for: system configuration, installation, integration, testing, training, and full system cut-over for implementation.

4.1.2 Project Planning Phase

The project kick-off meeting will begin the Planning Phase of the project. This effort will establish the approach to the configuration and implementation of the Supplier's solution. During the kick-off meeting, the Supplier and the City will jointly discuss timing and staffing issues that will impact the timeline. The result of the sessions shall be an updated PIPS. The City will approve the sequence of implementation following the completion of the Project Planning Phase.

4.1.3 Project Communication Platform

The Supplier and the City Project team will be required to share information, messages, and documents. The Supplier shall be responsible for the creation and maintenance of a collaborative environment which is available to both the City project team members and the Supplier project team members. Both the City and Supplier Project Managers will have access within the project communication platform to add, edit, and remove members of their teams. All project deliverables and documents will be stored in a location accessible to both teams.

4.1.4 Project Deliverable List

The following table identifies the expected timeline of the project deliverables to be provided by the Supplier to the City. Items are to be delivered to the City within the number of calendar days listed in the due date column. Deliverable due dates are dependent upon the City's issuance of a written notification of contract award in the form of Council Minutes, the timing of the deliverable due date shall be expressed in terms of date of written notification of contract award + X calendar days. The Supplier's ability to invoice will be measured against the completion of written and accepted deliverables (refer to Schedule L - Statement of Work).

4.2 PROJECT IMPLEMENTATION PLAN AND SCHEDULE - DETAILS

4.2.1 The Supplier shall be responsible for the development and maintenance of the Implementation Plan and Schedule, which, at a minimum, must include:

- a. Scope and goals of the Implementation Plan;

- b. Advantages and challenges, assumptions, and prerequisites of proposed approach;
 - c. Expectations from City;
 - d. Detailed timeline;
 - e. Sequence of deployment tasks;
 - f. RACI Matrix (Responsible, Accountable, Consulted, Informed); and
 - g. Sequence and schedule of implementation.
- 4.2.2 The plan should also take into consideration, and include all aspects of business unit & project team readiness such as:
- a. Schedule & Availability;
 - b. Change management;
 - c. Communication activities;
 - d. Providing user support post Go-Live;
 - e. Identifying and resolving impacts;
 - f. Testing;
 - g. Training;
 - h. Interfaces;
 - i. Hardware; and
 - j. Reports & Analytics.
- 4.2.3 The Supplier shall execute the Implementation Plan as approved by the City.

4.3 CITY'S RESPONSIBILITIES

The City shall provide the following:

- 4.3.1 **Steering Committee.** The project oversight body is made up Managers and Directors representing the City.
- 4.3.2 **Project Business and Technical Support Group.** The project working group is made up of the key stakeholders from the City's business and technology groups.
- 4.2.3 **Project Management.** The City will assign a dedicated Project Manager to serve as a single point of contact to the Supplier. The City Project Manager's duties include, at a minimum:
- Coordination of project plan development;
 - Schedule coordination;
 - Management of City's project team;
 - Monitoring and facilitating approval of deliverables;
 - Authorizing payment of invoices, pending approval of deliverables;
 - Assuring Supplier is provided with sufficient access to both technical and business knowledge experts to maintain the project schedule;
 - Providing project status reports to City governance authorities; and

- Providing City Change Management documentation.
- 4.3.4 **City Project Resources.** The City shall provide relevant resources to support the implementation of City's components within the Solution. **Note:** The Supplier is responsible for describing the resources required to be provided by the City, by developing a RACI matrix within the project plan deliverable and specifying any other required resources. The City will make reasonable efforts to provide the requested resources.
- 4.3.5 Coordination of all project meetings between the Supplier and applicable City functional and IT technical team members.
- 4.3.6 Work space, electrical power, and associated physical device connectivity within City's facilities for Supplier personnel, where required.
- 4.3.7 Network-related troubleshooting as it relates to the implementation of the solution, with assistance from the Supplier as necessary and as requested by the City.
- 4.3.8 **Solution Integration with City Applications.** The City shall provide an Integration Team and Services responsible for assisting the Supplier in validating the solution integration capabilities.
- 4.3.9 **Solution Testing.** The City will participate in the testing process by providing input into the development of testing success criteria.
- 4.3.10 **Change Management Approval.** The City Project Manager will have the sole approval authority for any Supplier- or subcontractor- requested changes which impact the scope, cost, or timeline of the implementation and general roll-out. The City Project Manager shall validate and obtain required City approvals before any requested changes, as described above, can be made.

4.4 SUPPLIER'S RESPONSIBILITIES

- 4.4.1 **Prime Contractor.** The Supplier will be responsible for contract performance, and any subcontractors used. Any subcontractors and their alternates must be clearly and visibly identified by name, and must abide by all terms and conditions of the contract between the City and the Supplier. If subcontractors are to be used, the Supplier must clearly explain the subcontractors' roles and responsibilities.
- 4.4.2 **Solution Installation and Integration.** From an integration perspective, the Supplier shall be responsible for:
- a. Providing, configuring and installing (if required by the City) all aspects of the Solution, and any additions deemed necessary, to enable the system to operate according to all functional, technical, and system level performance specifications presented in Part 2 and Part 3 of this Schedule A;
 - b. Where the Supplier has a proven integration solution with existing city applications,

the Supplier will be responsible for providing the framework and technology to enable integration between the Solution and City applications;

- c. Configuring the Solution to City's requirements;

4.4.3 Supplier Solution Testing. The Supplier shall plan, execute and verify testing of the Solution, including, but not limited to:

- 1) Creating an end-to-end test plan for review and approval by the City;
- 2) Coordinating with the City to document the solution acceptance criteria for each project implementation phase;
- 3) Unit-testing of all hardware, customizations and user interface(s);
- 4) Demonstrating functionality of all Solution components;
- 5) Demonstrating accomplishment of functional and non-functional requirements;
- 6) Demonstrating reporting and analytic capabilities which address the quantifiable business benefit tracking;
- 7) Validating integration between the Solution and City applications;
- 8) Load- and performance-testing;
- 9) Demonstrating high availability and failure recovery mechanisms, including:
 - Fail-over and fall-back of data centre systems (if hosted);
 - Restoration of services to a cold-standby site (if hosted);
 - Device recovery in the event of power and/or signal loss; and
 - Stress testing.
- 10) Security and penetration testing; and
- 11) Demonstrating service-desk and troubleshooting procedures.

4.4.4 Project Management. The Supplier shall designate a Project Manager who will be responsible for the management, oversight, delivery, and coordinating resolutions to the project and any associated issues. The Supplier's Project Manager will also be the primary/single point of contact for Supplier communications related to the project. From the Effective Date of the Agreement, through to the end of the Solution's acceptance period, the Supplier's Project Manager shall provide weekly project status reports, which, at a minimum, shall include:

- a) Significant work plan tasks performed during the reporting period, and a review of the

- completed tasks and comparing to plan;
- b) Identifying project risks and documenting recommendations to mitigate such risks;
- c) Deliverables completed during the reporting period. Identifying milestones reached and comparing to plan;
- d) Significant work plan tasks planned for the next reporting period;
- e) Deliverables expected to be completed in the next reporting period;
- f) Identifying problems or issues and tracking status of problems/issues;
- g) Documenting what mitigation effort and plan is being done to achieve resolution of problems/issues; and
- h) Project notes and comments.

The Supplier's Project Manager will, at minimum, be on-site for: project kick-off; installation of Command Center and initial training (Super Users); and Go Live training (to include all PEOs, and all admin staff).

- 4.4.5 The Supplier shall assign to the project well-trained technical, support, and consulting staff that keep current with the latest technologies, and are fully knowledgeable in the Solution, its features, configuration, and integration.
- 4.4.6 The Supplier shall be on-site for the duration of the system cutover to the live production system, and the Supplier shall identify any requirements for Supplier onsite presence during post-implementation.
- 4.4.7 The Supplier shall use existing documentation provided by the City. The Supplier shall ensure that the Solution is in compliance with the City's bylaws and that the Solution meets the contracted Solution requirements.
- 4.4.8 Compliance with the following at all times, when conducting activities within any City facility:
 - a) Provisions of all applicable directives of the City and its agencies;
 - b) Regulations of City Security Standards; and
 - c) All applicable Federal, Provincial, and Municipal statutes, ordinances, laws, regulations, codes, directives, and/or orders.
- 4.4.9 Participate in meetings with City's Project Business and Technical Working Group and/or Project Team, as directed by the City's Project Manager.
- 4.4.10 Communicate the delivery schedules of all Solution delivery implementations to allow the City the ability to track installation and to coordinate testing and acceptance. The delivery shall correspond to the Project Implementation Plan and Baseline Schedule (PIPBS) as required by the City.
- 4.4.11 Implement all aspects of the Solution, to support the City's implementation and general roll-out of the Solution.

- 4.4.12 Comply with the City's Change and Configuration Management procedures, including any configuration or customization requirements not already specified in the Agreement. The Supplier will be responsible for notifying the City's Project Manager to coordinate approval of any proposed Change Requests (refer to Statement of Work, Appendix D-1 - City of Vancouver *Contemplated Change Notice* and Appendix D-2 - City of Vancouver *Change Control Form*), or Configuration Management updates prior to installation.
- 4.4.13 Coordinate all project-related activities through the City's Project Manager.
- 4.4.14 Ensure timely and accurate identification and notification of issues, problems, and defects in the Solution, work plan, or any other effort related to the project's scope of work, or the Solution.

4.5 SUPPLIER'S KEY PERSONNEL

- 4.5.1 The Supplier shall provide the key personnel identified below. Key personnel shall be available when necessary to meet the requirements of the Solution. The Supplier shall not assign key personnel to other Supplier projects which results in a conflict in the Supplier's ability to meet the requirements of the Agreement. The Supplier shall not propose any key personnel in a dual role (e.g. the Project Manager is also the Senior Systems Engineer). The Supplier shall provide those individuals accepted by the City as the Supplier's key personnel throughout the term of the Agreement, except as provided in "Substitution of Key Personnel" Section 4.5.2 below.

Key Personnel Qualifications

- a. The Supplier shall certify that key personnel meet the qualifications described in "Qualifications for Key Personnel" Section 4.5.3;
- b. The Supplier shall provide a brief professional resume for each Supplier proposed resource; and
- c. On a case-by-case basis, Supplier key personnel may be interviewed and approved by the City for performance in multiple skill categories for which they are qualified.

4.5.2 Substitution of Key Personnel

- a. Stability of key personnel is critical to project success. For this reason, the Supplier shall retain key personnel interviewed and accepted by the City for a minimum period beginning from the receipt of a written notification of contract award, and ending upon successful sign-off of the 60-Day Reliability Acceptance Test. All proposed substitutes for key personnel, for reasons other than emergency situations (e.g. illness, death, emergency resignation, or emergency disciplinary termination), shall be submitted in writing to the City at least ten (10) business days in advance of the substitution, and any proposed substitutes must be approved by the City's Project Manager prior to the proposed

substitute's commencement of work on the Project;

- b. The Supplier shall permit the City to interview and accept any proposed substitute for key personnel. The resume of any proposed substitute shall be signed by the substitute and by the Supplier's Project Manager, and the resume of the previous key personnel shall be provided for comparison purposes;
- c. City Project - Project Manager must agree in writing to the proposed substitution of key personnel before the substitution becomes effective;
- d. Any proposed substitute for key personnel shall have qualifications at least equal to those submitted by the Supplier as a proposal in response to Request for Proposals PS20160189 (the "RFP"). The responsibility for illustrating this comparison belongs to the Supplier; and
- e. If one or more key personnel are unavailable for work under the Agreement for a continuous period exceeding ten (10) business days, the Supplier shall immediately provide written notification to the City's Project Manager, and at the City's discretion, replace the key personnel with City-approved substitutes of equal or better qualifications within ten (10) business days after providing the City's Project Manager with the written notification.

4.5.3 Qualifications for Key Personnel

- a. **Project Manager (PM)** - The PM is assigned the management of the Supplier's Solution, and project for the work performed under the contract. S/he performs day-to-day management of the project, identifies issues and risks, and recommends possible issue and risk mitigation strategies associated with the project. The PM acts as a facilitator between the City and the Supplier. The PM is responsible for ensuring that work performed under the contract is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. The PM provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels), monitors issues and provides resolutions for up- to-date status reports, and demonstrates excellent writing and oral communications skills;
- b. **Senior Application Systems Specialist** - Must be able to analyze information requirements. Must be able to evaluate problems in workflow, organization, and planning. Develops appropriate corrective action. Ensures the proposed Solution interface, reporting, analysis tools, integration parameters and processes address the requirements for the system.
- c. **Integration Architect** - The Integration Architect is responsible for ensuring that the Solution effectively communicates via published API's using industry standard programming languages. In particular, this role will need to assure integration capabilities to the City environment.
- d. **Hardware /Mobile Specialist** - The Hardware specialist is responsible for ensuring that the Solution hardware is appropriate for the expected business function; specifically the

hardware components and connections are appropriate for use (speed, environment, conditions). Provides installation and hardware technical direction to installation personnel as required to ensure deadlines are met.

5. TESTING, TRAINING, IMPLEMENTATION AND ACCEPTANCE

5.1 TESTING

Within the Solution Test Plan deliverable, the Supplier shall describe the procedures for such testing, as well as how the Supplier will support the following testing methodology and timeline to incorporate the following test types and scenarios.

5.1.1 Develop Solution Test Scripts and Expected Outcomes

The Supplier shall develop detailed system test scripts and expected outcomes from the detailed design documents and the Solution Test Plan, which should include the following:

- a. Test scripts and expected outcomes encompassing all modules and business functionalities for each project phase;
- b. Submit a comprehensive test data set, aligned to the test scripts and expected outcomes.

5.1.2 Conduct Solution Testing

- a. The City and Supplier are responsible and accountable for conducting system testing of the Solution (detailed and stress tests);
- b. For the duration of the lifespan of the Solution, the Supplier shall support a development and/or testing environment, in which new hardware, functionality, reports and workflows will be tested by the City prior to implementation in a Production environment.
- c. Depending on the origin of any issues arising from the test events, the Supplier must resolve all issues (defects), under their control, that are discovered during system testing. For any issues (defects) discovered that are under the City's direct control, the Supplier shall assist and provide direction to ensure the defect resolution.
- d. All test scripts and scenarios, which do not pass the system testing, must be addressed to the City's satisfaction prior to implementation.
- e. The Supplier shall log and track all defects until resolved in a defect-tracking tool, which will be made available to the City project team for update and comments.
- f. Based on the tests performed, the Supplier shall develop a Solution Test Execution Report, which includes Testing Defects and Issues Log; and
- g. The City shall verify that the system testing process and testing results are in accordance with the System Test Plan and report any deviations. The Supplier shall support the City

during the assessment. The Supplier shall implement a mutually agreed upon scope of work based on the project phase testing results.

- 5.1.3 **Solution Test Execution Report.** At the conclusion of each Solution Testing phase, the Supplier shall provide a test report and deliver each report to the City within five (5) business days of the testing phase conclusion. Report details shall include:
- a. Completed and signed checklists documenting the successful performance of each inspection or test;
 - b. A detailed schedule for discrepancy correction and retesting;
 - c. A lessons learned document indicating what went well, and what did not, in the performance of the particular testing phase; and
 - d. A list of updates/revisions needed to the testing plans for any subsequent testing/retesting phases.
- 5.1.4 **Verify/Validate Stress Testing Process and Results.** The City shall verify that the testing process and testing results are in accordance with the Test Plan and shall report any deviations.
- 5.1.5 **Testing Data and Software.** The Supplier shall specify any requirements necessary for testing. The Supplier shall be responsible for creating test data for all testing phases. The Supplier shall provide a method that can be used for logging test cases and for defect tracking and resolution process (logs all test cases, results, and issue resolution). The Supplier shall allocate sufficient time to train City personnel on the testing expectations and procedures.
- 5.1.6 **Develop/Provide User Acceptance Test plan.** A User Acceptance Test (“UAT”) Plan shall be created by the Supplier, with the assistance of the City acting as the primary guide for the execution of the User Acceptance Testing activity for all interfaces that the business or drivers will interact with. The user test scripts and scenarios will cover the complete Solution, all City modules, and interfaces.
- 5.1.7 **Execute User Acceptance Test.** A coordinated UAT where City project team and the Supplier will conduct user acceptance testing on the Solution, based on test scripts provided by the Supplier.

If defects are identified during user acceptance testing, the Supplier shall address the defect, and be responsible for implementing a mutually agreed upon statement of work based on the project phase testing results.

The Supplier shall update all application and user documentation to be consistent with code that has been accepted and that will be promoted to the production environment.

5.1.8 Testing Support

The Supplier shall:

- a. Conduct functional testing to ensure the data produced from the Solution addresses the Statement of Work (Schedule L) of the project phase;
- b. Provide on-site assistance to the City during Functional, Integration, and User Acceptance Testing of the Solution for each project phase;
- c. Provide error handling and disaster recovery procedures, which ensure the components of the application work in accordance with City requirements; and
- d. The Supplier shall update the testing plans and procedures based on feedback from the City, and provide the revised/updated plan(s) to the City at least five (5) business days prior to performance of the testing processes described in Schedule L - Statement of Work.

5.2 TRAINING

5.2.1 Develop Training Plan. The Supplier shall develop a comprehensive User Training Plan Deliverable which must include/describe, at a minimum:

- a. the prerequisite user knowledge required prior to beginning training, as well as expected learning objectives, areas of focus and outcomes for each component of the training;
- b. details regarding the required materials, amount of time and expected learning objectives of each training course;
- c. differences based on the area of focus of the training; and
- d. Recommendations as to training details (how many per session, how long for each session, required materials & technology).

5.2.2 Conduct Training. The Supplier shall provide onsite training services as described in the Statement of Work (Schedule L) for the following service types:

- Installation and troubleshooting;
- Solution Management: Administrative and configuration services;
- Reporting;
- Train the trainer; and
- General operation of the user interface.

The Supplier shall provide all training aids and manuals to each attendee, and provide the City with an electronic format for all training aids (as applicable) and manuals.

5.3 IMPLEMENTATION

5.3.1 During the Solution implementation, the Supplier shall provide the following:

- a. Complete and timely installation, and coordination of all Installation processes with the City's Project Manager;
- b. Confirm all Project Scope of Work and requirements for the Solution have been met or addressed;
- c. Prior to Solution implementation, the Supplier shall ensure that all the deliverables have been approved and accepted by the City's Project Manager;
- d. Training and Issues support shall be in place to aid the City in the implementation process;
- e. Implementation support;
- f. Conduct a walkthrough of the Solution User Guide and all Training Materials with the City Project Team; and
- g. Update the City Project team in a timely manner.

5.4 IMPLEMENTATION SUPPORT

5.4.1 The Supplier shall provide services for "implementation support" activities as described in Schedule L - Statement of Work, Section 2.2.3 *Implementation Services*.

5.4.2 The Supplier shall provide support staffing during system installation through production go-live, as follows:

- a. **Project Manager** - The project manager shall be required to be onsite as described in the Statement of Work for critical times of the system's implementation to ensure better quality assurance management of the system's implementation as described in the Supplier's implementation plan. The Supplier's Project Manager must be available by telephone (6am to 6pm Pacific Standard Time), for 7 days per week during the "go-live" or transitional period of the Solution;
- b. **Support Staff** - Minimum of one (1) FTE on-site, for the initial 48 hours following "go-live"; and
- c. **Support Staff** - Following 48 hours after the production "go-live", and for a period of 30 business days, a minimum of one (1) FTE on-call, Monday through Friday (from 6am to 6pm Pacific Standard Time).

5.4.3 The Supplier shall complete a milestone status report for each significant implementation milestone, stating what was completed and what actions are necessary

as a result of the milestone. The City will review and formally accept each milestone report if the milestone deliverable demonstrates fulfillment of the milestone requirements.

5.5 SOLUTION ACCEPTANCE

5.5.1 Solution Acceptance shall occur in five (5) phases:

1. **Hardware Certification:** After implementing the Solution, any hardware or software (including Software-as-a-Service, or “SaaS”) supplied by the Supplier shall be considered complete according to the following criteria:
 - The City and Supplier shall install, test, and make fully operational all products and applications, which includes all hosted components of the Solution (including: server, operating system, reports and database requirements). The Solution shall not be considered complete until the services and equipment are accepted by the City’s Project Team.
 - The City and Supplier shall install, test, and make fully operational all hardware supplied by the Supplier, including any mobile/hand-held devices, printers, or hardware required to support vehicle LPR initiatives. The Solution hardware shall not be considered complete until the services and equipment are accepted by the City’s Project Team.
2. **Functional Certification:** For each project phase, the Supplier will certify that the Solution implementation is complete in accordance with project phase as outlined within the Statement of Work (Schedule L).
3. **Proof of Integration:** The Supplier shall be responsible for ensuring that the Solution is capable of integrating with the City’s current suite of application integrations (including the capability of the Solution to integrate via web services platform). To confirm that this has been successful, the Supplier shall work with City teams to ensure that bi-directional communication between the Solution and designated City’s applications are fully operational.
4. **Production System Documentation:** The Supplier shall deliver “as built” online or otherwise electronic and hard copy documentation, clearly describing actual implementation configurations, settings, customizations, and complete installed Solution documentation.
5. **60-Day Reliability Test:** The duration for the Performance Period for Acceptance shall be sixty (60) calendar days and shall begin after:
 - a) Configuration and Implementation of the Solution user interface has been deployed in a Production Environment for a period of 60 calendar days;
 - b) No major bugs or defects have been reported to the Supplier in the implemented

solution for a period of 35 days;

- c) Successful completion of User Acceptance Testing (as described in the Statement of Work (Schedule L)); and
- d) City staff have been utilizing the application for a minimum of sixty (60) days.

Outcome:

City's Project Manager will issue a written notice to the Supplier of either completion or failure of the 60-Day Reliability Test (refer to Appendix G - 60 Day Reliability Test Acceptance Form).

In the event that the 60-Day Reliability Test has been unsuccessful, the City Project Manager will identify the areas which were unsuccessful and collaborate with the Supplier on an acceptable resolution - upon which the application will then re-enter the Performance Period for Acceptance, and repeat if necessary until successful.

5.5.2 Solution Acceptance Phase Completion

After all System Acceptance benchmarks have been achieved - the Supplier shall provide City staff with a Solution Acceptance Report which documents benchmarks, significant achievements, deliverables and signoffs, for the phase of project implementation.

Upon City receipt and acceptance of the Solution Acceptance Report from the Supplier - the project will enter a sustainment phase, in which all components have been installed and the Solution deemed to be stable.

6. MAINTENANCE SERVICES AND LEVEL OF SUPPORT

6.1 TECHNICAL, MAINTENANCE, OPERATIONS AND LEVEL OF SUPPORT

6.1.1 Technical Support

The Supplier must describe their process and services for providing support for the Solution (including technical, hardware (if provided by the Supplier), and data, reporting and billing inquiries). At a minimum, the City requires the Supplier to provide Solution support that will have a maximum response time of 60 minutes, 16 hours per day, 7 days per week (5am - 9pm Pacific Time).

6.1.2 System Support Services

- a. The Supplier must provide system maintenance (e.g., upgrades, enhancements, new releases, etc.) and technical support as described in Schedule G - Service Level Agreement, for all products/services in accordance with the requirements stated in

Parts 2 and 3 of this Schedule A, including ongoing unlimited technical support problem determination and resolution;

- b. The Supplier shall provide recurring application maintenance for the Solution, for an initial five (5) years (with the City's option to extend the maintenance of the Solution for five (5) additional one-year extensions);
- c. The Supplier must provide for any upgrades to the system components to accommodate and maintain the Solution customizations developed within the scope of the project phases (or according to a change request - refer to Statement of Work, Appendix D-1 - City of Vancouver - Contemplated Change Notice, and Appendix D-2 - City of Vancouver - Change Control Form). The Supplier shall provide updated Solution documentation concurrent with installation of any upgrade or revision to the system;
- d. For a cloud-hosted solution, the Supplier shall fully test and resolve any Solution deficiency on upgrades prior to installing/implementing the upgrades into production;
- e. The Supplier must ensure that upgrades may be rolled-back. The Supplier shall provide a back-out strategy if an upgrade fails. In performing the regression testing on a new version/upgrade of the solution, the Supplier must certify in writing to the City that all the previous (old) Solution capabilities still work in accordance with the contract requirements;
- f. Maintenance services shall include, at a minimum, the detection and correction of Solution errors discovered by the City or otherwise made known to the Supplier. The Supplier agrees to respond to the City's inquiries regarding the use and functionality of the Solution as issues are encountered by City staff;
- g. For a cloud-based solution, System Maintenance shall also include all services necessary to maintain at least a 99.9% Solution operational uptime, redundancy, and recovery services described herein for all products provided by the Supplier, as well as the resolution of system errors, malfunctions, and system restoration. Scheduled downtime for maintenance or upgrades shall not be included in the calculation of system production uptime;
- h. If investigation and research is required by the Supplier's technical staff, and the problem cannot be resolved or question answered immediately, then the Supplier's help desk/technical support staff should notify City representatives within two (2) hours and produce a report progress on the problem's resolution (in electronic format) to City personnel. The Supplier must continue to update City staff on progress of the problem's resolution.

6.1.3 Maintenance Log

The Supplier shall keep a log of all maintenance/technical support calls made to the Supplier's Help Desk/technical support personnel and document the complaints and problems reported to

the help desk system whether made either by a City resource, or by the Supplier. The log shall be made available to the City as part of monthly or quarterly reporting, as well as any other time upon request by the City. This report(s) shall be delivered to or made available to the City no later than by the end of business (5:00 p.m. Pacific Standard Time) on the fifth calendar day of every month. The log must, at a minimum, contain the following information:

- a. Time of incident notification;
- b. Name of City resource;
- c. Ticket Number;
- d. Description of Reported Problem/Complaint;
- e. Indication of whether the problem/complaint was resolved at time of call;
- f. Description of any follow-up investigation/resolution plans;
- g. Date of and Description of Final Resolution;

6.1.4 Level of Support:

- a. The Supplier shall provide support services for the Solution. The services must include, but are not limited to, the following issues:
 - **Escalation Procedures:** The Supplier shall provide a copy of the Supplier's trouble escalation procedures as well as describe the process and procedures that would be utilized by City personnel when issues require escalation. The Supplier must maintain this information with correct and current data during the course of the maintenance period;
 - **Installation, Verification and Validation:** The Supplier is required to provide support during testing phases of new releases of the application;
 - **Application Defects:** The Supplier is required to provide resolution to all confirmed application defects within 30 calendar days;
 - **Upgrade Support:** The Supplier must offer, for the full term of the maintenance agreement, support of the proposed Solution to ensure continued operation during and after upgrades and implementation of new releases of all user interface applications covered under the maintenance agreement;
 - **Enhancements:** The Supplier must provide enhancement updates to the user interface applications as they become available, or as requested by the City. The Supplier shall have a process for distributing information on the available updates and software modifications, with an explanation of the responsibilities of the Supplier and the City.

- b. Through Solution support, the Supplier shall ensure that the Solution shall remain compatible with the current and future City operating system software (Windows 7+), web browser (IE 11+ and Chrome) or any third party software used in direct association by the Supplier with the developed Solution;
- c. Solution support includes updates and modifications as required as a matter of federal, provincial or municipal law, and/or regulation in connection with the City's compliance standards; and
- d. The Supplier shall comply with the City's Change Management Process for testing and implementing Solution-related changes into the production environment. This process consists of thorough Solution testing in the Development/Testing Environment. Following testing and acceptance, the system may be loaded into the Production Environment.

7. SECURITY REQUIREMENTS

7.1 SUPPLIER SECURITY REQUIREMENTS

- 7.1.1 Authorized Supplier staff may require secured remote access privileges into the configuration; City IT staff reserve the right to monitor all remote access activities by Supplier staff;
- 7.1.2 The Supplier shall complete all required paperwork for security access if access is needed to the City's Information Technology LAN/WAN, as directed and coordinated with the City's Project Manager;
- 7.1.3 Any Supplier employee authorized to perform services under the Agreement, who will be in and out of City facilities on a daily basis, must participate in a City security awareness, occupational health & safety orientation and training session; and
- 7.1.4 At all times, and at any City facility, the Supplier's personnel shall ensure cooperation with City site requirements to include being prepared to be escorted at all times, and providing information for obtaining a badge and wearing the badge in a visible location at all times.
- 7.1.5 The integrity and security of the data storage (when being collected, in transit and within the application) is of paramount importance to the City, and as such, the Supplier and the Solution must adhere to industry best practices in terms of data encryption, data transmission and data management.

PART 2 - Detailed Functional Requirements

Overall Solution

ID	Minimum Specification
1.1	The Solution will have published APIs in which other City of Vancouver solutions can integrate data (and associated information) from the Solution into other web-based solutions.

Global Functionality

ID	Capability	Associated Functionality within Solution
2.1	Common Standards	The presentation of the system will use common industry standards whenever possible. Examples include, Microsoft Windows interface, web browser interface, Java interface, etc.
2.2.	Consistency	The application will be presented in a consistent manner. Simple screen layouts, consistent location of commonly used functions and data, and consistent actions for activating functionality should be used. The concept of "know one, know all" will be implemented.

2.3	Consistency	The Solution will be sufficiently easy-to-use to enable a business user to begin working with the Solution without extensive training (typically 2 hours).
2.4	Data Quality	The Solution will guarantee the quality, delivery, accuracy and validity of the data it captures, transmits and stores.
2.5	Data Value Formatting	The Solution will support a metric format.
2.6	Date / Time Formatting	Date formatting will follow MM/DD/YYYY, and Time formatting will follow 24hr clock (HH:MM:SS).
2.7	Date/time automatic update	The date/time will be reported in local time and be capable of automatically adjusting for daylight savings time.
2.8	System Availability	All system functionality will be available to COV users 24hrs per day for 365 days per year.
2.9	Coordinate System	The Solution will have the capability to associate the location of an infraction (or an inquiry) to a geographic point location which can then be displayed in an industry acceptable G.I.S format in EITHER: 1) Universal Transvers Mercator coordinate system - zone 10 (referenced in meters X,Y) with a North American Datum 1983 (NAD 83)* OR 2) Geographic coordinate system (Latitude, Longitude) with a North American Datum 1983 (NAD 83)* *Not NAD 83 (CSRS)
2.10	Audit Process	The Solution has a reliable and proven audit trail process, including minimum specifications to keep an audit of when data is created, modified, and by whom.
2.11	Design	Any web-based presentation-layer of the proposed solution will be coded to HTML5 standards.
2.12	Configuration Options	Enables CoV to define which input fields are mandatory or optional via a configuration tool rather than through program coding.
2.13	Configuration Options	Enables CoV to define the data type for any new data fields in the system. Sample data types include Alpha, Numeric, and Alpha Numeric with maximum length, date, time.
2.14	Configuration Options	The configuration process will enable the business user to create and edit a list of values (drop down values) for appropriate data fields.

2.15	Data Validation	System prompts user to enter missing, erroneous, and mandatory fields, to name a few. This is directly linked to the previous two requirements where the user defines what input field is mandatory and required, as well as its data-type.
2.16	Role Based Views	The user interface will be configured to allow appropriate access to data and functions based on the user's role and group or business unit membership.
2.17	Role Based Views	The presentation of information will change dependent upon user roles. The appropriate view will be presented to each user group type. E.g. customer service staff will have different views from officers.
2.18	Screen Display for PEO	All information displayed to & requiring form data entry will be optimized for small screen display.
2.19	Legislation	The Solution provided will comply with all legislation and regulations in which the city operates, For example: BC Privacy legislation(FOIPA).

Location

Req. ID, #	Category	Description
3.1	Addressing - General	The Solution will reference valid City of Vancouver street names and 100 block - similar to those available in City of Vancouver Open Data catalogue (http://data.vancouver.ca/datacatalogue/cityStreets.htm)
3.2	Addressing - from GPS	Solution supports the use of the handheld or native app on the cell phone device to determine the location of the ticket and to then resolve to an official city address (not a google address).
3.3	Addressing - Lanes	Ticket enforcement can occur in rear city lanes. The Solution will have methods to determine the most likely address (100 block or civic) when creating a ticket and allow for confirmation from the officer
3.4	Addressing - Municipal	The City has a standard addressing methodology for municipal civic addresses, street segments, intersections, parks and works yards. The Solution will be able to validate addresses to an official city specified address type. The types are 100 blocks, civic addresses and intersections

3.5	Geocode Address	Where an address will be determined by the native device location, the Solution will obtain the addresses (as per Shape file requirement).
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Enforcement

Category	Capability	Associated Functionality within solution
4.1	License Plate master data	<p>The Solution will allow a number of external and internal data points to be allocated to a Plate ID as part of plate master data management (MDM). The plateID verification will allow real-time connectivity and validation (Based on business rules) of the Plate and the connection data sources. Example of existing data reference points:</p> <ul style="list-style-type: none"> - Permit restrictions - Historical tickets - Multiple offender - Vehicles of interest flag (from several data sources) aggregated - Attributes associated with the plate such as abusive driver
4.2	Creating and issuing a ticket	<p>The Solution will allow the PEO to create a ticket on a mobile device (such as, Warning Ticket, Violation Ticket) based on a by-law infringement.</p> <p>The expected data fields are:</p> <ul style="list-style-type: none"> - The bylaw type; with the application then populating the appropriate information relating to that by-law detail within the system. - vehicle details VIN, PEO notes, photos, by-law & section, drop down signage type and hours in effect, MeterID (if applicable), date time, PEO officer #, impound Y/N - additional information, such as: a drop down list of predetermined reference ID's; and routeID. This information is not presented on the actual ticket - The ticket can be printed / served or processed at a later date / time. Once ticket is printed, no change can be made, with the exception of the fields determined by Parking Enforcement.
4.3	Creating and issuing a ticket	<p>Additional information, captured from an internal fine schedule - fine amount, early repayment amount, late surcharge amount and discount period date range should also be part of the ticket record.</p> <ul style="list-style-type: none"> - GPS location (captured from the mobile device) should also be part of the record

4.4	Creating and issuing a ticket	Typically, PEOs write notes or comments with respect to ticket/bylaw infraction. The handheld and LPR application will have the ability to allow the PEO write notes or comments up to 200 characters.
4.5	Creating and issuing a ticket	The Solution will be able to take photos at multiple opportunities during the ticket creation process (Before plate entry, after block entry or at end of ticket writing activity).
4.6	Creating and issuing a ticket	The Solution will be able to provide a "warm boot Resilience", to ensure a printed but not saved ticket will not disappear on rebooting of the phone or device.
4.7	Meter paid Process	The Solution will show meter payment status associated with a meter and/or license plate. This information will be derived from the mobile payment provider data and the uniquely identified related meters - via integration with the Mobile Parking Payment Platform (refer to Integrations requirements in Part 3 - Detailed Technical Requirements, Appendix 2 - Integration State Diagram, and Appendix 3 - Parking Enforcement Platform Integration Details).
4.8	Meter paid Process	The Solution will apply a configurable grace period to all lapsed meter payments from the Mobile Parking Payment Platform. The Solution will allow CoV to enter a grace period limit (in minutes) which will be applied to all Mobile Payment Parking Transactions and thus delays the display of a non-payment.
4.9	Off-line mode	The Solution will be able to manage off-line modes of enforcement (When not connected to a network i.e. No cell service).
4.10	Re-query all off-line tickets when reconnected	The Solution will validate all meter type tickets created off-line by the PEO upon network re-connection - in terms of Parking Payment status at the time of ticket creation. The Solution will void any and all tickets created in an off-line mode when a payment is verified - based on business and bylaw rules within the solution - an option to reprint tickets once online will be available.
4.11	Cancelling tickets	The handheld and LPR solution will enable an officer (subject to security and business rules) to cancel a ticket, with a reason code, on the mobile device.
4.12	Plate capture	The plate information can be captured from a photo and converted into TEXT field data for population in the handheld application rather than the officer needing to enter it manually
4.13	Permit verification	The Solution will query between the Permitting and Parking enforcement platform systems to compare the vehicle plate against the residential permit list (refer to Integrations requirements in Part 3 - Detailed Technical Requirements, Appendix 2 - Integration State Diagram, and Appendix 3 - Parking Enforcement Platform Integration Details). and vehicle of interest list to prompt the officer to take the appropriate action

4.14	Permit verification	The Solution will utilize the location of the mobile device (triggered by the entry of a plate) to determine if this is a permit area and display this info to the PEO to validate if the vehicle is parked in permit zone.
4.16	Towing vehicles request	The Solution will allow the creation of a vehicle TOW request from the hand-held/mobile device within the process of a ticket creation. The PEO can select priority of tow (High/Med/Low) in the request. See Schedule M - Options.
4.17	Towing vehicles request	TOW request will be sent to the tow company electronically and they will provide an update when picked up, released from impound or disposed. The PEO has the option to cancel request via the Solution.
4.18	Towing vehicles request	The Solution will allow PEO the ability to generate tow request outside of a ticket creation such as Abandoned Vehicles.
4.19	Confirmation of address	The Solution will verify addressing when a PEO is entering a ticket; the address can be captured from GPS or manually entered. If manually entered the system cross references (within tolerance) to verify location is correctly identified.
4.20	Bylaw configuration	The Solution will identify the relevant bylaw details when the PEO selects the bylaw and will prompt the PEO to capture additional data or notes against the ticket.
4.21	Electronic / digital chalking	The Solution will allow the chalking of vehicles. There are unlimited numbers of chalking events captured against a Plate / vehicle location. The attributes of the capture are: <ul style="list-style-type: none"> - Plate - PEO ID - Location - Time of chalk - Position of valve stems. This creates a digital record of the vehicle being parked.
4.22	Electronic / digital chalking	The Solution will allow for the configuration of auto delete time limit on digital chalks that did not generate ticket.
4.23	Electronic / digital chalking	The Solution will allow PEO's to access other PEO generated chalking events.
4.24	Ability to customize screens/process to individual PEO's	The Solution will allow specific data entry rules for PEO transactions which have the capability to be customized for groups or individual officers, based on a number of variables / parameters (such as double entry requirement or prompts for photos, training assist mode, etc.) The Solution will allow user specific settings to be altered and updated in real time. City to review current Gtechna workflow, to determine if it will work for the City. Gtechna suggesting to configure/mimic what City currently has. City to share with Gtechna.
4.25	PEO status update	The Solution will allow the PEO to update their current activity status, i.e. working, travelling, break or other activity for transmission back to the central office and to the optional dispatch screen.

4.27	Ticket printing configuration	The Solution will allow the ability to configure the output content for the ticket printing; such as logo, messaging and other ticket attributes (photo).
4.28	Visual display of block payment status	To increase the efficiency of the meter payment process, the Solution will show the PEO a display of payment details by meter/location(s) on the handheld device. The intent is to remove the need to enter each plate number to determine the payment status. The PEO will enter a MeterID to begin the process and the system will query for payment information for the next 10 meter and then display the payment details in sequence by City meter numbering (and thus location) order to reflect the block space configuration. It is anticipated that the data displayed to the PEO will include at least 10 meter status records, optimized for small screen display. The PEO will be able to scroll through the list and have an automatic refresh (every 10 seconds) as well as manually refresh the screen information as they progress along the block. Refer to Appendix 4 - Example of Parking Block View Display.
4.29	User experience	The Solution on handheld/ mobile will display up to 7 permits on <i>one screen</i> associated to a vehicle.
4.30	User experience	The Solution will be optimized for on street enforcement with a workflow designed to reduce errors when entering address (block), meter, plate & VINs.
4.31	User experience	The handheld/mobile/LPR will have the ability to allow edits before ticket issuance but should not allow the PEO to make changes after printing.

Customer Service

Category	Capability	Associated Functionality within solution
6.1	Ticket enquiry / Review	The Solution will enable the Customer Service Representatives to configure the review details based on user log in. The following attributes will be included with this review: <ul style="list-style-type: none"> - Search / filter options - Capability to review Parking Enforcement Officers notes / comments (Void codes and warning) - Identify current exemption decal and other flags attached to the plate (vehicle of interest) - Default search option "plate" whilst linking to previous ticket history - Attach notes in "Supervisor Comments" to be attached to the "plate" for quicker historical reference - View list of permit area(s) associated to plate at time of ticket (e.g. West End) - Display current & all historical ticket details for the owner/License Plate

6.3	Ticket Cancellation	The Solution will allow for an agent to cancel a ticket, with a reason code, within the Customer screen and to send the cancellation status to Tempest via integration.
6.4	Display CoV relevant map layers	(For Dispatching & reporting purposes) The Solution will have the capability to display relevant GIS map layers within a reporting / analytic interface. For example: A CSR would need to see ticket information (with associated pictures) as well as the relevant meter or stop/parking restrictions, and any google street view of the area - when explaining ticket related information to a citizen.

Reporting

Category	Capability	Associated Functionality within solution
8.1	Standard Reports	The Solution will provide a number of basic reports that can be modified to support the City's needs. The basic reports can be modified at no additional cost to the City.
8.2	PEO Reporting	The Solution will allow the reporting and scheduling of reports based on the following attributes: <ul style="list-style-type: none"> - PEO - Tickets Type and quantity - Activity time (based on PEO status i.e. working, travel, break, other) - Location(s) - Date / time (s)

8.3	Rights and permissions on report	The Solution will enable reports to be allocated to specific levels of employees. Example - Supervisor, managers, etc.
8.4	Report to show PEOs historical allocation to routes / zones	<p>The Solution will allow the dispatch team to identify how often PEOs work in areas of the City (trend analysis & reporting) and identify the activity of the assignment (Service Requests completed / tickets performance - # issued / Ticket reference drop down options - i.e. special event, school enforcement, rush, etc.)</p> <p>City to provide user requirements and suggested mock-ups for Gtechna to configure in the eTicket CC server web application.</p>
8.5	Peer Assessment Reporting and comparison analysis	<p>The Solution will allow the creation of reports that show each PEO generated activity against an area / route / shift. This is then evaluated against a peer assessment group for performance monitoring</p> <p>The solution will allow PEO peer group to be changed based on PEOs allocation.</p> <p>For example: PEO 1234 works Bike route in downtown vs. PEO 4567 and PEO 7891 and PEO 7654 who have also worked in the bike route downtown (against a date & time range).</p> <p>Looking at:</p> <ul style="list-style-type: none"> - # tickets - # checks for payments - # service request <p>PEO focus vs. selected peer group average.</p> <p>City & Gtechna to agree on data to be included for report analysis. Tickets issued and plate check counts will be available on CC Server. The service request is an asset report request in the system.</p>
8.6	Ticket performance of PEO based on area / route activity	<p>The Solution will report on all tickets identified by PEO shift selection to an area / route to enable reporting. The attributes for this report are:</p> <ul style="list-style-type: none"> - PEO shift selected - Location of ticket (Street / GPS) - Ticket Type - PEO ID <p>Reporting is summarized into area / route. Option available to</p>

		drill into the PEO activity from summary level (for more detailed review).
8.8	Asset Repair Reporting	The Solution will allow the reporting and scheduling of reports based on the following attributes: - Employee (system ID) - Service request (type and conclusion) - Activity - Location(s) - Date / time(s) - Current Status
8.9	Evaluate parking payment performance info by day / hour	The Solution will enable connectivity with parking payment platform, to return time based payment occupancy for parking meters allocated to block / area. The filter options will be (example) - time / date(s) - block / street / zone - payment type (paybycell or Credit Card or coins where available)
8.10	Ad-hoc Report Capability	The Solution has the capability to generate custom ad-hoc reports, which can be run on-demand or saved and run on a schedule (date/time) with output type and destination to be specified by the report author. For example: A PEO error/void ticket report to be run on a monthly basis and sent to all PEO supervisors via email in an excel spreadsheet view. Refer to Appendix 6 - Sample Report Current and Future within existing system.

LPR

Category	Capability	Associated Functionality within solution
9.1	LPR current State	The City has outfitted 2 Toyota Prius vehicles with cameras and technology to support LPR (Genetec), which the Solution will integrate with.

9.2	Permit Integration	The Solution will query between the Permitting and Parking enforcement platform systems to compare the captured plate against the residential permit list (existing & location based) and vehicle of interest list to prompt the PEO to take the appropriate action.
9.3	Enforcement from notification within LPR vehicle to create ticket	The LPR solution will begin with a notification from the LPR software of an infraction of on-street enforcement for Permit and/or Time Limits and provide the ability for the PEO to confirm. Once confirmed, the vehicle LPR detailed data will be submitted into the ticket creation process and printing by the officer. The LPR solution will push the ticket data through an API or integration process for receipt into the parking enforcement platform. Preferably, the Solution will have the capability to perform this task in either workflow: 1) Served -PEO stops car to issue violation notice at time of event; OR 2) Not Served -Solution captures violation and a post event ticket mail process is completed.
9.4	General Capture of information	The Solution will have the ability to capture relevant ticket information (plate, photos with date/time stamp, wheel images, location, etc.) that will be used to as evidence to complete the ticketing process for that license plate.
9.5	On street photos of evidence	The Solution will demonstrate a high level of stability, performance, security, and accuracy, and will be able to provide sufficient evidence, both written and photographic, to support parking violations. The City requires digital photo evidence to support the infraction; therefore, the Solution will allow the LPR system to take streetscape pictures of signage (e.g. No parking between 3-6 PM) or infraction like fire hydrants and/or capture from video to support evidence.
9.6	Add photos post LPR ticketing	The Solution will allow the PEO to add photo(s) taken from their device after a ticket was created on the LPR console and associate it to the ticket. Typically these are photos of the street signage in proximity of vehicle.
9.7	Non BC License Plates	The Solution will accommodate scanning for all jurisdictional plate (e.g. Alberta) as well as vanity plates.

9.8	LPR Warranty	If providing new LPR vehicle hardware, support will include at a minimum basic one (1) year warranty for all vehicle LPR parts and labor, and software/firmware upgrades. Solution will interface with LPR hardware, whether or not hardware is with a 3 rd party provider.
9.9	Ongoing LPR Hardware Maintenance Support	If providing new LPR vehicle hardware, the Supplier will provide recurring LPR Hardware, Firmware, Installation and Troubleshooting maintenance support for City Parking & IT Staff, for the term of the Agreement.
9.10	Scanning Requirement for obscured or reflective plates	The Solution will continuously and automatically scan, capture, store, display, process and interpret images of plates (perpendicular to parallel) and plates that may be partially obscured, on front dashboard or masked by reflective cover.
9.11	OCR Requirement	The Solution will have the ability to customize Optical Character Recognition ("OCR") software for North American motor vehicle plates.
9.12	Read Accuracy Requirement	The Solution will have 95% read accuracy of plates under all traffic and environmental conditions.
9.13	GPS Accuracy Requirement	The Solution will provide GPS coordinates that can be processed, read and stored and provide GPS coordinates, within 3-7 meters of accuracy.
9.14	GPS Mapping to Photos	The Solution will have the ability to affix GPS mapping to the captured photo.
9.15	GPS Mapping to Street & Hundred Block	The Solution will have the ability to populate GPS mapping to the appropriate hundred-block and street name into a field.
9.16	City Standard Toughbook or Toughpad Requirement	The Solution will have the ability to run LPR software on City standard windows based devices.
9.17	Printer Compatibility Requirement	The Solution will have the ability to communicate with proposed mobile printer hardware and software to complete ticket issuance.
9.18	Near Real Time Photo Uploads Requirement	The Solution will have the ability to upload associated photos to the parking enforcement platform in near real time or in a batch process at the end of the day.

Training & Documentation

Requirement ID	Requirement Title	Associated Functionality within Solution
10.1	Training Overview	Refer to Part 1 – Overall Requirements, section 5 for the details of the required deliverable. The Supplier will provide training services for the following service types: - General Enforcement, ticketing, customer service, chalking, etc. - Solution Management: Administrative & Configuration services, - Dispatching, - Reporting & Analytics, - End-User training on general operations of the device interface. -LPR
10.2	Training Overview	The Supplier will provide new training material and support for product releases, as well as release notes.
10.3	Training Overview	The Supplier will provide alternative ongoing methods of training such as webinars, videos, test scenario for a new user.
10.4	Training Plan: Installation & Maintenance	The Training Plan will include/describe, at a minimum: a. the prerequisite user knowledge required prior to beginning training, as well as installation, configuration, troubleshooting and reporting functions; b. the training plan will include details regarding the required materials, amount of time and expected learning objectives of each training course.
10.5	Training Schedule	The Supplier will create a training schedule during City core hours, and will include designated training locations in conjunction with the Project Team or other designated City training personnel.
10.6	Project Documents & Deliverables	Refer to Part 1 - Overall Requirements, Section 4 for the details of the required deliverable.
10.7	Product Information	All product cut sheets and brochures for vehicle LPR hardware, antenna, and cables will be provided by the Supplier, and will include information on temperature/environment, voltage, inputs/outputs, connectors, memory quantity, and types, etc.
10.8	Document Format	All Supplier documents will be provided in both electronic and hard copy formats.

10.9	Project Documents & Deliverables	Refer to Part 1 - Overall Requirements, section 4 for the details of the required deliverable.
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PART 3 - Detailed Technical Requirements

Architecture Goals & Needs

Req. ID. #	Category	Description
1.1	Scalable	The application is scalable and extensible to meet anticipated workload. The architecture will consider all scale metrics, both current and future anticipated. Typical scalable and extensible solutions include: <ul style="list-style-type: none"> • distributed deployment; • powerful servers; • fast networking components; and • performance sensitive software design.
1.2	Open Architecture	The architecture will be open such that the City may access, augment, enhance, repurpose or extend the implemented systems for uses and applications as the City's needs evolve in the future.
1.3	Flexible	The architecture is not singularly focused on specific functionality, but will allow for growth, changing requirements, and simplicity of configuration.
1.4	Expandable	The Solution architecture supports expansion over time, both in terms of processing volume, as well as enhancements and new functionality.
1.5	Ability to integrate	The architecture accommodates integration of new auxiliary devices, complementary systems, and management systems without causing unmanageable disruption.
1.6	Maintainable	Initial development is only a part of the system lifecycle; maintenance generally requires greater effort. The Solution architecture will accommodate a simplified maintenance regime by having a clear and concise layout of components, responsibilities, and extension points.
1.7	High Performance Metrics	The Solution will minimize performance failures which can cause users to revert to paper-based procedures and systems.
1.8	Clear, Consistent, and Coherent Interfaces	The foundation of a solid implementation is rooted in the elegance of the interfaces. The overall Solution architecture and design will lend itself to well placed, logical, intuitive interfaces.

1.9	Loose Coupling	The Solution's loose coupling allows one or more clients of the functions of a solution to access a specific implementation of a software function without having to know the address or specifics of the implementation. Clients may include users or other software components in the solution. Loose coupling is usually accomplished by implementing functions as software services (often a web service) and by registering the address of the current implementation of the service in a service registry. Loose coupling supports flexibility, expandability, maintainability and reuse.
1.10	Component based	The Solution will be designed as an interacting set of relatively granular software components. The Solution's component-based design facilitates software reuse and maintainability.
1.11	Convenience	The Solution will minimize time, effort, and/or costs in the achievement of some task or goal.
1.12	Consistency & Ease of Use	The Solution's ease of use and consistency of application will ensure productive system use by the users.
1.13	Trust & Security	The Solution will have measures to protect the privacy and safety of citizens, protect information and resources with respect to privacy, confidentiality, and integrity, and will be seen and understood as doing the above. The Solution ensures that: <ul style="list-style-type: none"> only authorized users/roles have access to view or modify documents based on their security profiles; sensitive information can be encrypted and be shared with appropriate controls; administrators can delegate access privileges to authorized users at the branch level; and the system keeps an audit trail of all activity with reporting capabilities.
1.14	Metadata Driven	A focus on collecting data about the business and items related to the parking business operations (specifically in the enforcement of parking related bylaws).

IT Standards

Req. ID. #	Category	Description
2.1	IT Standards	System will preferably store data in Microsoft SQL Server 2008 R2 or recent version; or alternately, Oracle 11g or more recent versions.
2.2	IT Standards	Server Operating System: Windows Server 2012
2.3	IT Standards	Active Directory domain authentication.
2.4	IT Standards	Database Corruption Recovery. Nightly backups of data to an off-site location.

2.5	IT Standards	System will be compatible with City Standard Backup System (NetApp SnapMirror 8.3x).
2.6	IT Standards	The Solution will allow for 3rd party reporting tools to pull data from the solution to satisfy unanticipated reporting requirements.
2.7	IT Standards	Microsoft SQL Server Reporting Services 2008
2.8	IT Standards	Where applicable, the end-user Solution will support either Google Chrome or Internet Explorer 11+ for the browser-based components of their solution.
2.9	IT Standards	<p>CoV supports the following standards:</p> <ul style="list-style-type: none"> - Java Message Service (JMS) API v1.0.2 - JavaScript Object Notation (JSON) (also - GeoJSON) - Extensible Markup Language (XML) v1.0 and related specifications (e.g., XML Namespaces, XML Signature, XML Encryption) - Representational State Transfer with a XML MIME (Multipurpose Internet Mail Extensions) type - Simple Object Access Protocol (SOAP) v1.1 and v1.2 - Web Services Description Language (WSDL) v1.1 and v2.0 - Web Services Security (WS-Security or WSS) - Username Token Profile v1.0 and X.509 Token Profile v1.0 - Hypertext Transfer Protocol (HTTP) v1.0 (IETF RFC 1945) and v1.1 (IETF RFC 2616) - Hypertext Transfer Protocol Secure (HTTPS), also known as HTTP over TLS (Transport Layer Security) (IETF RFC 2818) <p>The Solution will integrate with CoV applications using the above standards.</p>
2.10	IT Standards	Web-based interfaces will incorporate Responsive Web Design fundamentals.
2.11	IT Standards	The Solution will have a well-documented Software Development Kit (SDK).
2.12	Security	All information will be encrypted to acceptable security standards, both "at rest" and "in transit". The data includes personal information (such as license plate/license information). No payments will be processed by the Solution.
2.13	Security	<p>The Solution will monitor and log all security events.</p> <p>The Solution will alert administrators of suspected security violations.</p>

2.14	Security	Username/Password Management. Conforms to City security standards, preference for City AD domain authentication for internal accounts. If not using City domain authentication: a) Enforce periodic password changes (the City standard is every 60 days); b) Enforce a minimum password length (the City standard is 7 characters); c) Enforce requirement that passwords contain alpha and numeric characters and symbols; and d) Prevent assigning of a previously used password.
2.15	Security	The Solution will allow for a variety of security and password profiles, and comply with industry best practices - such as single sign-on, Active Directory association, mobile log-in. Please outline the desktop and mobile login options and security parameters,
2.16	Security	Limit the system functionality available to the user based on their username/group association.
2.17	Security	The Supplier will ensure that all security updates to the Solution, including, but not limited to, the application, operating solution, and databases - are incorporated within 30 days of their release.
2.18	Security	All web services associated with the Solution will incorporate security, such as: - Web Services Security (WS-Security or WSS) - Username Token Profile v1.0 and X.509 Token Profile v1.0 - Hypertext Transfer Protocol Secure (HTTPS), also known as HTTP over TLS (Transport Layer Security) (IETF RFC 2818). Solution will be subject to review by City's internal Security and Privacy Assessment practices.
2.19	User Security Profiles	The Solution will have the capability to have a robust security profile methodology.
2.20	Security	The Solution will allow reporting on current and historical user activity.

Support

Requirement ID	Requirement Category	Associated Functionality within Solution
3.2	Business Continuity	For an on premise solution, the Supplier will place the source code in escrow for City.
3.3	Mobile Support	The Solution will update devices remotely for both minor changes and full application upgrades without a need to bring them into the office.

3.4	Mobile Support	The Solution upgrade process will remain backward-compatible with older devices.
3.5	Ongoing Maintenance & Support	The Supplier will provide recurring application maintenance support for the Solution such as End-User Interface, Administration tools, Reporting and Database for the term of the Agreement.
3.6	3rd Party Service Maintenance	For any 3rd party services used by the Supplier to deliver the Solution to the City, the Supplier will ensure the availability of these services is maintained to meet all the availability requirements described in the SLA.
3.7	Ongoing Maintenance & Support	The Supplier will continue to support previous versions for five years from date of implementation.

Mobile Devices

Requirement ID	Requirement Title	Associated Functionality within Solution
4.1	Wireless Provider	The City has a pre-existing wireless contract with Bell as its wireless data provider with pooled accounts. There are no restrictions with the Solution in regard to the wireless carrier.
4.2	Mobile Data Estimate	Ranges of anticipated monthly data usage for a PEO (based on CoV estimated usages and practice around photo evidence) are 1KB per ticket, 100KB per picture. Note: sending pictures is CoV selectable option. Monthly estimate of data usage is 1GB per device.
4.3	Wireless Provider	Minimum version of the communication protocols or restrictions that the Solution will work is 3G.
4.4	Mobile/handheld device	No differences in functionality across different operating systems/devices.
4.5	Mobile/handheld device	The Supplier shall certify and support the Solution on new releases or updates of handheld device operating system within three months of release.
4.6	Handheld Device performance	The Solution can operate on a mobile handheld type device, a ruggedized device that has a drop specification of at least 1.8m to concrete at 20C temperature.

4.12	Mobile /handheld device	The handheld/mobile device used by staff will default to send messages immediately, unless configured otherwise.
4.13	Mobile /handheld device	The system should have the capability to configure specific device settings for handheld/mobile device data collection without having to physically access the handheld/mobile device.
4.14	Mobile /handheld device	The Supplier's mobile solution is a native app and updates are published or pushed to the device with the appropriate security.
4.15	Mobile /handheld device	Each data transmission will include the relevant location, operational, control data, device identifier, time (24hr), date, and other relevant metadata.
4.16	Mobile /handheld device	The device will be purposed to only support the business operations. The Supplier can lock down the mobile platforms to exclude standard functionality (example app store, downloads).
4.17	Mobile /handheld device	The device will have Bluetooth capability to standard mobile printers (e.g. Zebra, Comtec) to enable the officer to carry a print device on their person.
4.19	Mobile Printer	The Supplier's recommended printer will be direct thermal with a 3-4 inch width. Refer to Appendix 5 - Vancouver City - Violation April 2015.
4.20	Mobile Printer	The Supplier's recommended printer will have media types: direct thermal tags or receipt paper, synthetic media or UV coated media.

Integration

Requirement ID	Requirement Category	Associated Functionality within Solution
5.1	Middleware Standards	In general, all integration from/to the parking enforcement platform will be near real time with the use of BizTalk middleware unless otherwise stated. The City requires that web services (API) be the general method of integration. Refer to Appendix 2 - Integration State Diagram and Appendix 3 - parking enforcement platform Integration Details

5.2	Mobile Parking Payment Integration	The Supplier has created an integration solution with a third party mobile payment application, such as PayByPhone.
5.3	Mobile Parking Payment Integration	The City uses PayByPhone (Mobile Payment) as its electronic payment for its 10,100 meters including IPS and 17 Pay Stations. The Solution will provide the capability for users to verify mobile payments based on plate, meter number, space. Refer to Appendix 2 - Integration State Diagram box (A).
5.4	Mobile Parking Payment Integration	Accordingly, these data calls on the mobile device can be either single or bulk requests (such as whole block - Refer to Appendix 4 - example of Parking Payment Display). The attributes of the data call will be either triggered by Plate or Meter and return: <ul style="list-style-type: none"> - Payment status (paid at meter #, or null) - Meter# - Plate - Vehicle Type (Supplier will provide customization at no cost) - optional duration of payment (time left)
5.5	Ticket Payment System Integration	The Supplier has created an integration solution with a third party financial payment application, such as Tempest.
5.6	Ticket Payment System Integration	The City uses Tempest as its financial revenue system where ticket payment is recorded. The Solution will interface with Tempest to send ticket information and later to verify payment. The Supplier has created an integration solution with Tempest. Refer to Appendix 2 - <u>Integration State Diagram</u> , box (D).
5.7	Ticket Payment System Integration	The Solution will integrate with Tempest and send created ticket records from the parking enforcement platform to Tempest in near real time via BizTalk . The Tempest system confirms receipt of each transaction. The integrated fields include: ticket #, plate, make, bylaw, date, time, served (Y/N), VIN. The Solution can support this integration.
5.8	Ticket Payment System Integration	The Solution will enable the Cancellation of a ticket within the parking enforcement platform and update the ticket status to cancelled with a reason code in Tempest.
5.9	Ticket Payment System Integration	The Solution will query the Multiple offenders data file (from Tempest) to determine for a plate, if there are more than three outstanding tickets. If so, this information will be made available to the PEO on the handheld when they enter the plate into the system (various ticket types). The information will enable the officer to make a correct decision on towing. Currently it is "MO Vehicle and # of outstanding tickets" or " " (Null). The Solution can support this integration.

5.10	Towing Company Integration	The Supplier has created an integration solution with a third party towing application or provider, such as Busters.
5.11	Towing Company Integration	The Solution will interface with the City's towing contractor to issue a towing request. The fields required are ticket location, plate, time, date, make, colour, bylaw, abusive, priority. Refer to Appendix 2 - Integration State Diagram box (F). The Solution can support this integration.
5.12	Towing Company Integration	The Solution will confirm the vehicle tow request (confirmation) and vehicle status back to the platform/device.
5.13	Towing Company Integration	The Solution will support integration on changes to track and monitor the tow activities in progress: collected, on-route and status back to platform or device.
5.14	Permit System Integration	The Supplier has created an integration solution with a third party mobile Permitting application, such as Amanda/Posse. Interface will be in the form of a flat file import from either system, with the intent to keep format consistent regardless of platform.
5.15	Permit System Integration	The City uses Amanda/Posse as its Permitting System for residential parking permits. The Solution will query between the Permitting and parking enforcement platform systems to allow the plate ID or Permit # from the permit database to validate permits for the vehicle. This verification is based on location and permit boundary / times The information returned to device will be: "Permit #, plate, location, permit types, vehicle make, grace period or "no active permit" The Solution supports this integration.
5.16	Permit System Integration	The Solution to Permitting does not require near real time integration: hourly updates are sufficient. Refer to Appendix 2 - Integration State Diagram box (C).
5.17	Photo System Integration	The Supplier has created an integration solution, or provides APIs with a third party Photo Evidence application.
5.18	Photo System Integration	The City has developed an in-house Photo Evidence app to allow citizens to review their evidence photos related to tickets. The Solution will deliver photos related to a Ticket #, Plate & Issued Date to be viewable to the citizen via website (Photo Evidence app). Refer to Appendix 2 - Integration State Diagram box (B).
5.19	Vancouver Police Dept.	The Supplier has created an integration solution with a police department application, such as VPD's CPIC. Stolen vehicles, etc. file accessible by CoV; nightly text file. PEO notified on handheld.

5.20	Vancouver Police Dept.	Vancouver Police Department provides a list of stolen plates to the city on a daily basis. The Solution will interface with VPD CPIC to obtain stolen vehicle info (plates) and obtain this information when a plate is entered in any type of ticketing process. The response to the handheld will be either "Vehicle of Interest" (VOI) or "" (Null). Near real time is not required, daily is sufficient. Refer to Appendix 2 - Integration State Diagram box (E). The Solution can support this integration.
5.21	Vancouver Police Dept.	Based on the above integration, the Solution will alert the PEO/device if the vehicle is stolen
5.22	Hansen Work Order Dispatch Integration	The City uses Hansen (Infor) as its Asset/Work Management System. The Supplier's dispatch module can interface with Hansen or another CRM system. Requirement may be waived if alternate work management system utilized.
5.23	Hansen Work Order Dispatch Integration	The Supplier's dispatch module integrates with Hansen service requests through BizTalk and using APIs to send near real time Enforcement requests to the PEO/device. This will allow the PEO to accept/reject the parking enforcement request. The status change to "closed" would then populate back to the Hansen system. The Solution can support this integration. Requirement may be waived if alternate work management system utilized.
5.24	City Integration Standards	The Solution will integrate with CoV applications using City supported standards, including: <ul style="list-style-type: none"> - Java Message Service (JMS) API v1.0.2 - JavaScript Object Notation (JSON) (also - GeoJSON) - Extensible Markup Language (XML) v1.0 and related specifications (e.g., XML Namespaces, XML Signature, XML Encryption) - Representational State Transfer with a XML MIME (Multipurpose Internet Mail Extensions) type - Simple Object Access Protocol (SOAP) v1.1 and v1.2 - Web Services Description Language (WSDL) v1.1 and v2.0 - Web Services Security (WS-Security or WSS) - Username Token Profile v1.0 and X.509 Token Profile v1.0 - Hypertext Transfer Protocol (HTTP) v1.0 (IETF RFC 1945) and v1.1 (IETF RFC 2616) - Hypertext Transfer Protocol Secure (HTTPS), also known as HTTP over TLS (Transport Layer Security) (IETF RFC 2818)

Data Management

Requirement ID	Requirement Category	Associated Functionality within Solution
6.1	Data Usage	Typically, PEOs take on average 3-5 high resolution photos (1600x1200) for each ticket. Refer to Table 3 in Part 1 - Overall Requirements - Ticket volume (assuming an annual increase in volume of 10-20%). The Solution has the necessary infrastructure to support the volume of data associated with on-street enforcement by the City.
6.2	Data Conversion	The City's legacy data is in Ticket Manager Progress database 10.B. The Supplier has experience converting data from Progress database 10.B with other clients
6.3	Data Conversion	Historical legacy system data (such as historical data by license plate) is required for the continued enforcement of all regulations. This historic information is provided to the officer within the Solution.
6.4	Data Conversion	The Supplier can convert this historical data from TicketManager Progress 10.B for 1-5 years' worth of data.
6.6	Data Performance	The Solution supports data reporting and queries without affecting the performance of the Solution (e.g. indexing, report warehouse).
6.7	Concurrent Users	The Solution will have the ability to support at least 100 concurrent staff using a standard database (supported by the City).
6.8	Data Availability	All data collected will be retained for at least 7 years.
6.9	Data Availability	All data collected shall be readily available for active use (searching, display, reporting) for at least 24 months in a production system environment.

**SCHEDULE B -
PRICES FOR SUPPLY**

Quantity and Description	Price
a.	
Qty 1-Command Center (CC) - Enterprise WEB frame Software - for 100 Concurrent Users [includes Management of users, devices & communications; Dynamic Reporting; and Business Intelligence Dashboard] <u>\$56,000</u>	
Qty 1- Officer Parking Server Software [includes 1 Ticket layout per City requirements; Ticket View, Live location map; Dynamic reports; and Remote update of software mobile software] <u>\$6,000</u>	
Qty 1 -Officer CC Alert Tow Server Software Module [includes Mobile tow sent to CC. Coordinator dispatches tow crew.] <u>\$20,000</u>	
Qty 105 -Tow Mobile [includes Input Tow event and pick-up location with photo evidence] <u>\$10,500</u>	
Qty1 -Activity Location Map software module [includes Mapped activity of PEO plus cookie crumb functionality] <u>\$3,200</u>	
Qty 1 -Parking Rights Server Software [includes Aggregate in real-time external server (meters & pay-by-phone), and human error correction platecheck] <u>\$10,800</u>	
Qty 2 - Ticketing add on - Genetec LPR software interface module part of ticketing licenses [includes handheld- or laptop-compatibility, eTicket form with drop down lists, formatted ticket layout] <u>\$1,000</u>	a. = \$223,392
Qty 112 - Officer Parking Mobile Software - for Android Only. Includes eTicket form with drop-down lists, Formatted ticket layout, Manual time limit marking (eChalking), Scofflaw Alert, Broken Asset reporting, Signature Capture. <u>\$89,712</u>	
Qty 28 - Broken asset reporting mobile license [includes Field operations tracking - collectors & technicians] <u>\$3,150</u>	
Qty 112 - Officer LPR Handheld [requires extended or replaceable smartphone battery] <u>\$0</u>	
Qty 112 - Officer Parking Rights Handheld [includes Parking rights validation, for Android only] <u>\$10,080</u>	
Qty 2 - Parking Rights Interfaces [includes Pay by Space Kiosk (IPS), Pay by Phone by Space (PBP)] <u>\$3,950</u>	
Qty 3 - Scheduled daily - Interface [includes Tempest Import to CC - Scofflaw, Daily Import - Hotlist CPIC - Vancouver Police Department, and Export to Hanson Meter Management database] <u>\$9,000</u>	

b. implementation & customization	b. = \$75,000.00 (footnote 1)
c. integration	C + d = \$19,250.00 (footnote 2)
d. data migration	
Year 1 One-Time Costs	\$317,642.00
Year 1 Annual Recurring Costs - Source Code in Escrow - City's 50% portion of \$1,050.00	\$525.00
TOTAL YEAR 1 COSTS	\$318,167.00
Year 2 Annual Recurring Costs	\$57,161.00 (footnote 3)
Year 3 Annual Recurring Costs	\$57,161.00 (footnote 3)
Year 4 Annual Recurring Costs	\$57,161.00 (footnote 3)
Year 5 Annual Recurring Costs	\$57,161.00 (footnote 3)
Hour Labour - for custom development	\$138 / hour

Footnote 1: \$75,000 = Field Engineer Implementation & Project Management (\$25,000) + Train the Trainer (\$10,000) + Custom Development 80 days (\$40,000). Refer to detailed training plan in Schedule L - Statement of Work, Section 4.4.1. Gtechna to provide all required training aids and manuals, and electronic format for all training aids (as applicable) and manuals, at no additional cost to the City.

Footnote 2: \$19,250: Realtime interface Tempest (\$4,250) + photo evidence platform/raw photo data export (\$7,500) + Buster Towing (\$4,250) + Amanda (\$3,250)

Footnote 3: \$57,161: Annual Software maintenance (56,636) + Source code in escrow, City's 50% portion of \$1,050 (or \$525)

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

**SCHEDULE C -
ITEMS TO BE PROVIDED BY THE CITY**

Refer to Schedule L - Statement of Work, Section 4.4 *Specifics*.

**SCHEDULE D -
SPECIFIC DELIVERABLES**

Refer to Schedule L - Statement of Work, Section 2.0 Project Summary.

**SCHEDULE E -
TIME SCHEDULE FOR SUPPLY**

Refer to Schedule L - Statement of Work, Section 4.2 Proposed Project Plan.

SCHEDULE F - PREFERRED SUPPLIERS

The following devices are recommended by the Supplier; however, the City may or may not purchase through the Supplier.

Panasonic FZ-N1 ToughPad: Product Model FZN1ABCAZZC: 140 units = \$190,414 (description: Android 5.11.1, Qualcomm Snapdragon MSM8974AB 2.3GHz Quad Core, 4.7 inch HD 10-pt Gloved Multi Touch, 2GB, 16GB, WiFi a/b/g/n/ac, BT, 4G LTE. AT&T/Verizon Dual Multi Micro SIM Slots (Voice/Data), Webcam, 8MP Cam, NFC, Angled 2D Bar Laser (SE4750), No Drive, Toughbook Preferred. 3 Year Standard Warranty. Does not include AC adapter, Hand Strap, or Stylus - which must be ordered separately, at additional cost, if required.)

Holster and Belt for Panasonic FZ-N1: Product Model FZ-VSTN12U: 140 units = \$8,050

4-Bay Cradle for Panasonic FZ-N1: Product Model FZ-VEBN121M: 35 units = \$29,890

Hand Strap for Panasonic FZ-N1: Product Model FZ-VSTN11U: 140 units = \$5,740

Protective Film (10 Sheets per unit) for Panasonic FZ-N1: Product Model FZ-VPFN11U: 15 units = \$2,340

4-Bay Battery Charger for Panasonic FZ-N1: Product Model FZVCBN121M: 35 units = \$18,655 (includes 110W power supply and AC cord)

Standard Battery Pack for FZ-N1: Product Model FZ-VZSUN110U: 140 units = \$15,470

3-Year Standard Warranty for Panasonic FZ-N1 ToughPad, included with purchase by original purchaser: 140 units = \$0 (Panasonic will repair the FZ-N1 with new or rebuilt parts, free of charge in a Global Panasonic designated service location for the period specified below from the date of original purchase in the event of a defect in materials or workmanship). The cost of labour, parts, and shipping are included in the Standard Warranty. Panasonic may replace the screen protection sheet up to once per warranty year when deemed necessary on units in for Warranty service at an authorized location. Panasonic repair turnaround time is 48 hours, where: 1 day for shipping pickup, plus 2 days of repair time, plus 1 day of return shipping (i.e. total of 4 business days from when return merchandise authorization ("RMA") is requested).

4th and 5th Year Extended Warranty for Panasonic FZ-N1: 140 units = \$41,300 (Gtechna offers extended warranty, which must be purchased within Year 1 of the 3-Year Standard Warranty. If this extended warranty is purchased, the serial numbered unit is entitled to the same warranty coverage as described by the Standard Warranty, with the exception of the battery (for which a separate coverage program is available)). The cost of labour, parts, and shipping are included in the price of the Extended Warranty. Panasonic may replace the screen protection sheet up to once per warranty year when deemed necessary on units in for Extended Warranty service at an authorized location. Repair turnaround time is 48 hours, where: 1 day for shipping pickup, plus 2 days of repair time, plus 1 day of return shipping (i.e. total of 4 business days from when RMA is requested).

Optional Protection Plus for Panasonic FZ-N1, Years 1,2,3,4,5 inclusive: 140 units = \$121,800 (must be purchased up-front for full 5-year coverage). Protection Plus provides coverage against accidental physical damage that occurs during regular use of a Toughbook notebook or Toughpad tablet. Protection Plus does not cover damage from intentional acts, fire, loss, theft, normal wear (cosmetic) not affecting functionality, improper maintenance, modification by anyone other than Panasonic's National Service Center or a Panasonic Authorized Service Provider), and damage that is attributable to acts of God. All system components, except consumable items, are covered by Protection Plus (consumable items include accessories, batteries, battery charger, screen protectors, stylus pen, printing on the keyboard) Protection Plus covers up to one major failure per unit, per year for the LDC screen, keyboard, hard drive and system board. With Protection Plus, a Panasonic representative will determine the source of the problem, and at Panasonic's discretion, Panasonic will determine if the unit will be repaired, or replaced by a model of equal or greater value, according to the Protection Plus warranty statement. If applicable, a complete unit replacement will be provided only once during the Protection Plus warranty period. Panasonic may replace the screen protection sheet up to once per warranty year, when deemed necessary on units in for warranty or Protection Plus service at an authorized location. At the time of purchase of Protection Plus, a complete list of model and serial numbers is required. Protection Plus, if purchased, must be purchased at the time the unit(s) is purchased. All units repaired under Protection Plus receive next-business-day shipping to and from the Panasonic National Service Center within the United States. Panasonic repair turnaround time is 48 hours, where: 1 day for shipping pickup, plus 2 days of repair time, plus 1 day of return shipping (i.e. total of 4 business days from when RMA is requested). Note: Accidental damage is not covered by the Panasonic Standard Warranty or the Gtechna Extended Warranty.

Battery refresh Panasonic N1 at 6th Year: 140 units = \$15,470

Battery refresh Panasonic N1 at 8th Year: 140 units = \$15,470

Zebra ZQ510 Printer, 3-inch Printer, Bluetooth 4.0: Product Model ZQ51-AUE0000-00. (108 units = \$72,154.80). Purchase price for hardware includes 1-Year Standard Warranty.

Zebra ZQ510 Spare Battery: Product Model P1031365-059 (108 units = \$12,731.79)

Zebra ZQ510 Spare Battery 3rd Year: Product Model P1031365-059 (108 units = \$12,731.79)

Zebra ZQ510 4 Bay Power Station: Product Model P1063406-027 (27 units = \$7,019.73)

Zebra ZQ510 Quad Battery Charger: Product Model AC18177-5 (27 units = \$10,988.73)

Zebra ZQ510 Extended Warranty:

- must be purchased up-front, to cover first 5 years, where cost of 1st year warranty is \$0, and annual cost in Years 2, 3, 4, and 5 is \$10,368/year: 140 units = \$41,472.00
- annual cost Years 6 and forward: \$13,500/year for 140 units

(Note: Supplier has recommended Sonim XP7; however, the City will purchase through the City's existing contract.)

**SCHEDULE G -
SERVICE LEVEL AGREEMENT**

SERVICE LEVEL AGREEMENT (SLA)

1. Definitions

In this service level Agreement (SLA) the words set out below will have the following meanings:

- **"Business Day"** shall refer to 9:00 a.m. to 5:00 p.m. (EST) Monday, Tuesday, Wednesday, Thursday and Friday except for statutory holidays
- **"Statutory Holidays"** – the following days are the statutory holidays that Gtechna's Offices are closed:
 - **New Year's Day** – January 1st if it falls on a weekday, else the Monday following
 - **Good Friday** – The Friday before Easter Sunday
 - **National Holiday** – The first Monday preceding May 25th
 - **National Holiday** – June 24th if it falls on a weekday, else the Monday following
 - **National Holiday** – July 1st if it falls on a weekday, else the Monday following
 - **Labour Day** – 1st Monday in September
 - **Thanksgiving** – 2nd Monday in October
 - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day
- **"Software"** means all software supplied to the Client by Gtechna
- **"Equipment"** means the hardware & associated accessories sold or leased to the Client by Gtechna as listed in Appendix "C"
- **"Incident"** means any Client query, defect, problem or error regarding the Software or Equipment the Client purchased or leased from Gtechna.

2. Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between Gtechna and the Client for Support Services to be provided by Gtechna to the Client, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Client in the use of Gtechna's products.

This agreement is contingent upon each party knowing and fulfilling its respective responsibilities and fostering an environment conducive to the achievement and maintenance of targeted service levels.

3. Objectives of Service Level Agreement

- To create an environment of co-operative relationship between Gtechna and the Client to ensure effective support for the Client's end users
- To document the responsibilities of the Parties taking part in the Agreement
- To ensure that the Client achieves the provision of high quality of service for its end users with the full support of Gtechna
- To define the services to be provided by Gtechna and the level of service, which can be expected by the Client
- To detail the information Gtechna requires from the Client in order for Gtechna to begin its investigations of Incident
- To provide a common understanding of service requirements/capabilities.

4. Term of Agreement

- Unless specified otherwise, this SLA will commence at "System Go Live" for a year without fees and will continue as long as the Maintenance Contract is in effect and the payments to Gtechna are up to date
- GO live is defined by the first formal operational use of the system by the City (e- citation, payments, LPR hits, etc.). The first year without fees, this agreement will continue as long as the Maintenance Contract is

in effect and the payments to Gtechna are up to date.

5. Software Acceptance Test Procedure

The success of a project is defined by the acceptance of deliverables by the City. To determine the success of the project, deliverables shall be mutually listed and described and success criteria must be determined in advance by having for each deliverable an acceptance test properly described. This will be discussed between the project managers of each party at the beginning of the project when it is time to address the Statement of Work (Schedule L) key elements.

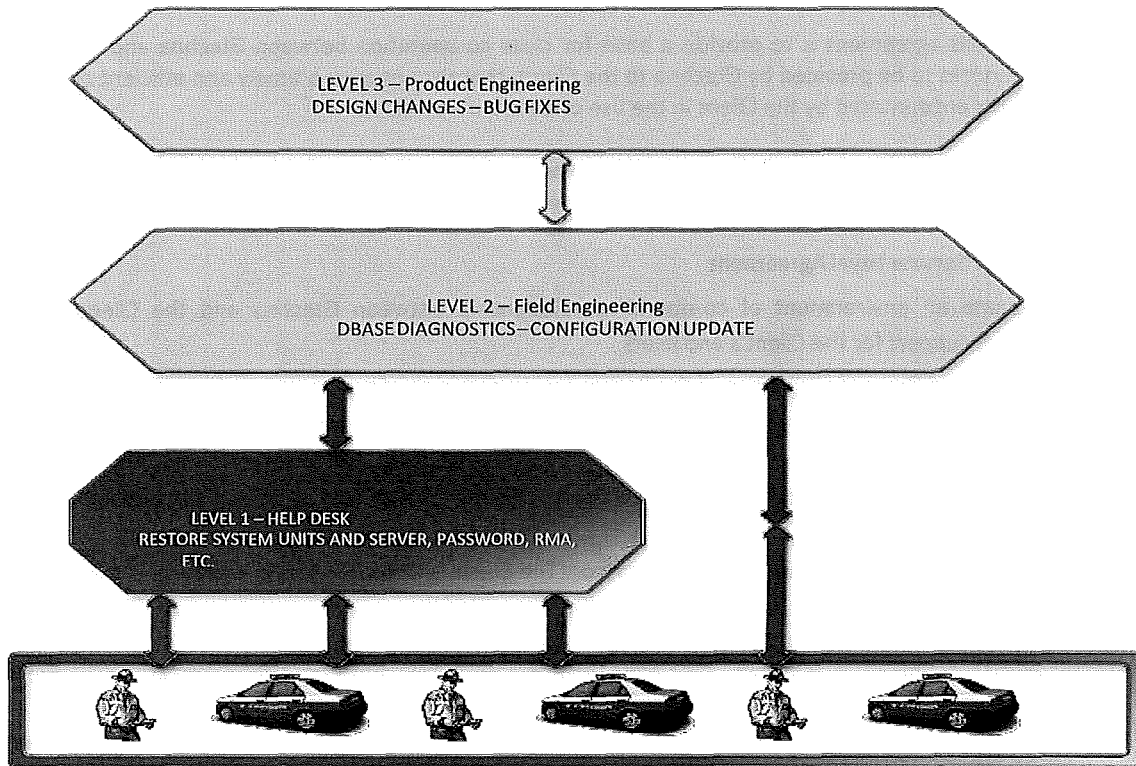
At the end of the Acceptance Test Procedure, the City will issue a written notice to Gtechna to indicate a level of satisfaction with the use of the product according to established criteria.

6. Service Levels

The success of service agreements depends fundamentally on the ability to communicate credible and reliable information.

Firstly, a clear chain of communication between Gtechna and the Clients, with key player's name, phone number and title must be defined. See Annex "A" and "B".

Second, a clear matrix of responsibility "who does what" with reference to the specific of the customer environment is essential. Gtechna support is defined in Levels 1, 2, 3 as shown on the following schematic. Level 2 and Level 3 are exclusive to Gtechna but in some instances, Customer/Partners may support Level 1 in part or in whole. See annex B.



6.1 Level 1 – Help Desk and First Line support

- Answer phone / mail
- Diagnostics of Incidents
- Troubleshooting devices and network
- System restores
- Server setup basic configuration
- Account setup configuration
- Raise tickets if Incident not close within the day
- Informed customer of closure of Level 1 ticket
- Escalation / dispatch to level 2.

6.2 Level 2 – Field Engineering

- Advance trouble shooting
- Impex set-up
- Client environment deployments
- Problem replication / simulation
- Database diagnostics
- Units / Server log analysis
- Units / Server crash - Data recovery
- Informed customer of closure of Level 2 & Level 3 tickets
- Escalation / dispatch to Level 3.

6.3 Level 3 – Product Engineering

- New features or fixes requiring code changes
- Advance configuration setting
- System analysis advance server diagnostics and support.

7. Levels of severity and Response time

Severities for all Incidents will be jointly classified by the Client & Gtechna under one of the following classifications:

Level of Severity	Identification	Description
1	Critical	Complete stop or major breach of the software ceases client operations for one or more users at a critical period. (Example: major failure, server shutdown, unable to start the application on multiple computers, etc.).
2	High	Major problem that disrupts operations during a critical period. (Example: A user affected by a system shutdown, application problem affecting a treatment to be done urgently (example: emergency check issuance, etc.).
3	Medium	Problem that does not disrupt operations and acceptable workaround. (Example: Problem or current Incident(s), generating non-urgent bills, change settings, print or reprint documents, etc.).
4	Low	Minor problem or request information from users. (Example: Training requests, suggestions for improvement, development requests, requests for information purposes only, etc.).

Level of Severity	Response time	Time resolution
1	Respond immediately to the City or contact in the immediate business hour of receiving the incident notification, and that in 80 % of cases	Time resolution of up to four business hours, and in 80 % of cases
2	Respond immediately to the City or contact within two business hours of receiving the incident notification, and in 80 % of cases	Time resolution of up to one business day, and in 80 % of cases
3	Respond immediately to the City or contact within four business hours of receiving the incident notification, and in 80 % of cases	Time resolution of up to three business days, and in 80 % of cases, or such other period mutually determined in writing between the Parties, as appropriate

4	Respond immediately to the City or contact within eight business hours of receiving the incident notification, and in 80 % of cases	Time resolution mutually established by the Parties in writing
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To the extent of the above-mentioned table, if an Incident is not fixed in a timely manner and/or would have a noticeable and negative effect on the client's operations, the City can escalate (Annex A) and address the problematic situation with the management team of Gtechna to agree on a plan of corrective actions. As part of Gtechna's Service Level Monitoring, all incidents with a Severity Level of 1, 2, or 3 will automatically be escalated by Gtechna to the designated Gtechna and Client management contacts.

8. GTECHNA Support Hours of Services

Gtechna offers telephone coverage 24/7 for critical Incidents (6.1) with an immediate response time. Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 9:00 a.m. to 5:00 p.m. (EST)**
 - Email – Monitored & responded within one business day.
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within 30 min throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 5:00 p.m. to 9:00 a.m. (EST)**
 - Email – Monitored & responded within one business day.
 - Telephone - Normally answered when called. Voice messages are monitored and responded to within 30 min.
- **Weekends - Friday 5:00 p.m. to Monday 9:00 a.m. (EST)**
 - Email – Monitored & responded within next business day.
 - Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hour.
- **Statutory Holidays – From 5:00 p.m. on the eve of the Statutory Holiday until 9:00 a.m. the morning following the Statutory Holiday (EST)**
 - Email – Monitored & responded within next business day.
 - Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hour.

9. Equipment repair (RMA)

If it is determined that Equipment sold or leased to the Client by Gtechna is in need of repair after one year of usage (first year being under normal warranty), this SLA will provide free repair.

- Gtechna will issue the Client an RMA number (Return Merchandise Authorization)
- The Client, at its expense, will ship the defective Equipment to the repair depot as designated by Gtechna
- Gtechna, at its expense, will ship repaired equipment to the Client within the supplier normal delays.

Equipment sold by Gtechna includes high tech items and repairs cycle time is up to 8 weeks.

- Therefore Gtechna recommends the City to buy 5% on site spares units for quick turn-around.

10. Equipment Updates

Generally speaking, under normal circumstances, the Client has initially purchased or leased the latest Equipment offered by our Equipment Suppliers. This Equipment will eventually age and Clients may decide, at some point in time, to purchase either additional units of the same model or opt for the latest model available. Equipment Suppliers could also declare various models End of Life (EOL) and provide various options from their product line to upgrade to and a timeline by when this would be necessary.

- The products of the Equipment Suppliers are in various stages of their life cycles. Gtechna is not privy to its Suppliers product plans. Gtechna as such has no prior knowledge when a Supplier decides to EOL one of its products. Gtechna will advise Clients as soon as they are notified by its Equipment Suppliers that one of its products has been declared EOL
- Gtechna will advise the Client of the expected impact upon the Client and propose the options available for managing the EOL.
- If the Client purchases from Gtechna additional Equipment of the same model already in use, Gtechna will charge minimal costs related to the installation. The Client would still have to pay for any additional Software Licenses, as applicable.
- If the Client purchases a new model of the current Equipment or opts for Equipment from a different manufacturer, the Client will pay for all related upgrade costs in this regard

11. Software update

Generally speaking, under normal circumstances, the Client has initially purchased or leased the latest Software application offered by Gtechna. Gtechna software generic trunk evolves during the life of this agreement and will be kept up-to-date with various releases.

Trunk releases are free of charge and are deployed when necessary to keep system performance.

12. GTECHNA Primary Responsibilities

Gtechna is responsible for providing support services for the investigation and resolution for all Issues encountered by the Client related to the products Gtechna sold or leased to the Client. More specifically, Gtechna is responsible to:

- Diagnose Issues which occur to the Software and Equipment and use all reasonable efforts to provide fixes as promptly as possible
- Keep the Client apprised of the current status of reported errors and the efforts to resolve them on an ongoing basis. As appropriate, Gtechna will escalate Incidents when Service Levels are at risk of being missed.
- Effect deliveries of software fixes to the Client via a remote connection. In situations where GTechna hosts the Client's Operation, Gtechna will:
 - Monitor the hosting services on an ongoing basis to maximize continuous operations
 - Monitor the hosting services to ensure performance is at its peak
 - Perform regular daily back-ups of all files necessary for the running of the software sold to the Client by Gtechna in the event a restore is required
- Report on performance against this SLA on a quarterly basis, at minimum, and inclusive of all pertinent data.

Gtechna proposes to review, on a schedule mutually determined, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually-agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include, but not be limited to:

- A list of all incidents logged with Gtechna in the reporting period including time, date, details, and resolution time
- An indicator if the Service Level was met for each Incident
- Percentage of Incidents by severity level that met Service Levels
- Trending charts showing Service Level metric over the past 4 quarters (if term is quarterly), or 12 months (with monthly details) on a rolling timeframe
- A verbal or written synopsis of the past period that shows the analysis of missed Service Levels and pertinent activities to address areas of concern

13. CLIENT Primary Responsibilities

The Client will provide a prime and secondary Contact(s) through which all reported problems encountered by the Client would be funneled for subsequent notification to Gtechna. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems. The Client is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Client's operation. The Client will refer all problems to Gtechna in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
 - Reported by:
 - Software affected:
 - Equipment affected:
 - Problem Description - examples / pictures / screen shots, as available
 - Serial Number of Equipment on which Problem was detected:
 - Statement of Impact on Client Operations:
 - Other pertinent information (as appropriate):
-
- The Client will supply Gtechna with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Gtechna can investigate reported problems.
 - The Client must report defective equipment and request an RMA immediately upon observing a defect or malfunction in order to prevent the accumulation of Equipment requiring repairs that may impact the delay in receiving a replacement.
 - The Client, at its expense, will ship the defective Equipment to the repair depot as designated by Gtechna
 - Unless the Client's Operations is hosted by Gtechna, the Client is responsible for all Software & File back-ups on a regular ongoing basis
 - In order to maintain ongoing Gtechna Support the Client is responsible to ensure all Support &

Maintenance payments to Gtechna are current

14. Complaints

All complaints relating to the operation of the help service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Client and Gtechna.

15. SLA EQUIPMENT EXCLUSIONS

Services provided by Gtechna do not include repairs, testing, or replacement of parts caused by:

- Unauthorized tampering/modification of the Equipment's hardware or its firmware settings
- Use of the Equipment for other than the use for which it was designed
- Shipping damage, accident, misuse, damage or disaster, including fire, flood, or neglect
- Replacement parts are not provided for "consumable" items such as batteries, print heads and Equipment accessories (e.g. carrying straps, cases, styluses, etc.).

16. SLA SOFTWARE EXCLUSIONS

- Services provided do not include the investigation, testing and changes required as a result of the unauthorized changing by the Client of any of Gtechna's System settings, configurations or parameters used for the proper operation of its Systems.
- Services provided by Gtechna do not include the investigating, testing or repairing of any software not sold or leased to the Client by Gtechna.

17. Other SLA Exclusions

Services provided do not include support for system environment changes necessitated by the Client. Examples of exclusions include such things as:

- Equipment upgrades (e.g. New Servers, DBMS Upgrades, Network Changes, File migrations, Middleware upgrades, etc.)
- 3rd Party Vendor software changes (e.g. New Versions, Interfaces, File Imports/Exports, Anti-Virus, etc.)

Annex "A" – Gtechna Contact Info & Escalation

- Email address: support@gtechna.com
- Office telephone: 1- 866-308-7877 or 514-953-9898 Ext: 3
- Hot-Line / Emergency telephone for Critical Incidents only: 514-297-3252
- Escalation:

Lead Customer Support: Michel Archambault	1-514-591-2517	Michel.archambault@gtechna.com
Senior Director Operations: Martin Chartrand	1-514-796-3501	Martin.chartrand@gtechna.com

Annex "B" – Customer specific

	Full name & Title	Email address	Phone Number
System responsible, super user #1			
Backup System Responsible			
Other info when applicable <ul style="list-style-type: none"> • Server room • Equipment room • Parking right provider • Other 			

SCHEDULE H - CITY POLICIES

1. The City's Supplier Code of Conduct.

**SCHEDULE I -
KEY PROJECT PERSONNEL**

- 1) Operational Director: Martin Chartrand (escalation)
- 2) Implementation Team Lead: David Alvarez (key contact)
- 3) Lead Customer Support: Michel Archambault
- 4) Enforcement Solution Advisor: James Olivieri
- 5) Chief Technical Officer: Sergio Mastronardi
- 6) VP Sales & Marketing: Mike Bourre

**SCHEDULE J -
SITE**

As directed by the City.

SCHEDULE K -
FORM OF LETTER AGREEMENT

[Date]

<☞ Add Supplier Name and Address>

Dear Sir or Madam,

Re: Agreement based upon the Supply Agreement between <☞ Supplier Name> and City of Vancouver dated <☞> (the "Base Agreement")

The purpose of this letter agreement (this "Agreement") is to set out the terms and conditions upon which <☞ Supplier Name> (the "Supplier") shall supply <☞ Describe> to [Name of Other City Entity] (the "Purchaser").

Please have a duly authorized representative of the Supplier execute this Agreement and return one copy to the Purchaser.

1. Application of Base Agreement

The Supplier shall supply <☞ Describe> to the Purchaser at the price(s) and otherwise pursuant to the terms and conditions stated in the Base Agreement, as though each reference to the City of Vancouver or the "City" in the Base Agreement were instead a reference to the Purchaser, with the exceptions stated in the following Section 2.

2. Variations from the Base Agreement

- (a) The Supplier's invoices to the Purchaser shall be submitted to the following mailing and/or email addresses, rather than the addresses stated in Section Error! Reference source not found. of the Base Agreement: [Address]. The Purchaser's contact information for purposes of the application of Section Error! Reference source not found. of the Base Agreement shall be the following in lieu of the City of Vancouver address, contact name and facsimile number stated in the Base Agreement: [Address, Contact Name and Fax number]
- (b) Section Error! Reference source not found. of the Base Agreement shall be excluded from the agreement between the Supplier and the Purchaser.

3. Miscellaneous

- (a) This Agreement shall terminate upon the expiry or termination of the Base Agreement.
- (b) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (c) This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart. Delivery of an executed signature page to this Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

Yours truly,

[Name and Title of Other City Entity Signatory]

Accepted and agreed on behalf of <☞ Supplier Name>:

Signed: _____

Date: _____

Name: _____

Title: _____

SCHEDULE L - STATEMENT OF WORK

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1. Introduction

This Statement of Work ("SOW") document is created for the purposes of describing the installation of Gtechna Officer Command for the City of Vancouver (the "City").

1.1 Project Title

This SOW describes the high level deliverables of the project called "City of Vancouver Parking Enforcement Platform Solution" (the "Project").

1.2 Document Goals

This SOW document seeks to specify software products, services, and hardware to meet business requirements.

1.3 Document revision table

Revision	Date	Author	Notes
1.0	2016.09.28	David Alvarez	
2.0	2016.11.08	David Alvarez	

2. Project Summary

2.1 Project Objectives

The Project includes system and services to deploy an IT system to be used for parking enforcement. The main elements include, but are not limited to:

- Mobile Application for approximately 140 handheld devices upon implementation
- Window e-Ticket apps
- Server WEB apps for system monitoring and control (Command Center)
- Integration with parking rights vendor PBP and IPS MSM
- Interface with Genetec LPR system for ticket issuance
- Testing
- Training
- Ticket Data Migration from previous seven (7) years, including all supporting data
- Asset Management Data Migration, including all supporting data

2.2 Project Deliverables

This section describes system deliverables to meet Project objectives.

2.2.1 Parking ticket issuance system

- Mobile application
 - o Android application to work with off-line(batch) and on-line(real time) capability
 - o Printer with Bluetooth connectivity to print tickets
 - o Camera to include pictures in the ticket
 - o Local range of pre-allocated ticket numbers from server
 - o Log of all operations on the mobile for debug and investigation
 - o E-Ticket form with drop down lists
 - o Time Limit Marking (e-Chalking)
 - o Colour Imaging
 - o GPS Capture
 - o Scofflaw Alert
 - o Broken asset reporting
 - o Signature Capture
 - o Towing request implementation
- Server Web Application
 - o Web station for administrator function (users, violation and tickets management)
 - o Customer Service functionality
 - o Dynamic Reports
 - o Ticket Data export
 - o Scofflaw import
 - o Ticket view
 - o Broken meter
 - o Live location map
 - o Manual Ticket entry
 - o Ticket Payment Data and History
 - o Scan Ticket Barcode to Retrieve ticket
 - o MTO Retrieval of title and address
 - o Ticket Aging and notices letters
 - o Court Scheduling & Disposition
 - o Evidence for Online Parker Infraction
- Ticket
 - o Layout proof for production
 - o Ticket field and label print configuration
- Integration with current and future mobile parking payments vendor(s) during the term of the Agreement
- Integration with parking rights vendors
- Interface with Genetec LPR system for ticket issuance
- Ticket Data Migration from previous system

2.2.2 Interface Modules

- o Near real-time ticket integration between the existing online payment system
- o Integration with Tempest to pull Scofflaw history data
- o Integration with Vancouver Police Department to pull stolen plate data and plates of interest
- o Integration with current and future permitting system for residential parking permits and all exemption vehicles
- o Integration with current and future towing vendor to support calls for tow

2.2.3 Implementation Services

- City Data initialisation (violation codes, geo-based information, user information, etc.)
- Remote access procedure (IPs, firewall, etc.)
- Remote Deployment on City server
- Remote Deployment of mobile applications
- Ticket Layout adaptation
- User Acceptance Testing and sign-off
- Go Live monitoring and City staff training



Training topics.pdf



Training Topics -
Operations.pdf

2.2.4 Service Level Agreement (SLA)

- Refer to Schedule G.

2.3 Project Plan and deliverables

2.3.1 Project kick-off and SOW approval

In this phase, Gtechna will conduct an onsite Project kickoff meeting to start the Project and review the Project plan, requirements and responsibilities. An overview of the detailed critical specifications will be done to highlight potential schedule issues.

2.3.2 Command Center

In this phase, Gtechna will gather all available information to configure the server Command Centre database and system parameters. Main elements include System Data base (core data), IMPEX (Import - Export) specifications, Hosting, City specific Options, City Custom features, Infrastructure Requirements.

2.3.3 Mobile Units

In this Phase, Gtechna will configure the Mobile following server available data and options. The main elements include Citations Format and Paper, Hardware, City e-ticket cycle test and Custom features.

2.3.4 Deployment

In this Phase, Gtechna will test the interfaces, deploy mobile test communication (SSL), connect printers, train officers and administrator and assist launch for GO LIVE.

2.4 Payment Terms per Purchase Order

- Effective Date of Supply Agreement: 30% of Year 1 costs, including services fee and software license, payment due net 30 days from invoice date Hardware purchased from Gtechna: 100% of price at delivery, payment due net 30 days from hardware invoice date
- Go Live: 60% of Year 1 costs, including services and software, payment due net 30 days from invoice date
- After 60-Day Reliability Test (refer to 60-Day Reliability Test Acceptance Form): 10% remainder of Year 1 costs, including services and software, payment due net 30 days from invoice date

3. Project Management

3.1 Project Team - GTI

Role	Name	Contact info.	Responsibilities
PMO Manager	Martin Chartrand	martin.chartrand@gtechna.com T: +514-953-9898 x 130	<ul style="list-style-type: none"> • GTI control of Services and Quality. • Provide project resources • Approve scope changes
PM	David Alvarez	david.alvarez@gtechna.com T: 514-953-9898 x 150	<ul style="list-style-type: none"> • Liaison between GTI and the City • Project control scope and deliverables • Project management: schedule, changes and costs • Project communication management (Project progress) • Risk identification and resolution • Issues record, track and resolution
Software Engineering Lead	Matthew Lecour	matthew.lecour@gtechna.com T: 514-953-9898 x 150	<ul style="list-style-type: none"> • Install and configure GTI application • Work with Project Manager to coordinate implementations • Identify technical requirements
Account Manager	James Olivieri	james.olivieri@gtechna.com C: 514-953-9898 x 153	<ul style="list-style-type: none"> • Supplier Account Manager

3.2 Responsibility Matrix

Role	Name	Org.	Contact info.	Responsibilities
Project Manager (Business)	Victor Quan	City of Vancouver	Cel: 604 512 9607 Victor.quan@vancouver.ca	<ul style="list-style-type: none"> • Liaison between GTI and the City. • Allocates business project resources • Development and maintenance of project schedule and tasks • Identifies and escalates project risk and issues • Manage project changes, limiting scope changes • Delivers project on time and on budget
Contract Manager	Cathy Palmer	City of Vancouver	Work: 604 257 8717	Escalation during Project Implementation and duration of the

			Cathy.palmer@vancouver.ca	Agreement
Contract Manager	Dan Van Balkom	City of Vancouver	Work: 604 873 7751 Dan.vanbalkom@vancouver.ca	Escalation and IT Liaison

3.3 Communication Plan

GTI will conduct and document (via Minutes) weekly meetings to report Project progress, schedule status and issues. GTI will generate monthly reports for updating and forecasting schedule, incorporating internal and external changes, and updating the Project end-date. The PM is also responsible for reviewing any variances to the plan.

3.4 Change Management

Refer to City's Change Order Process and Forms (Appendices D-1 and D-2).

3.5 Issue Management

The purpose is to track all issues, questions, concerns and problems arising from any meetings to ensure their timely resolution.

Problems/Issues will be identified and reported monitored and controlled, actioned and resolved via the Project Issues Register, maintained by the Project Manager. This will record all key dependencies and issues, which may potentially impact the successful completion of the project. The Project Manager will escalate issues / problems where appropriate.

3.6 Escalation Procedures

Action points not progressed by the agreed completion date and which have a time or cost impact on the project, will automatically be escalated through the project hierarchy. Where issues remain unresolved, the Project Manager will escalate the issue to the PMO as appropriate.

4. Schedule Management

4.1 Project Execution and methodology

Typically, the first step of the Project is to build a replica of the City system data on GTI sever. The first weeks of the Project are going to be used to gather all customer info, violation code, ticket layout, interface specifications and specific features. All these elements are going to be discussed and agreed at the weekly meetings.

Once the image of the server is built, GTI will install the mobile application and the City may access GTI server from their devices. In a similar way, the final configuration of the mobile device will be discussed and approved at weekly meetings.

The Solution will be ready to be installed for testing and configuration within 8 weeks of Purchase Order Issuance. Within 16-24 weeks of Purchase Order issuance, the Solution will be ready for production (i.e. Go Live). After the GO LIVE, and if the City agrees, Gtechna will replicate this production environment in a test environment to be used for testing future changes.

4.2 Proposed Project Plan

The following is the proposed schedule for this Project. Schedule and dates are subject to change during execution and weekly meeting decisions.

City of Vancouver - Parking Enforcement System

ID	Name	Resource Names	5	Week 1	Week 4	Week 8	Week 12	Week 16	Week 20	Week 24	Week 28	Week 32	Week 36	Week 40	V	
1	Project kick-off		S	W	T	M	F	T	S	W	T	M	F	T	S	W
2	Kick-off meeting	Giechna														
3	SOW detailed specifications	Giechna,CLIENT ADMIN														
4	Command Center															
5	Violation code															
6	Data export	CLIENT IT														
7	Data format test	Giechna														
8	Import to system	Giechna														
9	Geobase integration (one shot)															
10	Data export (Street, addresses, ...)	CLIENT IT														
11	Data format test	Giechna														
12	Import to system dbase	Giechna														
13	Dbase Tests	Giechna														
14	Users data															
15	Ranks and rights of users	CLIENT ADMIN														
16	Import	Giechna														
17	Dbase test	Giechna														
18	Interfaces															
19	Pay by Phone by Space															
20	PBP Interface	3rd vendor,Giechna														
21	Pay by Kiosk															
22	IPS MSM	3rd vendor,Giechna														
23	Tempest	3rd vendor,Giechna														
24	CPIC	3rd vendor,Giechna														
25	Hanson meter	3rd vendor,Giechna														
26	Genetec AutoVu	3rd vendor,Giechna														
27	RPC															
28	Item															
29	MMS															
30	Mobile Units															
31	Citations Format															
32	Schematic and text for POA parking (paper roll)	CLIENT ADMIN														
33	electronic format logo	CLIENT ADMIN														
34	Print file	Giechna														
35	Basic Android eticket function with NO PRINT option	Giechna														
36	Paper Rolls Procurement															
37	Paper specifications	Giechna														
38	Approval	Giechna														
39	Production Order	Giechna														
40	Install and Deploy (Test environment)															
41	SERVERS SET-UP															
42	Install	CLIENT IT														
43	OS	CLIENT IT														
44	Dbase	CLIENT IT														
45	DB CONFIGURATION															
46	Comms	Giechna														
47	Command center	Giechna														
48	Dbase Officer load	Giechna														
49	Mobile deployment															
50	Equipment install	Giechna														
51	Mobile computer CC deploy and communication test	Giechna														
52	UAT															
53	Command Centre test	CLIENT														
54	Mobile application and print test	CLIENT														
55	User acceptance form - approval	CLIENT														
56	Install and Deploy (Production environment)															
57	SERVERS SET-UP															
58	Install	CLIENT IT														
59	OS	CLIENT IT														
60	Dbase	CLIENT IT														
61	DB CONFIGURATION															
62	Comms	Giechna														
63	Command center	Giechna														

			City of Vancouver - Parking Enforcement System																																													
ID	Name	Resource Names	S	Week -1				Week 4				Week 8				Week 12				Week 16				Week 20				Week 24				Week 28				Week 32				Week 36				Week 40				V
			S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W									
64	Dbase Officer load	Gtechna																																														
65	Mobile deployment																																															
66	Equipment install	Gtechna																																														
67	Mobile computer CC deploy and communication test	Gtechna																																														
68	UAT																																															
69	Command Centre test	CLIENT																																														
70	Mobile application and print test	CLIENT																																														
71	User acceptance form - approval	CLIENT																																														
72	Training																																															
73	Documentation	Gtechna																																														
74	Remote Training super user and admin CC / PDA	Gtechna																																														
75	Training PDA	Gtechna																																														
76	Launch																																															
77	Network live test	Gtechna																																														
78	System in service	Gtechna																																														
79	System acceptance / Project acceptance form	CLIENT ADMIN																																														

<

Project Activities

Project Goals	Objective	Accountable
Phase 1	Provide Officer information: Violation codes, Citation format, Geo-based integration, Users profile.	The City
	Provide printers	The City
	Provide Ticket layout	The City
	Provide Ticket proof (electronic) for approval	Gtechna
	Approve Ticket layout	The City / Gtechna
	Install and configure - Command Center, Visitor Pass module, Parking Permit module, interface to 3 rd party payment system and Asset and Operations module - GTI Server	Gtechna / the City
	Interface to the Genetec LPR System	Gtechna
	Provide production server	The City
	Install and configure - Production environment	Gtechna
	Test	The City / Gtechna
	Training	Gtechna
	Launch	The City / Gtechna

4.3 Project Milestones Delivery and Implementation

The following are the Project milestones delivery and implementation of:

Milestones	Comments
SOW sign off	
Hardware delivery	
Parking ticket issuance System	
Ticket layout proof	
Mobile application	
Parking Permit module	
Interfaces delivered	
Production server installation	
Data Migration	
Interface to the Genetec LPR System	
User Acceptance Test	

Launch/Go Live	
60-Day Reliability Acceptance	

Deliverable	Deliverable Title	Due date ¹
1	Written Notification of Contract Award (issued by the City in the form of Council Minutes)	
2	Project Implementation Plan and Schedule (PIPS) – including detailed deliverables and timelines, subject to the City's review and approval <ul style="list-style-type: none"> To be maintained by the Supplier 	
3	Gap Analysis Document	
4	Solution Design Document (SDD) Assuming that there are gaps in functionality and customization will be required	
5	Solution Testing Plan (STP) – includes functional testing & user acceptance testing	
6	Solution Acceptance Criteria - Initial	
7	Solution Administration Guide	
8	Integration and API Procedure Details	
9	Solution User Guide	
10	Solution User Training Plan	
11	Solution Issues and Defect Report	
12	Solution Test Results Report	
13	Deliverable Delivery Confirmation Log <ul style="list-style-type: none"> Solution Receipt Acceptance Report 	

¹: the dates will be determined and included in the Supplier's Project Implementation Plan and Baseline Schedule (PIPBS). At a minimum, the Supplier's PIPBS shall have each of the above deliverables specified above.

4.4 Specifics

The following assumptions have been drawn by Gtechna:

City - Technical responsibilities (if applicable):

- Servers must be provided by the City and will be on site at the City.
 - Application Server to run software
 - SQL server Data base will be hosted on a central cluster
- Will configure networks and servers to accommodate the Gtechna Officer Parking™ suite.
- Access to The City network and servers will be granted to Gtechna technical staff through remote session with the City's IT technical staff.
- Shall provide, in electronic format, all data required to fully configure the system; system users, city streets and all parking infractions.
 - The City technical staff will provide exports of data base to fully configure the system
 - The City staff will help determine specifics of required data
- Will manage and finance all server platform installations, maintenance, and licensing.
- The Command Centre will use MSSQL server as the database engine.
- Will manage and finance all database installations, maintenance, and licensing.
- Will be responsible for the cellular data and activation for each handheld device.
- Will provide export of data required to facilitate both test and production data migrations.

Items to be provided by the City:

The following activities refer to the Gantt chart in Section 4.2 Proposed Project Plan:

Id	Activity	Resource (Vancouver)	Description
6	Violation codes - Data export	IT	All violation information such as fines, codes, descriptions and articles will be provided in exportable format (e.g. txt, csv). Some information may not apply for the City.
10	Geo-base integration - Data export (Street, addresses, etc.)	IT	All information to identify the location of the violation such as street, civic number, district, municipality, intersection, meter number, intersection will be provided in exportable format (e.g. txt, csv). Some information may not apply for the City.

15	Ranks and rights of users	Administrative staff	All information for system users (i.e. officers and administrative staff) such as surname, given name, badge number, initials, unit, team, and type of access will be provided in exportable format (e.g. excel, txt, csv). Some information may not apply for the City.
38	Server - Install	IT	Server procurement acquisition and installation will be performed by the City IT department.
39	Server - OS	IT	The installation of the Operating System will be performed by the City IT department.
40	Server - Database	IT	The database engine installation and configuration will be performed by the City IT department.
41	Server test	IT	Server tests to ensure the server is functional and ready to install Officer Command Centre. For example, the Operating system and database engine working properly.
42	System acceptance	Administrative staff	The City will confirm that all deliverables described in Schedule L - Statement of Work have been successfully addressed.

Gtechna technical Responsibilities:

- The overall success of the SOW, working collaboratively with City's business and technical staff.

- Provide details on the required configuration.
- Work with the City technical staff to schedule remote access to network and servers.
- Provide specifics on all data required to fully configure the system
- Will provide training materials, System Quick Reference Guide.
- Implement metre operations and automation module. Add-On functionality for managing parking assets; garages, lots, revenue collections and sharing with clients.
- Legacy conversion data and transfer. Provide minimum of 2 migrations of existing data (one for test and one for production). The data subsets for test migration should be broad enough to reproduce and verify all business test cases. For the benefit of this verification, the City will specify the business test cases to be reviewed. GTI will work with the City to determine the test data to be migrated for this verification.
- Responsible for work plan OPS tasks.
- Interface Module to 3rd party payment system.
- On-site training session(s) will be conducted by Gtechna for Parking Mangers, Supervisors, Admin Staff and Parking Enforcement Officers.

4.4.1 Training Plan

The objective of this training plan is to provide the objective, activities and schedule to be performed for the user training session. The user training session will be split in two major sessions: Command Centre and Mobile application.

Detailed Training Plan

Training Overview

The training team visits the City during the installation to begin sessions with the users. Users are given a general overview of the hardware, using visual presentation tools. The hand held software training consists of detailed step-by- step screens of the enforcement software, which are projected onto a large screen. The users practice real live enforcement situations.

Training updates will be done remotely. The format is train the trainer each class of user.

Material Provided

- Reference Guide in PDF format
- PowerPoint Presentation used for training in PDF format

Training Room Requirements

The training room should be equipped with the following:

- Projector (to be used with a laptop)
- Computers with network access to access the Officer Suite CC web application to complete exercises.

Course description details

- Officer Suite CC Training Plan
- Data Entry Personnel Training

Note: it is recommended that Business Supervisors/Managers & IT Staff attend this part of the training as well.

Login & Navigation

- The login process
- Selecting or changing a password
- Officer Suite CC navigation
- Overview of modules

Exercises

Ticket Module

- Browsing tickets and related information (pictures, ticket copy, etc.)
- Adding a traffic ticket to the database
- Manually changing a ticket status (single or batch mode)
- Voiding a ticket
- Exercises

Business Supervisors/Management & IT Staff Training

User & Group Management

- Adding users to the system
- Modifying users
- Controlling account activation
- Adding Groups
- User & Group access control
- Password rules
- Resetting a user's password

Table Management

- Infractions, Geobase, General Tables

Reports

- Import/export results and statistics (including ageing & MTO)
- Overview of built-in reports, Overview of Data Dictionary
- Overview of Ad-Hoc Report creation using Crystal Reports

Officer Training

- Hardware training
 - Touch screen operation, Changing the printer roll
 - Using as a fixed print station
- Main menu and navigation
- Ticket Issuance process
 - Explanation of ticket sections (corresponds to printed ticket)
 - Looking up the infraction, Importing the MDT/CAD.CPIC information
- Adding notes, drawings, towing notes, and other evidence

Ongoing Training

Ongoing training will be done either on site or remotely

4.4.1.1 *Training objective*

Provide precise and sufficient knowledge to the City to enable staff to manage and perform Parking Enforcement activities using the Gtechna Officer suite (Command Centre and Officer Mobile application).

4.4.1.2 Prerequisites

Users should have some basic operation knowledge to handle electronic mobile devices such as smartphones and basic computation knowledge to handle laptop/computer applications such as Microsoft Word (e.g. enter information, print documents, and save information).

4.4.1.3 Required materials

The City will provide the training room where the training session will take place. In order to enhance the training material presentation, a room with a projector and Wi-Fi is highly recommended. For the Command Centre training session is desirable that the trainees may have access to a computer system in order to do some exercises during the training session. For the Mobile application training session, is requested that all mobile devices, printers and paper rolls are available, installed and batteries charged in order that the City officers can practice during the session.

4.4.1.4 Command Centre session

Training audience: Managers, supervisors, administrative staff, customer service staff,

Duration: 90-120 minutes

Objective: At the end of the session, the user will be able to perform the administrative, control and track activities on the Officer Command Centre web application. The training will cover the following topics:

- Logging in & password reset
- General Navigation
- Ticket Module
 - Ticket lists
 - Ticket list functions
 - Voiding/Retiring a ticket
 - Changing the status of tickets
 - Adding a manual ticket (Adding Tickets, Ticket profile)
- Payment Module: (Ticket Payment process)
 - Paying for a ticket in the system
 - Paying for a ticket that has been issued in the field, but has not yet appeared in the system
 - Adding transactions to a ticket
 - Viewing already created court summons and export files
 - Batch close payments
- Ageing process
- User device/management
- Import/export process
- Infractions Module
 - Listing infractions (laws)
 - Adding new laws
 - Editing existing laws
- Geo base Module
 - Listing streets

- Adding a street
 - Editing a street
 - Adding a district
 - Editing a district
 - Listing all streets in a district
- Clients Module
 - Listing existing client devices (PDAs/Handhelds)
 - Adding a new device
 - Editing an existing device
- Users Module
 - Listing user groups
 - Adding a user group
 - Setting user group permissions
 - Listing users
 - Adding a user
 - Setting user-specific permissions
 - Resetting Passwords
- Reports module
 - Using the report dialog
- Tables Module
 - Listing tables (dropdown options) that can be changed
 - Listing table contents
 - Adding a new record to a table
 - Editing an existing entry
- Interfaces
 - PBP, IPS interface
 - Tempest, CPIC and Hanson meter

4.4.1.5 *Mobile application session*

Training audience: Supervisors and officers

Duration: 45-60 minutes

Objective: At the end of the session, the user will be able to issue, review, and print a parking citation using the Officer Mobile application. The training will cover the following topics:

- Initial setup
- Printer configuration
- Issuing a ticket
- Parking rights
- Communication with CC

4.4.1.6 *Recommendations*

In order to enhance the learning process during the training session, it is recommended to schedule training sessions with the following maximum audience per group.

Command Centre: 10 people per 60-90 minute session, to cover CoV staff requiring training (approximately 20 staff). Note: Super Users to receive more in-depth training.

Mobile application: 15 people per session, to cover up to 140 CoV staff

The best way to integrate any new information is putting knowledge into practice. Therefore, Gtechna encourages the trainees to practice the new acquired knowledge and schedule some session for further questions and troubleshooting.

4.4.2 Support staffing

In order to ensure better quality assurance management of the system's implementation, Gtechna's project manager will be on site for the following activities:

- Kickoff meeting
- Command Centre and Mobile installation - quick training session
- Full training session and Go-Live

For the installation and training activities described above, some other support staff members will be on site to perform the activities.

5. Project Authorization

In Witness Whereof, both the City and Gtechna, having read this SOW in its entirety, do agree thereto in each and every particular.

CITY OF VANCOUVER

GROUPE TECHNA INC.

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

Appendix A – User Acceptance form - Deliverables

User feedback:

Accepted -> Deliverable is working as described in the acceptance criteria column

Rejected -> Deliverable is not working as described in the acceptance criteria column

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
	<i>Mobile application</i>		The mobile application can issue, print, save and transfer parking tickets to Command Centre with the following information: vehicle information such as vehicle plate/VIN number and its province, expiration date, vehicle make, vehicle model, vehicle colour; location information where the ticket was issued such as district, municipality, street, civic no, side street; infraction information such as infraction description and fine; ticket notes such as private and public notes; service method and pictures. These fields can be deactivated and some others (not shown in this list) can be activated to address the City's needs.		
1		Android application	The application can		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
		to work with off-line(batch) and on-line(real time) capability	work either off-line and on-line capability to transfer citation information to Command Centre.		
2		Printer with Bluetooth connectivity to print tickets	The application communicates with a mobile printer (only with certified bluetooth printers) to print the citations/tickets issued in the application.		
3		Camera to include pictures in the ticket	The application allows to include pictures (up to 8) in the citation as evidence of the infraction.		
4		Local range of pre-allocated ticket numbers from server	Command Centre assigns a range of available tickets to each device on each synchronisation.		
5		Log of all operations on the mobile for debug and investigation	The application generates and keeps a log of all operations in the mobile device and then transfers it to Command Centre.		
6		e-Ticket form with drop down lists	The application is able to manage the following drop down lists: car make, car model, car colour, plate expiration date (month and year), districts, municipalities, streets, notes, which allows capturing information for the citation.		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
7		Time Limit Marking (e-Chalking)	The application creates time limit markings (e-chalking) and tracks it until it expires. Officer can issue a ticket from an expired timing record.		
8		Colour Imaging	The application manages colour imaging as ticket evidence.		
9		GPS Capture	The application saves the GPS coordinates where the citation was issued.		
10		Scofflaw Alert	Based on the information preloaded in the Scofflaw Alert table in Command Centre, the application displays an alert in case the plate is found in the Scofflaw table.		
11		Broken reporting asset	The application saves broken meter information which is transferred to Command Centre.		
12		Signature Capture	The application saves ,displays and prints the Officer's signature.		
XX		Parking Enforcement Guidance	The application to visualize parking payment status in near real-time on a to-be-defined zone basis.		
	Server Web				

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
	<i>Application</i>				
13		Web station for administrator function (users, violation and tickets management)	<p>Command Centre provides the following functionalities:</p> <p>Tickets</p> <ul style="list-style-type: none"> – Parking ticket displays a list of all tickets issued in the system. User can filter, order, group, summarize information; user can save any of these actions for further use; rename columns, reorder columns. User can access ticket information, ticket profile, ticket pictures, and ticket notes. – Manual ticket, user can enter tickets written manually on paper. User has the same fields used in the mobile application. – User can manually change ticket status if needed <p>Parking Rights</p> <ul style="list-style-type: none"> – User can query all parking rights generated in the system which will include parking permit 		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
			<p>records, parking rights vendors (e.g. PBP, IPS) and visitor pass.</p> <p>Payment</p> <ul style="list-style-type: none"> – User can query all payment transactions. <p>Aging</p> <ul style="list-style-type: none"> – User can manage the late notices generated by the system such as Notice layout modifications, delete notices, manually run the process to generate the late notices and print notices. – User can track the driver owner information requests. – User can manage the plate denial requests to the Ministry of Transportation – The system processes the ageing triggers defined by the City providing a similar ticket life cycle as defined on Appendix F. <p>Court</p> <ul style="list-style-type: none"> - User manages the Court notices (generation and print) - User manages schedule appointments - User manages 		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
			<p>availability periods, exceptions and configuration</p> <p>Broken meters</p> <ul style="list-style-type: none"> - User manages a broken meter list <p>Tables</p> <ul style="list-style-type: none"> - User manages (add, delete modify) records on the following tables for Command Centre and the mobile application: Defendant status, Infractions, Directions, Meters, Parking Zones, Provinces, Sides, Signs, Situations, Streets, Plate Scofflaws, Plate Tolerances, Public Notes, Reasons for voiding a ticket, Reasons for not Serving a Ticket, Service Time, Service Type, Plate colours, Vehicle Colours, Vehicle Makes, Vehicle Models, Payment Types, Transaction Types, Ageing Date Exceptions, MTO, Meeting types, Outcome Ageing Triggers, Outcomes, Users, Groups, Units 		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
			<p>Devices</p> <ul style="list-style-type: none"> - User can manage mobile devices such as monitor activity, enable devices for update, activate or deactivate devices <p>Users</p> <ul style="list-style-type: none"> - Manage user and group information (add, modify and delete), user and group permissions (add, modify, and assign), reset user password. 		
14		Database connectivity to mobile unit	Command Centre		
15		Analytical Reports and system status	Command Centre		
16		Dynamic Reports	Command Centre offers a dynamic report tool on each data grid in the system (e.g. ticketing, payment, parking rights, users, ageing, devices, etc.) which can filter, sort, group and summarize the information displayed on each section.		
17		Ticket Data export	All dynamic reports can be exported to PDF, Excel format, TXT and CSV.		
18		Scofflaw import	Command Centre		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
			can import a scofflaw text file (predefined layout) into the Scofflaw table.		
19		Ticket view	All information related with the ticket will be displayed in the following sections in the Ticket View option: Ticket infraction, Ticket history, Ticket Defendant History, Plate Ticket History, Ticket Transaction History, Ticket Court History, Ticket Pictures, Ticket Drawings, Ticket Notes, Ticket Copy Documents and Notices.		
20		Broken meter	Command Centre manages broken meter information.		
21		Live location map	Command Centre displays a live map of the City of Vancouver to identify the location where a ticket was issued. Another map to display officer activity location.		
22		Manual Ticket entry	Command Centre allows entering manual tickets and process as tickets issued with the mobile application.		
	<i>Aging process</i>				
23		Ticket Payment Data and History	Command Centre provides both Ticket payment and		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
			historical data for any ticket.		
24		Scan Ticket Barcode to Retrieve ticket			
25		MTO Retrieval of title and address	Command Centre requests Driver owner information on behalf of The City based on the ageing triggers requested by The City and then populate their records accordingly when the information is available.		
26		Ticket Aging and notices letters	Command Centre is set up with the ageing triggers needed to cover the different ticket ageing stages which will be specified by the City (e.g. Issued, Notice of Impending Conviction, Hearing, Paid, Void, etc.). Command Centre will age each ticket when it reaches the defined ageing triggers updating their status. Late notices will be generated in pdf format when ticket reaches the appropriate trigger/status for notices.		
27		Court Scheduling & Disposition	Command centre manages court scheduling and dispositions when tickets have reached the ageing status to		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
			perform this action.		
28		Evidence for Online Parker Infraction			
	<i>Ticket</i>				
29		Layout proof for production	Gtechna provides the electronic ticket layout to be used in Command Centre.		
30		Ticket field and label print configuration	Gtechna provides the print file (dynamic information to be printed with the mobile printer).		
31					
	<i>Interfaces</i>				
32		Integration with parking rights vendor PBP	PBP is able to transfer valid parking rights records to Command Centre which validates the entered vehicle plate (in the mobile application) before a ticket is issued.		
33		Integration with parking rights vendor IPS MSM	IPS is able to transfer valid parking rights records to Command Centre which validates the entered vehicle plate (in the mobile application) before a ticket is issued.		
34		Interface with Genetec LPR system for ticket issuance	Auto-Vu application will trigger our interface to transfer LPR information (i.e. vehicle plate, pictures, date and time) to populate		

#	Module	Deliverable	Acceptance Criteria	User feedback	Comments
			Officer Mobile application and let the officer to complete the ticket issuance process.		
35		Ticket Data Migration from previous system	Gtechna migrated ticket information from previous system. The City has provided data dictionary to map the tables in Officer Command Centre.		
36		Interface Module to 3rd Party Payment System	Command Centre provides the API to accept live payments (web service) from a 3 rd party payment system.		
37		Batch file transfers between the existing online payment system	Command Centre provides the layout file to accept batch payments from an online payment system.		

Appendix B – System, Software & Hardware Support

Appendix C – Quotation (per Change Order Request)

Appendix D-1 – City of Vancouver - Contemplated Change Notice

PROJECT:		PROJECT NO.:	
PURCHASE ORDER NO.:		FILE NO.:	
CCN NO.:		ISSUE DATE:	
CoV CONTACT:		CONTRACTOR:	

CONTEMPLATED CHANGE NOTICE: The following items are Contemplated Changes to the Contract for this project. Work is not to proceed unless authorized by a Change Directive or Change Order signed by the City. All materials and workmanship are to be in accordance with the Specifications unless otherwise stated. Submit an itemized quotation for changes to the Contract Price and Contract Time within ____ days of the date above.

TITLE:			
REASON:			
DESCRIPTION: <i>(provide short description of additional work to be completed; reference and attach documents, specifications and/or drawings describing the contemplated change including dates)</i>			
Project Manager's Approval*:		Date:	

* Authorized by the Project Manager. If impact is materially significant ensure that an Internal Change Consent is authorized and on file prior to issuance. Impact is materially significant if it is estimated to be greater than 15% of project budget for projects under \$500K, greater than 10% of project budget for projects under \$2M, or greater than \$200K in absolute value.

Appendix D-2 – City of Vancouver - Change Control Form

PROJECT:		PROJECT NO.:	
PURCHASE ORDER NO.:		FILE NO.:	
ISSUE DATE:		CO NO.:	

The customer CONTACT:		CONTRACTOR:	
----------------------------------	--	--------------------	--

TITLE:
REASON:
REFERENCE: <i>(list and attach preceding Contemplated Change Notice, Change Directive, Site Instruction or quotation)</i>
DESCRIPTION: <i>(provide short description of additional work to be completed; reference and attach documents, specifications and/or drawings describing the contemplated change including dates)</i>

SUPPLY AGREEMENT

Subject to the Terms and Conditions of the Contract, the Contractor hereby offers to perform the changes to the Work described above with the following net adjustments to the Contract Price and Contract Time:

NET ADJUSTMENT TO CONTRACT PRICE:

Previous (including Change Orders authorized to date):	Contract Price		\$0.00 (including PST)	
Contract Price is hereby:				Note: Prices quoted do not include GST.
	(a) increased* by	\$0.00 (including PST)		
	(b) decreased by	\$0.00 (including PST)		
Revised Contract Price:				If total change is greater than 10% of previous Contract Price, the Contractor must notify their bonding company.
			\$ 0.00 (including PST)	

*Note: price increase amount to include all overhead on any additional contract time.

NET ADJUSTMENT TO CONTRACT TIME:

Previous (including Change Orders authorized to date):	completion date		
Contract Time is hereby:			
	(a) increased* by		working days
	(b) decreased by		working days
Revised completion date:			

*Note: price increase amount to include all overhead on any additional contract time.

Approval of and commencement of work under this Change Order is subject to the Owner's authorization.

SUPPLY AGREEMENT

	NAME	SIGNATURE	DATE
Consultant recommendation:	_____	_____	_____
Contractor acceptance:	_____	_____	_____
Initialed by Project Manager:	_____	_____	_____
Initialed by Manager:	_____	_____	_____
Initialed by Hazardous Materials:	_____	_____	_____
Owner authorization*:	_____	_____	_____

To be signed by General Manager or approved delegate. If impact is materially significant ensure that an Internal Change Consent is authorized and on file prior to issuance.

Distribution:	<input type="checkbox"/> File	<input type="checkbox"/> SCM	<input type="checkbox"/> Finance
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Consultant	

Confirmation of Funding Availability: (to be completed if new funding is required for execution of this Change Order)

<input type="checkbox"/> Operating	<input type="checkbox"/> Capital	Source:	
If request is for more than \$50K of new Capital funding, it must be approved by Council through the quarterly budget adjustment process prior to proceeding. All new funding requests must be submitted through a shopping cart.			
<input type="checkbox"/> Quarterly Budget adjustment has been requested (if applicable)		Council Review Date: _____	
Confirmed by:	NAME	SIGNATURE	DATE
Dept. Finance	_____	_____	_____
Corp. Finance	_____	_____	_____

Review and Approval from Supply Chain: (to be completed if change is materially significant* to original contract price)

DEPARTMENT	NAME	SIGNATURE	DATE

Supply Chain

*Impact is materially significant if it is estimated to be greater than 15% of project budget for projects under \$500K, greater than 10% of project budget for projects under \$2M, or greater than \$200K in absolute value.

00592488.DOCX-revised January 2016

Appendix E – Issues Form



ISSUE FORM

Project: Parking Application Renewal System

Issue Number:	
Name:	
Date:	

Issue Details

Description:	
---------------------	--

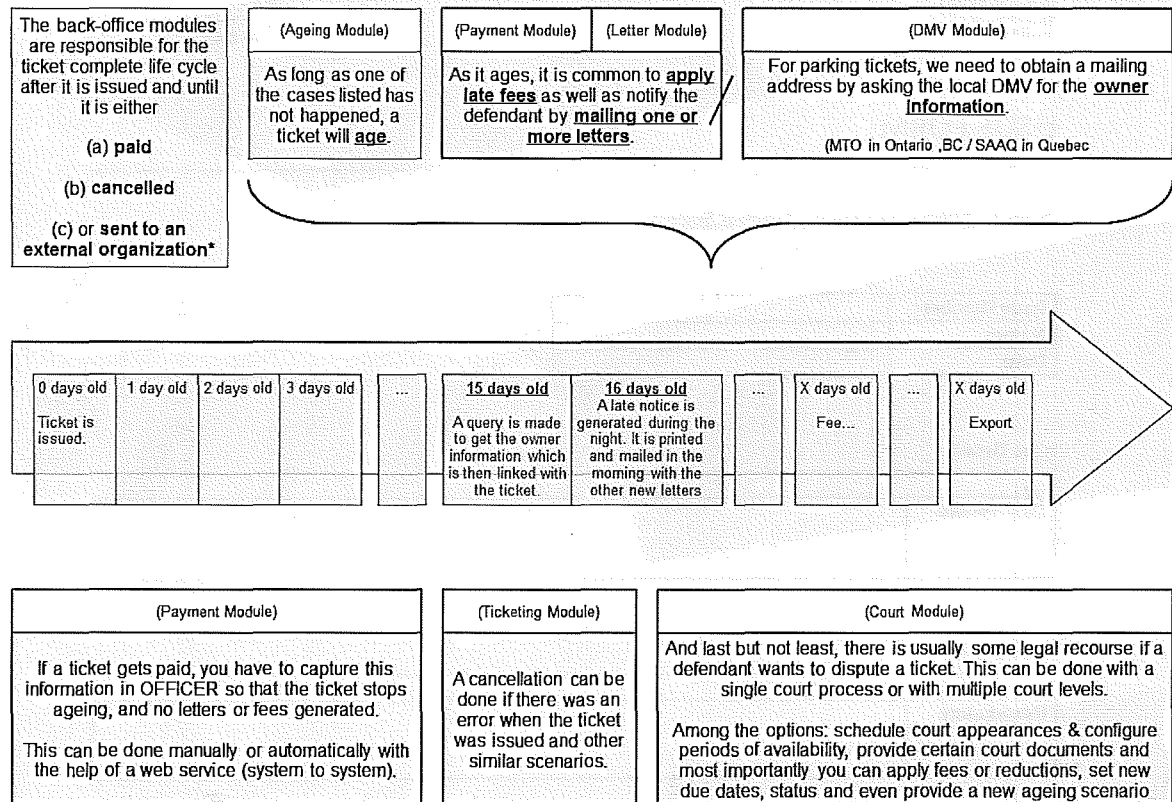
Issue Impact

Description:	
---------------------	--

Issue Resolution

Assigned To:	
Priority:	
Estimated Date of Resolution:	
Acceptance:	

Appendix F – Ticket Life cycle



OFFICER Back-Office

Appendix G – 60-Day Reliability Test Acceptance Form

Customer:	City of Vancouver
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Project: Parking Enforcement Platform Solution

Project product to be accepted: ☐ Project deliverable ☐ Project

Description

The project product (project deliverable or project) described above has been reviewed against the **Appendix A - User Acceptance form - Deliverables**. Based on these criteria, the project product is accepted as follows:

The project product is accepted ☐ as complete ☐ Subject to the attached conditions

Project Manager Approval:

Project Manager

Date

Conditions of Acceptance/Criteria for Success

No major defects or bugs (Severity Level 1 & 2, as defined in the SLA) within the Solution have been reported by City staff.
--

Support response is consistent with SLA parameters.

All functions implemented within the project scope of work continue to be functional.

SCHEDULE M - OPTIONS & PRICING

This Schedule M contains descriptions of requirements for various options or optional modules and related pricing for same:

1. Meter Management - MMS
2. Dispatch
3. Tow Locator/Towing Process - Android Officer
4. Stealth Alert
5. Cloud

1. Meter Management - MMS

a. Description of requirements:

Category	Capability	Associated Functionality within solution
5.1	Meter Management	Solution offers a module or functionality for the asset and attribute tracking and work management of parking meters.
5.2	Creation and management of Asset Repairs	The Solution will be able to create, edit and close a Repair Request on a meter asset. The following are attributes required to manage this activity <ul style="list-style-type: none"> - Business rules on categories (out of order type) of repair requests that can be created - Date / time stamping and historical logging of interactions with Meters as part of the repair creation and completion activity - Reporting on open / closed repair requests - Business rules on user ID's that can edit (update repair status) or close repair requests
5.3	User authentication	The access rights for a user to create a meter repair request will be limited by user category/security roles. For example - a 311 operator should have a limited list of repair options available for entry. A coin collector will have an expanded list for entry. A meter repair technician will have an exhaustive list of repair types for entry and resolution.
5.4	Routing	The Solution will display (in both a list and a map), the locations of the Meter repair requests - based on GIS location of meters. A value add would be the ability to display the optimal route for the repair technician

5.5	Meter master data management (MDM)	<p>The Solution will be able to enable Meter based Master Data Management (attributes attached to the MeterID), including items as a minimum:</p> <ul style="list-style-type: none"> - MeterID - Rate (some meters have more than one rate applied based on time & day) - Meter type - Space vehicle type - Paybycell # - Time limits - Rush <p>These attributes may be changed dynamically.</p>
5.6	GPS integration	<p>The Solution will identify if any outstanding meter repair requests are in close approximation to the employee after they close / complete a repair request (show nearest /next outstanding repair meter).</p>
5.7	Source of Meter Repair Request	<p>The Solution will allow repair requests to be created from a variety of sources:</p> <ul style="list-style-type: none"> - PEO hand-held/mobile - 311 Lagan (CRM) - Web page / VanConnect - Integrated connected meter notification (via email/api)
5.8	Asset Repair Reporting ¹	<p>The Solution will allow the reporting and scheduling of reports based on the following attributes:</p> <ul style="list-style-type: none"> - Employee (system ID) - Service request (type and conclusion) - Activity - Location(s) - Date / time(s) - Current Status

¹ Asset Repair Reporting requirement is already met by the Solution, without the City choosing Gtechna's MMS option; therefore, there is no additional cost for meeting requirement 5.8 within the MMS option.

b. Pricing for Meter Management - MMS:

- i. \$30,000 one-time cost upon implementation
- ii. Beginning in Year 2 of MMS option: Annual maintenance cost is 20% of \$30,000

2. Dispatch

a. Description of requirements:

Category	Capability	Associated Functionality within solution
7.1	Service Requests - allocation and management of activity	<p>The Solution will enable the creation (either manually or via electronic integration) of service requests to be allocated to PEO. The following are the attributes of the service request creation and allocation:</p> <ul style="list-style-type: none"> - Outline of the request includes location(s) and time (s) if recurring to review - Type of request - Plate / vehicle details (if available) - Priority of request - Allocated PEO can accept / decline the request
7.2	Mapping showing PEO's and Service Requests locations (and alerts)	<p>The Solution will enable the display of the active PEOs and service requests in a mapping format. The following are the attributes of the service request presentation:</p> <ul style="list-style-type: none"> - Indicate a different icon for PEO and Service requests - allocated and unallocated on display - Indicate time limits alerts of inactivity for PEO's - Indicate time limits alerts of allocated service requests past a determined amount of time - Display PEO boundaries (Map area layers to outline area's) - PEO current activity status (Working, travelling, break , other)
7.3	Editing, closing and updating service requests	<p>The Solution will enable the PEO to update the service requests with text and images based on what they saw when arrived at the location. The following are the attributes of the service request:</p> <ul style="list-style-type: none"> - Vehicle details at location - Photos (if taken) - Next check date / time (if recurring) - Close service request (system open next checking date / time if recurring) - Ticket ID if ticket is initiated from SR screen by PEO officer

7.4	Assign service requests (Job) for future date and time Assign recurring job activity (e.g. priority requests or change existing service request allocation)	The Solution will allow the dispatch team to allocate service requests for the future and review these future allocations. With the future allocation, the ability to allocate to a different PEO is available at any time. The dispatcher can also retract a service request from a PEO and reallocate. For example: A citizen calls to complain about a vehicle parked overlapping their driveway on a recurring basis - OR - a City department is interested in conducting a survey of the number of empty spaces on a block at a specific time on specific days.
7.6	Map display	An administrator will have the ability to define and associate employees' information (by type, group, work type) - they also should have the ability to define the symbology & colour for the map display.
7.7	Map display	The Solution's administrative interface map will have the capability to display a minimum of 10,000 meter locations with the ability to filter by various groups/classes. For example: show parking zone restrictions as well as meter location information.
7.8	Geofence creation	Geofences (areas of concern, work areas) can be defined by an administrator in a variety of methods (for example: creation from GIS file, manually created) - for example: Geofence around fireworks parking restriction locations (during special events).

b. Pricing for Dispatch (inclusive of 311 operation functions, reporting and analytics, complaint tracking):

- i. \$40,000 in one-time costs upon implementation
- ii. Beginning in Year 2 of Dispatch option: Annual maintenance cost is 20% of \$40,000

3. Tow Locator Web Portal

a. Description: Customer locator - online service vehicle location for tow events.

Details:

- i. Towing User Role: PEO issues parking ticket and has the ability to request a tow.

- ii. PEO Workflow:

1. Creation of a "Tow Request" with a Ticket: on the "Parking Ticket" screen under the "Towing Request" section, the PEO can leave the checkbox check/uncheck (uncheck by default)

2. Creation of a "Tow Request" without a Ticket: on the "Main" screen, the "Tow Request" module helps the PEO generate a "Tow Request"
3. Cancelling a "Tow Request": on the "Main" screen, the "Tow Request List" module shows the PEO all created tow requests, and PEO is able to cancel a tow request before it is marked as completed.

- b. Price for Tow Locator Web Portal:
 - i. \$17,500 one-time cost upon implementation
 - ii. Beginning in Year 2 of Tow Locator Web Portal option: Annual maintenance cost is 20% of \$17,500

4. Wanted Plate/Stealth Alert

- a. Description: Vehicle of interest software module, including services and interfaces:
 - i. Stealth Alert Server Software Module
 1. Tickets (android)
 2. Timing adds (android)
 3. Plate checks (android)
 4. pay by phone
 5. pay by plate meters
 - ii. 1x Interfaces (Scheduled IMPORT)
 1. Import files form local Police Department database
 2. Wanted Plates (Stolen, watch list, Amber)
 - iii. Professional Services
 1. Field Engineering & Implementation services (set up & configuration)
- b. Price for Wanted Plate/Stealth Alert:
 - i. \$40,000 one-time cost upon implementation
 - ii. Beginning in Year 2 of Wanted Plate/Stealth Alert option: Annual maintenance cost is 20% of \$40,000

5. Cloud

- a. Description of requirements:

Requirement ID	Requirement Title	Associated Functionality within Solution
7.1	Cloud Based or On Premise	The Supplier can offer a Canadian cloud based or an on premise Solution.
7.3	Hosted in Canada	If cloud based Solution, all data centres will be hosted in Canada. The Supplier will provide the City with details on the system architecture of the cloud Solution.

7.4	Canada Security and Privacy Policy Compliance	The Supplier will comply with all Canadian security and privacy policies: i. BC's Personal Information Protection Act, SBC 2003 c. 36 ii. Federal Personal Information Protection and Electronic Documents Act, SC 2000 c 5 iii. Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 (FIPPA)
7.5	Solution Availability	Any services or functions hosted by the Supplier will be hosted from facilities that meet the Uptime Institute Tier 1 rating. Note: Tier 2 or higher is preferred.
7.6	Solution Availability	The Supplier will provide detailed availability data for the Solution (note: for the entire service, not individual servers): - Mean Time To Failure (MTTF): How long it takes before service delivery is interrupted - Mean Time To Recover (MTTR): How long it takes to recover from a complete service outage back to normal operations - Average Transaction processing speed (in seconds) - Average number of transactions supported (per hour) - Web page delivery times (in seconds) - Average query response times (in seconds)
7.7	Support Availability	Support will be available 17.5 hours per day, 365 days per year (For Example: Help Desk, Onsite Support, Maintenance) [Pacific Time: 4:30am to 9:30pm]
7.8	Web Services Security	All web services associated with the Solution will incorporate security, such as: - Web Services Security (WS-Security or WSS) - Username Token Profile v1.0 and X.509 Token Profile v1.0 - Hypertext Transfer Protocol Secure (HTTPS), also known as HTTP over TLS (Transport Layer Security) (IETF RFC 2818)
7.9	Solution Test Environment	The Solution provides a test environment for implementation and on-going support.
7.10	Solution Development Environment	The Supplier has a process for transferring of customization and configuration from the development instance to production.

- b. Pricing for Cloud Option: If during the Term of the Agreement, the City chooses to implement a Cloud Solution, the fees to Gtechna will be increased by \$950 per month. This additional cost shall be in effect as agreed upon by the City and Gtechna in accordance with an executed Change Order. Details of the \$950/month additional costs are as follows:

- (i) Hosting Functions (\$750/month), includes:
- Daily backups to off-site location
 - 7 days/week, 24 hours/day systems and network monitoring

- Software updates for operating system and database
- VMware High Availability
- Redundant switch and Firewalls
- Redundant High Speed Gb Internet access
- Monthly vulnerability Scan
- Colocation dedicated and secured space at Cologix datacenter

<http://www.cologix.com/data-centers/montreal/mtl2/>

- 7 days/week, 24 hours/day Security surveillance
- Redundant electric circuit with UPS and backup generators
- Exceeds Tier 1 specification

(ii) Optional App server test/training platform (\$200/month) includes:

- Officer Command Center Test staging and Training Server Software: 5 mobile eticket training/user acceptance licenses creates non production tickets
- Duplicate of main server with limited interfaces

Hardware Specifications for Production:

- 1) Two Apps Server, each with:
 - a. CPU (cores): 4
 - b. RAM (MB): 4096
 - c. Primary Disk (GB): 8
 - d. Swap Disk (GB): 2
 - e. IP Addresses: 1
 - f. OS Template: CentOS 7 64bit (ISP manager)
 - g. Traffic (TB): unmetered
- 2) Two DB Server, each with:
 - a. CPU (cores): 4
 - b. RAM (MB): 4096
 - c. Primary Disk (GB): 100
 - d. Swap Disk (GB): 2
 - e. IP Addresses: 1
 - f. Additional Internal IPs: 0
 - g. OS Template: CentOS 7 PostgreSQL 64bit
 - h. Traffic (TB): 4 (2 In / 2 Out)

Two LoadBalancer in HA - Included

SCHEDULE N - MASTER THREE-PARTY DEPOSITOR ESCROW SERVICE AGREEMENT
(14 pages)



Effective Date	06/15/2016
Master Deposit Account Number	48618
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Master Three-Party Depositor Escrow Service Agreement

1. Introduction

This Master Three-Party Depositor Escrow Service Agreement (the "**Agreement**") is entered into by and between ACCEO Solutions Inc. ("**Depositor**"), and by any additional party enrolling as a "**Beneficiary**" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "**Party**" or collectively as the "**Parties**" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached to this Agreement ("**Services**"). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("**License Agreement**") conveying intellectual property rights to the Beneficiary. In the event bankruptcy proceedings are commenced in Canada by a Party to this Agreement, the Parties to this Agreement will comply with the Bankruptcy and Insolvency Act of Canada ("**Act**") and the remedies provided therein, and unless otherwise ordered by the court, Depositor shall not interfere with the rights of the Beneficiary to elect to continue this Agreement as supplementary to the License Agreement.

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor's responsibility to: (i) make an initial deposit of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary's responsibility to monitor whether a deposit or deposit update has been accepted by Iron Mountain.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Unless Depositor or Beneficiary submits a Work Request for "**Deposit Tracking Notification**" as described in Exhibit A, Iron Mountain shall not have any obligation to prompt the Depositor to make a deposit, nor shall it have an obligation to notify the Beneficiary of the Depositor's failure to make a deposit or deposit update. Notwithstanding the forgoing, either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the Iron Mountain Website.
- (d) Iron Mountain will follow the provisions of Exhibit C attached to this Agreement in administering the release of Deposit Material.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (g) Should transport of Deposit Material be necessary for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Deposit Material Verification

- (a) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to Iron Mountain's performance of any level(s) of such Services. Upon request by Iron Mountain and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to Iron Mountain's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for Iron Mountain to perform verification of the Deposit Material.
- (c) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain, Depositor and the Beneficiary will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; Depositor responsibilities; Beneficiary responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for Depositor, Beneficiary and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of the Parties, in accordance with the change control procedures set forth in the SOW. The Depositor shall always be a necessary Party to any SOW governing the Services.

6. Payment

The Party responsible for payment designated in the Paying Party Billing Contact Table ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in Canadian currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides ninety (90) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that the Deposit Material infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order or subpoena. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

11. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 8, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

12. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General

- (a) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

- (b) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the requesting Party. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (c) Choice of Law. The validity, interpretation, and performance of this Agreement shall be construed under the laws of the Province of Ontario, Canada, without giving effect to the principles of conflicts of laws.
- (d) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**") who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing Iron Mountain with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person, officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. Iron Mountain shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and Beneficiary, including, but not limited to, disputes concerning a release of the Deposit Material shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration. Three arbitrators shall be selected. The Depositor and Beneficiary shall each select one arbitrator and the two chosen

arbitrators shall select the third arbitrator, or failing agreement on the selection of the third arbitrator, the third arbitrator shall be appointed pursuant to the Arbitration Act (Ontario) or similar legislation. If Iron Mountain is a party to the arbitration, Iron Mountain shall select the third arbitrator. The decision of such arbitrators appointed pursuant to this Agreement or such Act will be final and binding on the Parties and no appeal will lie therefrom.

- (o) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Iron Mountain is responsible for and warrants, to the extent of its individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (p) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (q) Entire Agreement. The Parties agree that this Agreement, which includes all attached Exhibits and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.
- (r) Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (s) Survival. Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.

(balance of this page left intentionally blank – signature page follows)


IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	<i>Alain Léveillé</i>
Print Name	Alain Léveillé
Title	EVP, Payment Solutions
Date	June 14, 2016

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	<i>John Trotti</i>
Print Name	John Trotti
Title	Sr. Manager, Contracts
Date	June 16, 2016 12:43 PDT

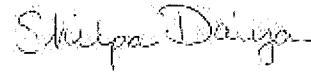
Provide the name and contact information of the Authorized Person under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.

Depositor Authorized Person/Notices Table (Required information)	
Print Name	Alain Léveillé
Title	EVP, Payment Solutions
Email Address	Alain.levaille@acceo.com
Street Address	6100-75 Queen Street
City	Montreal
Province/State	Quebec
Postal/Zip Code	H3C 2N6
Country	Canada
Phone Number	(514) 288-7161
Fax Number	N/A

<p>Approved as to IPM Operational Content: Iron Mountain Operations</p>  <p>Name: John Styslinger, Contracts Specialist Date: June 8, 2016</p>
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Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	ACCEO Solutions Inc.
Print Name	Alain Léveillé
Title	EVP, Payment Solutions
Email Address	Alain.levaille@acceo.com
Street Address	6100-75 Queen Street
City	Montreal
State/Province	Quebec
Postal/Zip Code	H3C 2N6
Country	Canada
Phone Number	(514) 288-7161
Fax Number	N/A
Purchase Order #	

<p>Approved as to Form and Legal Content: Iron Mountain Legal Department</p>  <p>Shilpa Daiya, Corporate Counsel & Contracts Specialist Date: June 7, 2016</p>
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IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to jpmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201 and in the case of any legal proceedings or notices a copy must also be sent to the registered office of Iron Mountain Canadian Headquarters at 195 Summerlea Road, Brampton, Ontario L6T 4P6. Telephone 1-877-459-8326.

Exhibit A

Escrow Services Fee Schedule – Work Request

Deposit Account Number	48618
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Service	Service Description – Master Three-Party Depositor Escrow Service Agreement	One-Time Fees	Annual Fees
All services are listed below. Check the requested service and submit a Work Request to Iron Mountain for services requested after agreement signature.			
<input checked="" type="checkbox"/> Setup Fee (Required at Setup)	One-time Setup Fee for Iron Mountain to setup a standard Master Three-Party Escrow Service Agreement.	CAD \$3,300	
<input checked="" type="checkbox"/> Deposit Account Fee (Required at Setup)	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		CAD \$1,400
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		CAD \$1,050
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		CAD \$1,400
<input type="checkbox"/> File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed Exhibit Q – Deposit Questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. Deposit must be provided on CD, DVD-R, or deposited electronically.	CAD \$3,500	N/A
<input type="checkbox"/> Level 1 Inventory and Analysis Test	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed Exhibit Q), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material.	CAD \$6,800 or based on SOW if custom work required	N/A
<input type="checkbox"/> Deposit Tracking	At least semi-annually, Iron Mountain will send a reminder to Depositor to update Deposit Material. Thereafter, Beneficiary will be notified of last deposit.	N/A	CAD \$445
<input type="checkbox"/> Dual Vaulting	Iron Mountain will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$980
<input type="checkbox"/> Remote Vaulting	Iron Mountain will store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$980
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	CAD \$810	N/A
Additional Verification Services (Fees based on Statement of Work)			
Level 2 Deposit Compile Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 3 Binary Comparison Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 4 Full Usability Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). Iron Mountain will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All Work Requests should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION
(THIS DOCUMENT MUST ACCOMPANY EACH SUBMISSION OF DEPOSIT MATERIAL)

Company Name	ACCEO Solutions Inc.	Deposit Account Number	48618
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> USB Drive	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape (4mm/8mm)		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> LTO Tape		<input type="checkbox"/> Circuit Board	
<input type="checkbox"/> Other (please describe below):			

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to certify and provide your contact information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Print Name		Name	
Date		Date	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 195 Summerlea Road
 Brampton, Ontario L6T 4P6
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Master Deposit Account Number	48618
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Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 13(g) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”); provided that the License Agreement between Depositor and Beneficiary is in full force and effect, and the Beneficiary is not in breach thereof:

- (i) Depositor’s material breach of the License Agreement which has not been cured by Depositor as provided in the License Agreement, and which will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate; or
- (ii) any action by Depositor under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets, or any documented failure of the Depositor to function as a going concern and to operate its business in the ordinary course for more than sixty (60) consecutive days; or
- (iii) Depositor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Beneficiary that it will continue to maintain the Deposit Material in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
- (iv) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Depositor and not stayed, enjoined, or discharged within sixty (60) days.

For the avoidance of doubt, Iron Mountain shall not exercise any discretion nor make any determination regarding the validity of a Release Condition nor the Beneficiary’s eligibility to submit a Work Request for the release of the Deposit Material. Iron Mountain shall rely solely on notice from the Beneficiary in a Work Request of the occurrence of a Release Condition.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice and copy of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date of Depositor’s receipt of Iron Mountain’s written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor’s Authorized Person shall have fifteen (15) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person. Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Persons that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) instructions from Depositor to release the Deposit Material to Beneficiary; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person or receives written instructions directly from Depositor’s Authorized Person to release a copy of the Deposit Material to the Beneficiary, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material solely to the requesting Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain hereunder. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached to this Agreement as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material. As solely between the Beneficiary and Depositor, Beneficiary acknowledges and agrees that access and use of the Deposit Material shall be provided to Beneficiary on a confidential and secret basis for the sole and exclusive use of Beneficiary, and not for sale, distribution, sublicense or disclosure to third parties, except to third party contractors retained by Beneficiary, provided that, such third party contractors agree in writing and in advance to be bound by confidentiality restrictions regarding the Deposit Material no less protective thereof than the provisions of the License Agreement and this Agreement. Beneficiary shall treat the Deposit Material with the same degree of secrecy it grants its own confidential information, but in no event less than reasonable care. Depositor shall retain ownership of the Deposit Material and all related copyrights and other intellectual and industrial property rights, including moral rights and any derivative works thereof. Depositor reserves all rights in and to the Deposit Material not expressly granted to the Beneficiary in the License Agreement or hereunder. Nothing in this Agreement shall be deemed to grant, by implication, estoppels or otherwise, to Beneficiary or any third party any other license or other right in or under any of Depositor's existing or future intellectual and industrial property rights.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Master Deposit Account Number	48618
Auxiliary Deposit Account Number	

[insert full legal name of Depositor] ("**Depositor**"), and Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") have entered into the above referenced Escrow Agreement ("**Agreement**"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("**Auxiliary Deposit Account**") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("**Deposit Account Name**").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

Depositor Authorized Person(s) Notices Table (Required information)

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate addresses set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

Print Name	
Title	
Email Address	
Street Address	
City	
Province/State	
Postal/Zip Code	
Country	
Phone Number	
Fax Number	

Billing Contact Information Table (Required information)

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

<input type="checkbox"/> Check if same as Authorized Person or provide below	
Company Name	
Print Name	
Title	
Email Address	
Street Address	
City	
Province/State	
Postal/Zip Code	
Country	
Phone Number	
Fax Number	

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR	
Signature	
Print Name	
Title	
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

Exhibit E Beneficiary Enrollment Form

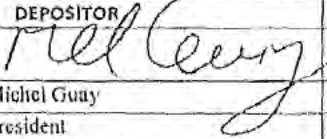
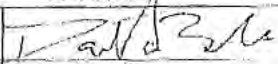
Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that Beneficiary Company Name: City Of Vancouver is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: _____ with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name	Michel Guay	Print Name	Dan Van Balkom
Title	Vice President	Title	Senior Manager, Municipal Applications Support
Email Address	michel.guay@acceo.com	Email Address	dan.vanbalkom@vancouver.ca
Street Address	7075 Place Robert-Joncas #M101	Street Address	#110-814 Richards Street
Province/City/State	Qc, Ville Saint-Laurent, Canada	Province/City/State	Vancouver, British Columbia
Postal/Zip Code	H4M222	Postal/Zip Code	V6B 3A7
Phone Number	866.483.2462	Phone Number	604 873 7751
Fax Number	514-387-6220	Fax Number	604 873 7875
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input checked="" type="checkbox"/> Check If same as Authorized Person		<input checked="" type="checkbox"/> Check If same as Authorized Person	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.	<i>16</i>	\$1050 CAD	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the Initial Deposit Account.	<i>16</i>	\$3,400 CAD	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	<i>N/A</i>	\$450 CAD	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$6800 or based on SOW if custom work required CAD	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built application's work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name	Michel Guay	Print Name	Dan Van Balkom
Title	President	Title	Senior Manager, Municipal Applications Support
Date	January 31, 2017	Date	January 31, 2017
Email Address	michel.guay@acceo.com	Email Address	dan.vanbalkom@vancouver.ca

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	John Trotti
Title	Sr. Manager, Contracts
Date	January 31, 2017
Email Address	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com
OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross,
Georgia, 30071, USA. Telephone: 800 875-5669. Facsimile: 770-239-9201

SCHEDULE O - ADDITIONAL APPENDICES 1-6

This Schedule O contains Appendices 1-6, as included in the RFP:

Appendix 1 - Parking Platform Glossary of Terms

Appendix 2 - Integration State Diagram

Appendix 3 - Parking Enforcement Platform Integration Details

Appendix 4 - Example of Parking Block View Display

Appendix 5 - City of Vancouver - Violation, April 2015

Appendix 6 - Sample Report - Current and Future within existing system

Appendix 1
Parking Platform Glossary of Terms

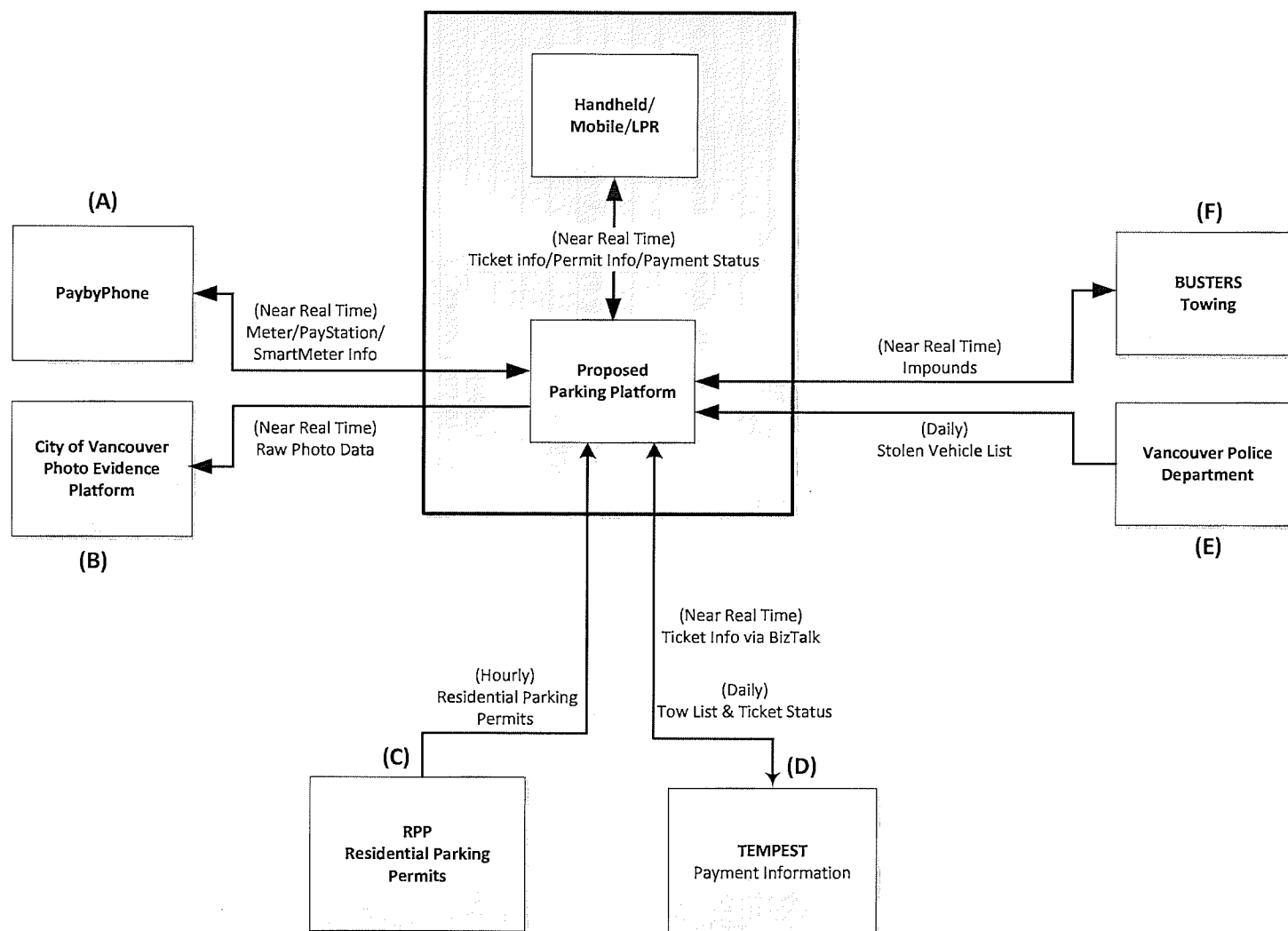
Term	Description
311	COV 311 Contact Call Centre (Currently provides Parking Enforcement requests for dispatchers)
Abusive	Flag (logical - 1) to indicate Abusive motorist/plate
AMANDA	Community Services Group Permit System containing Residential Parking Permits, temporary, car shares, etc
API	Application Program Interface
APN	A Private Network with CoV Parking Operations
AV	Abandoned Vehicle
Block	Hundred Block of a street, eg. 1400 Robson
BT	BizTalk, method of real time
BT	Bluetooth
Busters	CoV towing contractor
Bylaw	CoV bylaws as per Street Regulations eg. ByLaw 2849, Section 17.6(E), PARK ON A PORTION OF A STREET FOR A LONGER PERIOD OF TIME THAN INDICATED ON A TRAFFIC SIGN WHICH APPLIES
City	City of Vancouver
COTS	Commercial-Off-The-Shelf application
CPIC	Canadian Police Information Centre or Prime (records)
CRM	Customer Relationship Management
CSR	Customer Service Representative working @ 814 Richards and 311 Call Centre
DAAG	Dispatch At A Glance - Scheduling and Routing for PEOs
Dispatcher	Coordinates and relays Parking Enforcement requests to PEOs in the field
EasyPark	City Owned Lots for Off Street Parking
Enforcement Request	Known in Hansen as a Submittal Questionnaire
Escrow	Software safe keeping
Exempted	Vehicles exempted from certain by-laws. For example - 3 hours free at a meter.
FOIPPA	Freedom of Information and Protection of Privacy Act
GOA	Gone on Arrival
GPS	Global Positional Satellite
HH	Hand-held device with/without wireless communications
Hood	A low dollar value tool for temporarily restricting access to meters
Hosted	Hosted solution; App hosted on COV servers
Housing	Metal shell for meter mechanism
ICBC	Insurance Corporation of BC (eg. For Registered Owners and new vehicle purchases)
Impound Vehicle	This term refers to a case type in Hansen for Parking Enforcement
IPS	Connected-Meter (currently, 1500 IPS meters in COV)
IVR	Interactive Voice Recognition
Lane	Also known as an Alley
License Plate	Up to 7 or more alpha chars. It could be at minimum one alpha/numeric character if it is a personalized plate.
LMR	Loss Meter Revenue
LPR	License Plate Recognition, camera mounted vehicles scanning plates
LTE	LTE is a standard for wireless communication
Maximum Stay	The maximum amount of time a vehicle may park in a metered space or zone
MDM	Master Data Management
Meter #	Meter # refers to the 6 digit meter # consisting of the Street #, Block# and

	Meter# - digits each
MMMS	Meter Maintenance Management System (Meter Advisory)
MMT	Meter Maintenance Technician
MO	Multiple Offender; this is 3 or more outstanding parking tickets
MOOO	Meter Out of Order
MOR	Move on Request
MPP	Mobile Parking Payment
NIV	Not in Violation
PBP	Pay By Phone - at meters or pay station
PBP location #	5 digit used for IVR or Pay by Phone payment
PCI	Payment Card Industry Data Security Standard (PCI DSS)
PEID	Parking Enforcement ID - This is a legacy term that is referred to as Inspector in Hansen. (the smaller the number the higher the seniority)
PEO	Parking Enforcement Officer
Permit	Permit number (7 alpha) for residents, staff or visitors
POEB	Parking Operations and Enforcement Branch
PER	Priority Enforcement Request aka Nuisance
PLATE	License plate,
PM	Preventative Maintenance
PMB	Parking Management Branch
PMR	Parking Meter Revenue
POSSE	Replacement for Amanda (end of life)
Priority	Priority of tow. High, Medium, Low
PROGRESS	Database for Ticket Manager
PS	Pay Station - referring to parking payments, about 17 around Granville or Expo Blvd
RPO	Residential Parking Only
RPP	Residential Parking Permit
RO	Registered Owner - Referring to car owner for Parking Enforcement
Route	Areas or routes for enforcement
SARS	Stolen Auto Recovery System
SDK	Software Development Kit
Served	Served or Not served (ticket is mailed)
SMI	System Management Interrupt or latency issues
SR	Service Request
TAG	Notification for tow/abandoned vehicle
TEMPEST	Revenue Services System for Ticket Payment
TM	TicketManager Software - replace with Parking Platform
TSZ	Temporary Special Zone
UTM	Universal Transverse Mercator - Grid based method of specifying locations (e.g. Parking meters)
VanConnect	CoV application for citizens submissions, updates, news
Verrus	Former company name, 3rd Party Vendor for PBP
Violation Ticket	Also known as Parking Ticket or Citation
VOI	Vehicle of Interest
Void	Ticket is voided for valid reason and is recorded in Tempest & TicketManager
VIN	Vehicle Identification Number, 17 chars
VPD	Vancouver Police Department
VPN	Virtual Public Network
Warning ticket	PEO issues a warning ticket that is recorded only in TicketManager
WECC	West End Community Centre for permit application
WO	Work Order

Appendix 2

Integration State Diagram

Interfaces to/from Parking Platform



Appendix 3
Parking Enforcement Platform Integration Details

Process	From System	To System	Data	Frequency	Direction	Type
Ticket Issuance	Device	Parking Platform	Ticket#,OffenceDate,Plate,Prov,make,model,freeform,meter#,Officer#,offencecode,bylaw#,section#,respondbydate,notissued,comment,vin,notserved,status. (Note: Currently raw photos batched)	Near Real time	Bi	API
Ticket Issuance	Parking Platform	Device	Permits, outstanding tickets, Courtesy Cancellations, Vehicle Makes, Bylaw Violation codes, Streets, Comments, Signage type, Signage days & times in effect	As required	One way	API
Ticket Issuance	Parking Platform	Tempest	Ticket#,OffenceDate,Plate,Prov,make,model,freeform,meter#,Officer#,offencecode,bylaw#,section#,respondbydate,notissued,comment,vin,notserved,status	Near Real time	Bi	API
Tow List & Ticket Status	Tempest	Parking Platform	Outstanding #, Cancelled #	Daily	One way	API
Payment Status	Tempest	Parking Platform	Multiple Offender info, # tickets	Near Real time	Bi	API
Online Photos Evidence	Parking Platform	Photo Evidence Platform	Raw Photo, Ticket#,plate,violation date	Near Real time	One way	API
Meter Payment Verification	Device	Parking Platform	Meter/PayStation/SmartMeter,plate,date/time	Near Real time	Bi	API
Meter Payment Verification	Parking Platform	PayByPhone	Meter/PayStation/SmartMeter,plate,date/time, vehicle type	Near Real time	Bi	API
Meter Payment Verification	PayByPhone	Parking Platform/Device	Payment Status (paid/not paid)	Near Real time	Bi	
Towing	Device	Parking Platform	Plate,Province,make, color, location,Ticket#,date,time, priority,PEO,abusive,Confirmation	Near Real time	Bi	API
Towing	Parking Platform	Busters	Plate,Province,make, color, location,Ticket#,date,time, priority,PEO,abusive, Confirmation	Near Real time	Bi	API
Residential Parking Permits	Amanda/Posse	Parking Platform	Province/State,Plate,Permit#,Zone, Make,Type, Sub-Types/Rules,Grace Period, Comments (Note: Future may include account-based parking rules (ABPR))	Hourly	One way	API
Stolen Vehicle Check	VPD CPIC	Parking Platform	Plate	Daily	One way	API
Dispatch (Note: this is a currently a manual process)	Hansen	Parking Platform	Request Type (Enforcement, AV, Priority); Call Details (Customer name, contact info, comments, location); Request Details (Bylaw #, Section #, Plate(s), Vehicle color, Make, Dispatcher ID (PEO #), Route, Priority, Status (impound, ticket, GOA, NIV, MOR, etc.), requested date/time, attended date/time, 311 Case #)	Near Real time	Bi	API

Appendix 4 - Example of Parking Block View Display

Suggested example of block based parking display

Paid	Meter #	Plate	Type
	AA 0255		
	AA 0257		
	AA 0259	GHI 565	Car
	AA 0261		
	AA 0263		
	AA 0265	RTR 678	Electric
	AA 0267	VBN 654	Motorcycle
	AA 0269		
	AA 0271		
	AA 0273		

[Close](#) [Refresh](#) [Next Set](#)

Appendix 5 - City of Vancouver - Violation, April 2015

The Federal Reserve Bank of Seattle
Federal Reserve Bank of Seattle

City of Vancouver By-law Notice

Issue Date: Time 7:00 PM
 Notice Location: 9000
 Notice Period: 10/10/10
 Notice Method: Other

Notice Title: Notice of the City of Vancouver
 Notice Description: Notice of the City of Vancouver
 Notice Amount: 10/10/10

Notice Date: 10/10/10
 Notice Time: 7:00 PM
 Notice Location: 9000
 Notice Period: 10/10/10
 Notice Method: Other

Notice Title: Notice of the City of Vancouver
 Notice Description: Notice of the City of Vancouver
 Notice Amount: 10/10/10


Notice Date: 10/10/10
 Notice Time: 7:00 PM
 Notice Location: 9000
 Notice Period: 10/10/10
 Notice Method: Other

2,340 Rolls Thermal Parking Violation
(855,680 tickets) (QL320/RW420)

- Size: 3" x 92' 7 1/4" (3" x 7 3/4" ticket)
Stock: 3.2 pt. Synthetic Thermal stock
- Perforated
- Rolls of 92' 7 1/4" (152 tickets) Thermal side out
- Direction: BACK HEAD-FIRST

Non-Thermal Die
Heat Direction of Flow

0361-001

 **CITY OF VANCOUVER** **By-law Notice**

You have the option to either pay the discounted parking fee **before** the date of the notice, or **after** the date of the notice from the issue date of this notice. If you do not pay the fee, this notice will expire on the date of the notice. Your non-discounted parking fee will be added to the amount of the discount. A late charge will be added if the penalty amount is not paid.

PHOTO EVIDENCE may be available ONLINE 24 hours after the ticket is issued. Visit Vancouver/parking

HOW TO PAY:

BY CREDIT CARD: Visa, MasterCard, Amex;
ONLINE: vancouver.ca/parking
OR PHONE: 2-1-1 within Vancouver; Toll 800-6-388-2008 outside Vancouver

BY CREDIT CARD: Call Toll 800-638-2008, ext. 4000, or 604-681-4000, at 10th Avenue and Cambie Street.

Failure to pay the amount due within the City of Vancouver, or before the date indicated on the front of the notice, will result in a non-payment fee being added for all subsequent parking tickets. A discretionary payment will not be considered as an accept of payment for the amounts due within the dates indicated on this notice.

Penalty notes By-law Notices are not payable at financial institutions.

QUESTIONS RELATED TO YOUR BY-LAW NOTICE:

Ticketed parking staff are available to assist you with your parking ticket related questions: 9:00 am - 4:00 pm, Monday to Friday, excluding the following holidays:

Phone: 604-257-8732 or visit vancouver.ca/parking

HOW TO DISPUTE:

If a ticketed dispute is received, it must be completed online at vancouver.ca/parking on or before the indicated dispute date shown on the front of the By-law Notice. If a dispute is received after the dispute date, it will be accepted.

Require assistance? Phone: 604-257-8732 or 3-1-1.

The signifier will only determine if the by-law notice is a violation or not. It does not determine if the driver is not consider extenuating circumstances nor can they be removed from the notice.

If a By-law Notice dispute is accepted, the dispute can only be withdrawn by paying the penalty amount. Payments received after the dispute date shown on this notice are eligible for the early payment discount.

Penalty is waived if the non-discounted penalty plus a \$25 administration fee will be payable.

0361-001

- Front:** - Red #185
- Green #354
- Black
- Blue #277
- Back:** - Reflex blue
- Red #185
- Yellow #100
- Black Bar & Black Numbering

No'd 11461-001 - 13800-150
(00001=upl & 001= ticket #)

Appendix 6

Sample Report Current and Future within existing system

Report Category Enforcement/ Operational/ Data Integration/ Metric/Management	Primary Users (based on volume)	Report Name	Report Description	Level of Importance (L/M/H)	Frequency <i>Daily, Weekly, Monthly, As needed</i>
Enforcement	PE - IT	Missing Photos	List all missing photos that are not uploaded to TM	H	daily
Enforcement	PE	Ticket Summary	One page ticket summary - sample Ticket Master Maintenance	H	daily
Management	PE	Supervisor Dashboard	Gives supervisors the ability to see the activity of PEOs	H	daily
Management	PE	Super Activity Totals	Gives supervisors the ability to see the activity of PEOs	H	daily
Management	PE	Officer Shift summary	Reports on # of ticket issued	H	daily
Enforcement	PE	Officer Access History	PEO accesses TM by date	H	daily
Enforcement	PE	TM Access Report	Users access by date	H	daily
Enforcement	PE - IT	Ticket Reprint	Report on reprinted tickets	H	once a month
Enforcement	PEO	VOI List	Vehicle of interest list	L	daily
Enforcement	PE management	Individual Officer Device Activity	Detailed device log	L	on request by management
Enforcement	Parking Ops	Ticket Summary based on route	Ticket reports by route	L	twice per day
Enforcement	PE management	Ticket Void/ Warning/ Review by day, officer, shift, team, route	Various reports of Ticket Void/ Warning/ Review by day, officer, shift, team, route	L	daily
Enforcement	PE management	Multiple offender	Alert PEO of multiple tickets on vehicle	L	daily
Enforcement	PE management	Ticket by Province	Tickets by province report	L	daily
Enforcement	PE management	Tickets not served	Not served tickets report	L	daily
Enforcement	PE management	Ticket with a tow status	Tow status report	L	daily

Appendix 6

Sample Report Current and Future within existing system

Enforcement	PMB & PO&E	Location Check	Location check report	H	daily
Enforcement	PE management	Ticket totals - by day, week, month, year	Ticket totals - by day, week, month, year	L	daily
Enforcement (NEW)		view the breadcrumb of PEO gps location performance	GPS review Select PEO (s), date / time ranges; System presents information on mapping platform showing different indexes based on activity (travelling / tickets / service request etc)	H	daily
Enforcement (NEW)	PMB & PO&E	Car Shares	List of all car shares from different vendors?	M	Ad Hoc
Abandoned Vehicle (NEW)	Parking Ops	Red Tags for Towing	View the list of vehicles with red tags for towing	H	daily
Abandoned Vehicles towed	PE management	Towing Reconciliation	Reconcile the vehicles towed by towing contractor	H	daily
NPTB	PE management	Ticket histories	Ticket histories for blocks and lanes with POE comments	H	Monthly
Operations	PE management	Daily Work	records of all repaired meters by date	H	daily
Operations	PO	Meter Failure	records of all malfunction meters	H	monthly
Operations	PO	Meter Maintenance Routing	work order	H	twice a day
Operations		Abandoned Vehicle Checklist	Report of daily list of AV with their locations	L	Hourly to monthly
Operations		Abandoned Vehicles Summary	Report of metrics of AV program to management	L	Ad Hoc
Enforcement	PE management	Parking Priority Enforcement summary	Report displays core Service Request info by Priority type.	L	daily
Enforcement	PE management	Parking Request Summary Report	Report incorporates various parking requests like general, priority, residential, meter and traffic calming.	L	Hourly to daily
Enforcement	PE management	PE Request Totals by Hour	Provides metrics on parking enforcement received by their statuses divided by hour of day	L	daily

Appendix 6

Sample Report Current and Future within existing system

Enforcement	PE management	PE Request Totals by Month	Provides metrics on parking enforcement received by their statuses in each month	L	Monthly
Enforcement	PE management	PE Request Totals by Route	Provides metrics on parking enforcement received by their route in each month	L	Weekly to Monthly
Enforcement	PE management	PE Request Totals by Violation	Provides metrics on parking enforcement received, with status, by violation in a specified date range.	L	Monthly
Enforcement	PE management	PE Route Summary	Provides metrics on parking enforcement received to management.	L	Monthly
Enforcement	PE management	LPR tickets issued	Provides metrics on LPR tickets generated to management (served or not served)	M	Daily

MEMO TO: Janice MacKenzie, City Clerk
City Clerk's Department

CC: Do H. Nguyen, Corporate Policy, Agreements & By-law Administrator

FROM: Diana Chan (local -86818)

DATE: December 12, 2014

SUBJECT: RFP PS20140242 Provision of Wireless Service and Devices for the City of Vancouver

Attached please find the following documents for filing:

TYPE OF AGREEMENT	One originally signed Form of Agreement Re: Provision of Wireless Service and Devices for the City of Vancouver
DATE OF AGREEMENT (if this date is execution date and there is more than one date, use the latest date as the date of the agreement)	December 5, 2014
PARTIES (complete names)	City of Vancouver and BELL MOBILITY INC.
CIVIC ADDRESS (no abbreviations - must be searchable)	Suite 400, 2925 Virtual Way Vancouver, British Columbia V4M 4X5
AGREEMENT DESCRIPTION (no abbreviations - must be searchable)	Provision of Wireless Service and Devices for the City of Vancouver

EXPIRY DATE	December 4, 2017
RETENTION DATE (usually one year after expiry date)	December 4, 2021
WHO TO NOTIFY:	Carrie Marsh, Senior Manager - Networks & Telecommunications tel: 604-873-7965
FILE NUMBER	RFP PS20120242

THIS AGREEMENT dated the 5th day of December, 2014

BETWEEN:

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

(the "City")

AND:

BELL MOBILITY INC., a corporation incorporated pursuant to the laws of Canada and having an office at 2925 Virtual Way, Suite 400, Vancouver, BC, V4M 4X5

(the "Contractor")

BACKGROUND:

- A. Pursuant to the Request for Proposals No. PS2010242 (the "RFP"), the City invited proposals from qualified proponents that met the requirements set out in the RFP;
- B. In response to the RFP, the Contractor submitted the Contractor's proposal proposing to perform the requirements on the terms and conditions of the RFP as supplemented by the Contractor's proposal;
- C. The City has agreed to retain the Contractor for the performance of the requirements on the terms as set out in this Agreement and the Contractor has agreed to perform the requirements on those same terms.

THE CITY AND THE CONTRACTOR NOW AGREE as follows:

1.0 Definitions

The following words and terms, unless the context otherwise requires, have the meanings set out below:

"Accessories" means peripheral or accessory items normally sold by the Contractor as an optional item separately from the Hardware as listed in Schedule B - *Pricing* as well as any similar devices which the Contractor later begins selling and supporting pursuant to this Agreement but expressly excludes Hardware;

"Activated" means that a Hardware Unit is activated on the Contractor's wireless network and for certainty,

- (a) includes those devices activated on the network prior to the Effective Date of this Agreement under service agreements signed between the City and Contractor prior to the Effective Date,
- (b) but only includes those devices activated for City staff (and excludes those activated for any non-City staff for other City group legal entities);

"Agreement" or "Contract" means the agreement between the City and the Contractor as set out in the Contract Documents.

"Business Day" means any day that is not a Saturday, Sunday or "holiday" as that term is defined by the *Interpretation Act* (British Columbia);

"City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter* and entities affiliated with the City including, without limitation, the Board of Parks and Recreation, the Vancouver Library Board, Vancouver Economic Commission, EasyPark, PNE and Vancouver Housing Authority;

"Contract Documents" means the documents listed out in Section 2.0 [Contract Documents], as well as all amendments agreed to in writing between the parties;

"Contract Price" has the meaning set out in Section 6.0 [Price];

"Contractor" means the entity defined as such on the front page of the Contract Documents;

"Contractor's Designated Representatives" means the Contractor's employees or representatives who are authorized in writing to deal with the City on behalf of the Contractor in connection with the Hardware/Accessories and Services or to make decisions in connection with the Contract;

"Credit" or "Credits" means any one or more Loyalty Credits, Hardware Credits, Hardware Upgrade Credits, Preston Mobility Credits and/or Port-In Credits;

"Credit Expiry Date" means the date this Agreement is terminated in accordance with the terms herein;

"De-Activate" means to de-activate or disconnect the Hardware Unit from the Contractor's wireless network and terminate the related Services applicable to that Unit;

"Early Termination Fee" has the meaning set out in Section 6.3 [Early Termination Fee];

"Effective Date" means the date set out on the first page and is the date on which this Agreement takes legal force and effect;

"GST" means the goods and services tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy therefor in force from time-to-time, including for further certainty any increased GST pursuant to any Harmonized Sales Tax legislation;

"Hardware" means cell phones, smart phones, tablets, turbo sticks and other communication devices listed in Schedule B - *Pricing* as well as any similar devices which the Contractor later begins selling and supporting pursuant to this Agreement but expressly excludes Accessories;

"Hardware Credit" has the meaning set out in Schedule C [Credits];

"Hardware Upgrade Credits" or "HUGS" has the meaning set out in Schedule C [Credits];

"Loyalty Credit" has the meaning set out in Schedule C [Credits];

"Plan" means a data and/or voice plan which may be month-to-month or up to 1, 2 or 3 years in duration and which may be purchased as a standalone plan or together with a Hardware Unit;

"Port-in Credit" has the meaning set out in Schedule C [Credits];

"Preston Mobility Credit" means the Preston Mobility One-Time Credit or the Preston Mobility Monthly Credit;

"Preston Mobility Monthly Credit" has the meaning set out in Schedule C [Credits];

"Preston Mobility One-Time Credit" has the meaning set out in Schedule C [Credits];

"Proposal" means the proposal submitted in response to the RFP by the Contractor;

"PST" means provincial sales tax administered under the Social Services Act (British Columbia) and any successor tax or levies therefor in force from time-to-time;

"Purchase Order" means a Purchase Order issued by the City to the Contractor pursuant to this Agreement;

"Requirements" means all of the specifications, requirements and services set out in the Contract Documents, that describe the requirements that the Hardware/Accessories, Services and all related services, goods, materials and equipment must meet and the Contractor must provide;

"RFP" means Request for Proposal No. PS20140242 including, but not limited to: Part A - *Information and Instructions*; Part B - *City Requirements and Items to be Addressed in Proposals*; Part C - *Proposal Form* (with Appendix 1 - *Legal Terms and Conditions*); Part D - *Insurance Requirements*; Annex 1 - *Schedule of Detailed Requirements*; Annex 2 - *Schedule of Prices*; Annex 3 - *Certificate of Existing Insurance*; any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to the RFP;

"Security Clearance" means the security clearance level required of the Contractor from time to time for the Contractor's personnel (existing and newly-hired) providing the products and services, accessing any data related to the products and services, or being allowed access to City sites.

"Services" means all the labour, materials, equipment, supplies, services and other items (including Plans) necessary for the execution, completion and fulfilment of the Requirements;

"Spare" or "Spares" has the meaning set out in Section 19.0 [Inactive (Spare) Requirements];

"Sub-Contractor" mean all sub-contractors, suppliers and agents of the Contractor;

"Term" has the meaning set out Section 7.1 [Term];

"Unavoidable Delay" has the meaning set out in Section 9.0 [Unavoidable Delay];

"Unit" or "Hardware Unit" means each unit of Hardware purchased by the City from the Contractor under this Agreement;

"Unit Term" has the meaning set out in Section 7.1 [Term];

"Users" means any individual authorized by the City to use the Contractor's services pursuant to this Agreement;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods and services or to make decisions in connection with the Contract;

"WHMIS Legislation" is the laws governing the information that must be provided on labels of packaging containing hazardous materials;

"WorkSafeBC" means the Workers Compensation Board of British Columbia;

"WorkSafeBC Legislation" means the Workers Compensation Act (British Columbia) and all regulations enacted pursuant to the Workers Compensation Act (British Columbia), all as amended and re-enacted from time to time;

"Work Site" means any site(s) owned or controlled by the City where the Requirements are to be performed.

2.0 Contract Documents

2.1 The terms and conditions of the following documents ("**Contract Documents**"), whether or not actually attached to this Agreement will govern and constitute the terms of this Agreement. 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 inconsistency or conflict between any of the terms and conditions within these Contract Documents, the provisions of the Contract Documents will take precedence and govern in the following priority:

- (a) the body of this Agreement (excluding the schedules);
- (b) Schedule "A" [Scope of Work];
- (c) Schedule "B" [Pricing];
- (d) Schedule "C" [Credits];
- (e) Schedule "D" [Permitted Sub-Contractors]
- (f) the RFP;
- (g) any Addenda to the RFP agreed to by the City and the Contractor; and
- (h) the Contractor's Proposal, expressly excluding Annex 1 [Schedule of Detailed Requirements] and Annex 2 [Schedule of Prices] of the Proposal which the parties now agree are deemed to be deleted and replaced by Schedule "A" Schedule "B" respectively.

3.0 Notices

3.1 Addresses for Notice

Any notice required or permitted to be given by one party to another pursuant to this Agreement must be delivered or sent by fax as follows:

TO CITY:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Carrie Marsh
Fax: 604-873-7875

COPIED TO:

CITY OF VANCOUVER
 453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4

Attention: Francie Connell, Director of Legal Services
 Fax: 604-873-7445

TO CONTRACTOR:

BELL MOBILITY INC.
 2925 Virtual Way, Suite 400
 Vancouver, BC
 V5M 4X5

Attention: Clifton Lo
 Fax: 604-678-4184

or such other person, position, address as one party may advise the other from time to time or at any time, by delivery and any notice given in accordance with this or any other more specific provision of this Agreement is deemed to be received:

- (a) if delivered, at the time of delivery,
- (b) if sent by fax during the receiving party's normal business hours, at the time it was sent, or
- (c) if sent by fax outside the receiving party's normal business hours, on the next regular business day of the receiving party.

3.2 Notice of Actions against Contractor

The Contractor will notify the City immediately upon the written threat or commencement of any actions brought against the Contractor or any of the Contractor's Sub-Contractors or Affiliates, the outcome of which may affect the rights of the City, or the ability of the Contractor to comply with its obligations under this Agreement.

4.0 **Conduct of the Contract**

- 4.1 The City's Senior Manager - Networks & Telecommunications, Carrie Marsh, will be the City's Designated Representative under this Agreement.
- 4.2 The Contractor's Account Executive, Clifton Lo, will be the Contractor's Designated Representative under this Agreement.

5.0 **Requirements**

- 5.1 The Contractor will perform the Services for the City in accordance with the Requirements set out in Schedule A - Scope of Work of the Agreement and anything and everything else necessary for or incidental to the Scope of Work including supplying all labour, supervision, management, overhead, materials, supplies, and all other things necessary for or incidental to the Scope of Work and will perform the Services with care, skill, due diligence and efficiency.

- 5.2 The Requirements as set out in Schedule A - Scope of Work of the Agreement have been prepared by the City to describe in general terms the criteria that the Services must satisfy. However, if there is any discrepancy in the description of the Scope of Work or any omission of criteria which would be detrimental to the benefits intended to be provided to the City by the Scope of Work, the Contractor will rectify such a discrepancy or omission to the satisfaction of the City without further compensation.

6.0 Price

6.1 Credits

(a) Grant of Credits and Terms and Conditions

The Contractor will grant the Credits to the City in accordance with the terms and conditions of Schedule C - Credits.

(b) Administration of Credits

The Contractor will be solely responsible for all costs of and for the proper tracking, accounting and administration of the Credits and shall provide the City with:

- from time to time and at any time, a fully detailed listing of each Credit with respect to each Unit within five (5) Business Days of the City's request for same,
- quarterly statements detailing all additions, deletions and transfers of Credits in the previous quarter.
- updates on commercially-available hardware and solutions, inclusive of Credit programs, during quarterly account reviews.

The Contractor must keep complete and accurate records of all transactions concerning the Credits and will retain same for at least two (2) years following the Credit Expiry Date.

Upon request, the City will have access to all applicable records concerning the Credits and will have the right to audit and make adjustments to the Credit accounts, subject always to resolution of any disputes concerning same in accordance with Section 35.0 - *Dispute Resolution*.

6.2 Pricing

- (a) The prices for, and the lists of, the Hardware/Accessories, Plans and Services are as set out in Schedule B - *Pricing* of this Agreement. In consideration for the Hardware/Accessories, Plans and Services, the City will pay the applicable fees and charges referenced in Schedule B - *Pricing*, and any Early Termination Fees (collectively, the "Contract Price") and all applicable taxes, without set-off (except where and then only to the extent expressly permitted in this Agreement), in accordance with this Agreement.
- (b) The Contract Prices for, and the specific types of, Hardware/Accessories set out in Schedule B may be updated from time to time by Bell in accordance with the following:
- (i) where the Contractor makes new Hardware or Accessories commercially available, or at the request of the City, such items and their prices will

be offered and notified to the City by, at minimum, email notice to the City's Cellphone Administrator at cellphone.administrator@vancouver.ca and any other method reasonably requested by the City provided all such notices shall contain the same types of information set out in Schedule B;

- (ii) the City will decide and advise the Contractor which of the new Hardware or Accessories will be made available for purchase by City staff;
 - (iii) the City and the Contractor will jointly determine the manner (the "Product Portal") by which City staff will be able to view the types of Hardware and Accessories for purchase provided such Product Portal will contain the same types of information set out in Schedule B;
 - (iv) no new Hardware or Accessories will be made available to City staff unless the City has made its decision and advised the Contractor in accordance with section 6.2(b)(ii);
 - (v) at any time during the Term, the up-to-date prices and list of Hardware and Accessories will be the price list shown on the Contractor's Product Portal or a combination of this Schedule B and such Product Portal;
 - (vi) notwithstanding any updates, the Contractor will, at all times during the Term, make available to the City, for every device brand or manufacturer, at least one Hardware that has a zero dollar price provided a 3 year Plan is also purchased with such Hardware (provided that such zero dollar Hardware will fall in the range of a model that is at least comparable to the last model up to a model that is one down from the top model at the relevant time).
- (c) The Contract Prices for Services set out in Schedule B - Pricing are fixed for the Term and may not be changed without the prior written agreement of the City and the Contractor.
 - (d) Where the Contractor makes new devices, accessories, and services commercially available, such items will be offered to the City for prices during its Unit Term no greater than the lowest price being advertised by the Contractor anywhere in Canada.

6.3 Early Termination Fee

This section 6.3 only applies to a Hardware Unit and Plan that are purchased together.

- (a) Subject to the provisions of this section 6.3, the City agrees to either:
 - i. continue to subscribe to an eligible monthly voice, data, or voice plus data rate Plan from the Contractor for each Hardware Unit Activated until the end of the Unit Term, or
 - ii. pay a price adjustment (the "Early Termination Fee"), if:
 - 1. the Hardware Unit is not activated within 90 days of the purchase date, or
 - 2. a Plan purchased with a Hardware Unit is terminated by the City, or the Contractor in the case of non-payment or other breach of this Agreement by the City, before the end of the Unit term.

The Early Termination Fee will be calculated by finding the difference in price between the price paid for the Hardware Unit and the Contractor's price for that same Hardware Unit had it been purchased unsubsidized, and dividing that total by

the number of months in the Unit Term, and then multiplying it by the total number of months remaining in the Unit Term (rounded up). For example, if a Hardware Unit was Activated on a 36 month Unit Term and there were 10 months remaining upon termination, and the Hardware Unit originally cost \$200, but would normally cost \$600, then the Early Termination Fee would be calculated as follows:

$(\text{In Market Price} - \text{Amount Paid}) / (\text{Unit Term}) \times (\text{Months remaining})$

$(\$600 - \$200) / 36 \times 10 = \$111.11$

- (b) Notwithstanding the above, no Early Termination Fee will be payable by the City: (1) where it elects to De-Activate a Plan purchased with a Hardware Unit after the expiry of the Unit Term; (2) nor for the De-Activation of a Plan purchased with a Hardware Unit (where De-Activation occurs prior to the expiry of the Unit Term) of up to a certain percentage per Agreement year of all Plans purchased with Hardware Units in use during that Agreement year (the "Churn Allowance"). The Churn Allowance for each Agreement year is as follows:

- (i) 1% for year 1 of the Agreement;
- (ii) 7% for year 2 of the Agreement;
- (iii) 7% for year 3 of the Agreement;
- (iv) 5% for year 4 of the Agreement (if the Agreement is renewed after year 3); and
- (v) 5% for year 5 of the Agreement (if the Agreement is renewed after year 4.

- (c) For year 1 of the Agreement, the Churn Allowance will be calculated during the first year of the Agreement and no earlier than ninety days following the Effective Date at a time agreed by the City and the Contractor based on the number of Plans purchased with Hardware Units transitioned from other vendors. The Churn Allowance calculated in accordance with the foregoing may be applied by the City during year 1 of the Agreement.
- (d) For each of years 2 and 3 of the Agreement, the Churn Allowance will be calculated based on the number of Activated Plans purchased with Hardware Units as at the 1st and 2nd anniversaries of the Effective Date, respectively.
- (e) For each of the optional years 4 and 5 of the Contract, the Churn Allowance will be calculated based on the number of Activated Plans purchased with Hardware Units at the 3rd and 4th anniversaries of the Effective Date, respectively.

6.4 Balancing User Access to Services with the City's Right to Control Costs

- (a) Subject to the other terms of this Agreement, the City agrees to pay all charges properly invoiced, including for all Services used by or requested by and/or provided to the City or a User or in respect of each Hardware Unit, provided such charges are set out in Schedule B - *Pricing* or otherwise agreed to in writing by the City.
- (b) Where reasonably requested by the City, the Contractor will configure each Unit so designated by the City so as not to have access to the internet or to disable any other function which the City determines is not necessary for that Unit (and is easily capable of being so disabled). Where the City properly requests this of the Contractor and such request is not completed within two (2) calendar days of such request, the City will not

be responsible for any fees, charges or other costs incurred by the Contractor as a result of not completing the request.

- (c) The Contractor now warrants and represents that all fees, charges, and other costs of providing the Hardware/Accessories and Services are included in the Contract Price as set out in Schedule B - *Pricing* including, but not limited to, monthly access, local airtime, system access, data support charges, e-911 Services, 411 services, voicemail, call display, conference calling, other features, long distance and roaming services (including any foreign taxes that the Contractor may incur in providing such long distance and roaming services), Push-to-Talk, paging services, data usage, text, picture video or other multimedia messaging, content, downloads, applications, browser usage, Wi-Fi hotspot usage, other usage, wireless payment and other transactions, number transfers, client service, Activation, De-Activation, programming, changes (such as account transfer), upgrades and administration and reconnection, as well as all charges for Hardware (including upgrade or replacement charges), Accessories, and shipping and handling charges. The Contractor now confirms that no charges other than the Contract Price is payable by the City regardless of the Contractor's standard pricing policies as applied from time to time to its retail or other customers.
- (d) The Monthly Access Fee is agreed to be a "bundled" price and cancellation by the City of a feature offered as part of a Monthly Access Fee will not result in a partial rebate of the full Monthly Access Fee for that Unit.

SUBJECT TO THE LIMITS ON THE CITY'S LIABILITY SET OUT IN SECTION 6.4(b) ABOVE, if the City subscribes to a data Plan, the City will be charged additional per megabyte rates as set out in Schedule B - *Pricing*, for any data transport usage in excess of the data transport included in the monthly data Plan fee for that Unit.

6.5 Price-Related Conditions on Users

The City confirms that the Hardware Activated under this Agreement may only be used by Users who are an employee or other authorized representative of the City. Subject to protecting its Users' privacy, the City will provide proof of each User's status at the Contractor's request. If the Contractor considers that one or more Users are not in fact employees or representatives of the City and the City disagrees then the matter will be resolved pursuant to Section 35.0 - *Dispute Resolution*. The City must ensure all Users have notice of and comply with this Agreement, and the City is liable for any User's breach of this Agreement. The City is responsible for all amounts properly invoiced to the City directly. The City acknowledges that the Contractor is not responsible to ensure that the Users comply with any of the City's policies, rules or guidelines with respect to the use of the Hardware/Accessories and Services.

7.0 Term/Non-Exclusivity

7.1 This Agreement starts on the Effective Date and then, with respect to

- (a) each Hardware Unit purchased with a Plan, expires when such Plan expires (the "**Unit Term**"),
- (b) each standalone Plan purchased without a Hardware Unit, expires when such Plan expires (the "**Plan Term**"),
- (c) the Agreement as a whole, expires on the 3rd anniversary of the Effective Date unless the City exercises its right to renew this Agreement for two additional one year periods (the "**Term**"), and
- (d) the City's entitlement to Credits expires on the Credit Expiry Date.

- 7.2 Where the parties continue to deal with each other following the expiry of a Unit Term or Plan Term, that particular Unit Term or Plan Term will be deemed to be renewed on a month to month basis and may be cancelled by the City without cause or liability on giving at least thirty (30) calendar days' prior written notice, or by the Contractor on at least one hundred and twenty (120) calendar days' prior written notice.
- 7.3 Despite any other term of the Contract Documents, nothing in this Agreement is intended to grant the Contractor any rights of exclusivity or any other right to be the sole supplier to the City of the Requirements, to supply a specified or minimum quantity of the Requirements to the City or any other similar right and the Contractor now acknowledges and agrees to same.

8.0 Cancellation of Contract

- 8.1 The Contractor may only cancel this Agreement without cause in the circumstances set out in Section 7.2 and only then if it does not materially affect the City's rights to Credits in accordance with Section 6.1 - *Contract Credits*. Except where Section 7.2 applies, the City may only cancel this Agreement without cause pursuant to Section 6.3 - *Early Termination Fee*. As of the effective date of such a notice of cancellation, the Contract will be cancelled as to all or those specified Units of Hardware and related Services and the parties will have no further obligations to each other in respect to same except that the City will remain liable to pay for (i) any Services received, and (ii) any Hardware or Accessories already ordered and supplied, prior to the effective date of the cancellation, and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

9.0 Unavoidable Delay

- 9.1 Subject to Section 9.2 and Section 9.3, except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under the Contract 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, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees or Sub-Contractors' employees or governmental action taken in the enforcement of law specifically against the Contractor or its Sub-Contractors'.
- 9.2 Despite Section 9.1, nothing in this Section 9.0 will release the Contractor from the obligation to pay the City concessions or rebates for Services interrupted or delayed by an Unavoidable Delay.
- 9.3 Despite Section 9.1, nothing in this Section 9.0 will release the Contractor from the obligation to, in the event of any Unavoidable Delay which substantially affects the Services being provided to the City, (such as outage or outright loss of service) to make best efforts to make available mobile cell-sites on wheels ("COWs") mobile equipped vehicles to the City. Immediately upon the occurrence of the Unavoidable Delay, the COWs will be sent to the City Sites as designated by the City's Designated Representatives after the occurrence which causes the Unavoidable Delay and Activate same so that it is able to function on the portions of the network that are unhindered.

10.0 Changes in Requirements

- 10.1 The City may adjust the quantities of Hardware/Accessories and related Services required of the Contractor at any time on giving at least thirty (30) days prior written

notice and the unit prices in the Schedule B - *Pricing* will apply for such changes, subject always to the terms and conditions set out in Section 6.0 - *Price*.

- 10.2 For any and all changes to which Section 10.1 does not apply, the City may, by giving written notice to the Contractor, request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than ten (10) days after receipt of such notice, inform the City's Designated Representative of any adjustments to the Contract Price, either increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or alternatively, will notify the City's Designated Representative that no adjustment is necessary. If adjustments to the Contract Price are necessary and the City's Designated Representative confirms in writing that such adjustments are acceptable to it, the Requirements and the Contract Price will then be deemed to be amended as agreed by the City's Designated Representative. If the City determines that such adjustments, or no adjustments, to the Contract Price are unacceptable and the City's Designated Representative and the Contractor are unable to agree on an acceptable price, the City's Designated Representative shall be entitled to refer such issue to arbitration (pursuant to Section 34.0 - *Dispute Resolution*) to determine the price for such amendments to the Requirements or it may elect either to proceed with this Contract without the proposed change or it may elect to cancel this Contract, on ten (10) days' prior written notice and without further liability, or recourse, except to pay the Contractor for all Services duly performed and Hardware/Accessories supplied to the City prior to the effective date of cancellation.

11.0 Disputes as to Requirements

- 11.1 All orders or instructions with respect to the Requirements issued by the Designated Representative to the Contractor will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it must promptly notify the City in writing before proceeding to carry them out and, in any event, within two (2) days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City will not constitute an acknowledgement by the City as to the validity of the Contractor's claim, and the City now reserves all rights to contest or dispute the Contractor's claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. In any event, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

12.0 Sub-Contractors

- 12.1 All Sub-Contractors are the responsibility of the Contractor. Notwithstanding the engagement of any Sub-Contractor, the Contractor will remain responsible for complying with all obligations of this Agreement assigned to such Sub-Contractor.
- 12.2 The Contractor will be held as fully responsible to the City for the acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 12.3 Nothing contained in any of the Contract Documents will create any contractual relationship between the Sub-Contractors and the City.
- 12.4 The Contractor agrees to ensure compliance by every Sub-Contractor with the terms and requirements of the Contract Documents.

13.0 Permitted Sub-Contractors

- 13.1 No Sub-Contractors will be permitted except those expressly named by the Contractor in Schedule D - Permitted Sub-Contractors, or subsequently permitted in writing by the City pursuant to Section 15.0 - Assignment/Sub-Contracting.

14.0 Independent Contractor

- 14.1 The Contractor, its Sub-Contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Sub-Contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City of Vancouver.

15.0 Assignment/Sub-Contracting

- 15.1 Subject to Sections 13.1 and 15.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Services or any of the Contractor's obligations under the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold. If the City consents to any such assignment, subletting or letting out as task work of all or any part of the Services, the Contractor will in no way be relieved from its responsibility for the fulfilment of the Services, but will continue to be responsible for the same pursuant to Section 12.2 above.
- 15.2 Despite Section 15.1, the Contractor may utilize those Sub-Contractors expressly permitted pursuant to Section 13.0 - *Permitted Sub-Contractors*, provided always that the Contractor may not substitute or replace those Sub-Contractors, or permit those Sub-Contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract Documents, except in accordance with Section 15.1 above.

16.0 Time of the Essence

- 16.1 For all obligations of the Contractor pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, will not waive the City's right to claim damages for such breach nor constitute a waiver of the City of the requirement of timely performance of any obligation remaining to be performed.

17.0 Compliance with Laws, Permits and Regulations

- 17.1 In carrying out its obligations, the Contractor will familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and will obtain all necessary licenses, permits and registrations as may be required by law.

18.0 Delivery/WHMIS Legislation

- 18.1 The Contractor must deliver all Hardware/Accessories within three (3) to five (5) Business Days of the Contractor's receipt (whether by e-mail or other means) of the City's Purchase Order for same.

19.0 Inactivate (Spare) Requirements

- 19.1 The Contractor will provide the City with at least twenty (20) non-Activated, but functional (i.e. "ready-to-use") and network-compatible Hardware Units ("Spares"), which models are to be determined by the City, to be kept by the City at a City Site, any of which may be refreshed or replaced by the City from time to time. The Contractor's Designated Representative, upon request by the City's Designated Representative, will within one (1) hour of the City's request, Activate any or all Spares, and will within two (2) hours of the City's request, deliver to the City Site and Activate additional Hardware Units if the inventory of Spares is insufficient to meet the City's requirements. For further certainty, the Spares will be provided by the Contractor at no cost and will only be paid for under this Agreement by the City upon the Spares being Activated. All non-Activated Spares will be kept safely and securely by the City and will be returned in new condition by the City to the Contractor upon the expiry of the Term.
- 19.2 Subject to the specific requirements set out in Section 19.1 above, deliveries must be made by the Contractor, at its sole risk and expense to the exact location within the City's worksite, office, or other place as designated by the City, between 8:00 am and 5:00 pm Vancouver Time, dependent on location, Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A Material Safety Data Sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS legislation.

20 Inspection

- 20.1 All Hardware/Accessories will be subject to inspection and test by and must meet the approval of the City.
- 20.2 In the event that the Hardware/Accessories or any portion of the Hardware/Accessories does not comply with the Requirements of this Agreement or the Contractor's warranty (expressed or implied), the City will have the right either to reject the Hardware/Accessories or to require correction and the Contractor will reimburse the City any costs incurred as a result of the non-compliant Hardware/Accessories.
- 20.3 Acceptance or rejection of the Hardware/Accessories must be made as promptly as practical, but failure to inspect and accept or reject the Hardware/Accessories will not relieve the Contractor from responsibility for such Services that is not in accordance with the Requirements.
- 20.4 The City will be the final judge of the Hardware/Accessories in respect of both quality and quantity and its decisions of all questions in dispute will be final. Hardware/Accessories not accepted will be returned to the Contractor at the Contractor's expense.
- 20.5 Under no circumstances will the City be deemed to have accepted the Hardware/Accessories by virtue of a partial or full payment for them.

The Contractor will pre-test all Hardware and Accessories, and will resolve technical issues before delivering any Hardware/Accessories to the City.

The Contractor will ensure that any Hardware Units and related software manufactured and distributed by its partners are network-compatible and perform as per manufacturer's specification and description before such Hardware Units and related software are offered to the City.

21 Quality of Workmanship and Materials

- 21.1 The Contractor will perform the Services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and the Requirements.
- 21.2 Materials, goods and equipment incorporated into the Hardware/Accessories will be from suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.
- 21.3 Materials are to be applied in accordance with the manufacturer's directions and the Contractor will use the techniques and applications best suited for the type of material being used.

22 Packaging

- 22.1 The Hardware/Accessories will be adequately packaged to protect from damage during handling, shipment, and storage, and individually packaged and identified.

23 Hardware/Accessories Return Policy

- 23.1 The Contractor will pick up from and return to the City any item (i.e. any Hardware Unit, or Accessories) that requires repair. Alternatively, the Contractor will set up a courier service which the City can use for items to be picked up from Suite #110 814 Richards Street, Vancouver, BC, V6B 3A7, or alternate site as required by the City and delivered to the Contractor at no cost to the City as required by Section 20.4.
- 23.2 The Contractor must fully inspect all Hardware/Accessories before shipment to the City and upon request, provide the City with full access to the Contractor's inspection records, process, and place of inspection.
- 23.3 The Contractor will provide maintenance of the City's existing devices through our repair facility so that the solutions continue to operate on the Contractor's network.

24 Intentionally Deleted

25 Warranty and Service Commitments

25.1 Hardware/Accessories Warranty

The Hardware and Accessories warranties shall be as specified in Schedule A - Scope of Work.

25.2 Service Commitments

Service commitments shall be as specified in Schedule A - Scope of Work.

25.3 Specific Service Requirements for Telephone Numbers

The specific service requirements for telephone numbers shall be as specified in Schedule A - Scope of Work.

26.0 Protection of Privacy, IP, Person and Property

- 26.1 All information that the Contractor keeps about the City is confidential. Unless the City provides express consent or disclosure is pursuant to a legal power, the Contractor will not disclose to any person or organization any City personal information.

Express consent may be taken to be given by the City where the City provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent, where an audio recording of the consent is retained by the Contractor; or consent through other methods, as long as an objective documented record of City's consent is created by the City or by an independent third party.

- 26.2 To the extent required by the Contractor (and only to such extent) to provide the Services and for no other purpose, the City grants the Contractor and the Contractor's suppliers a world-wide, royalty-free, restricted licence to use, copy, adapt, transmit, display and perform, distribute and create compilations and derivative works from, any and all user content the City elects to post in connection with the Services and the Contractor now acknowledges that such licence is subject to the same confidentiality restrictions as set out in Section 26.1 above. The City acknowledges that the Contractor may store the City's content on the Contractor's or its suppliers' facilities for the purposes of the City accessing such content, but that if the City fails to access such content within a certain period of time (not less than thirty (30) calendar days from the last access unless the Contractor tells the City otherwise) or if the City's Services terminate, the Contractor may delete such content without notice to the City. If the City upgrades or replaces Hardware, the Contractor will use commercially reasonable efforts (at its sole cost and expense) to transfer the content including pictures, contacts, music, screensavers, games and ringtones to the replacement Hardware.

By enabling or activating any aspect of the Services, including applications, transactions, downloads, games or other content, the City agrees to abide by any third party written end-user license, warranty and other terms and conditions that are made available in connection with the use of such aspects of the Services.

- 26.3 The Contractor will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Services, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Services or caused in any other manner by the Contractor, or its employees or Sub-Contractors.
- 26.4 The Contractor will effectively warn and protect the public and other personnel from any danger as a result of the Services being done.
- 26.5 The Contractor acknowledges that 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 any service to the City. Such obligations include, without limitation, the obligation to ensure that personal information acquired from the City is stored only in Canada and accessed only in Canada. The Contractor hereby agrees to comply with such obligations.

27.0 Rectification of Damage and Defects

- 27.1 The Contractor will rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor will then pay to the City the costs of repairing the loss or damage promptly upon demand from the City.

Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

28.0 Clean Up

- 28.1 The Contractor will at all times conduct the Services in an orderly and reasonably tidy manner, and will at suitable intervals remove any accumulation of rubbish or refuse materials. At no time will any person employed by the Contractor or by any of its Sub-Contractors discard any litter or garbage on or adjacent to the Work Site, except into a suitable container.

29.0 Passage of Title and Risk

- 29.1 Despite any other term of this Agreement, (a) risk of loss or damage to the Hardware/Accessories performed will remain with the Contractor until the delivery of the Hardware/Accessories and performance of the work related to delivering the product in accordance with the Requirement, and (b) title to the Hardware/Accessories will pass to the City upon safe delivery (but will revert in the Contractor upon the City's delivery of written notice of rejection of the Hardware/Accessories or the sending to or pick-up by the Contractor of same pursuant to the Contractor's warranty obligations).
- 29.2 For further certainty, all risk of loss or damage and the title in and to existing Hardware Units used by the City under existing contracts prior to the Effective Date and brought under this Contract pursuant to Section 6.1 above are deemed to be and will remain with the City and the City acknowledges that it will keep a minimum of twenty (20) Spares on hand to serve as temporary service Units as contemplated by Sections 19.0 and 25.1 -Hardware/Accessories Warranty.

30.0 Indemnification and Limitation of Liability

- 30.1 DESPITE ANY OTHER TERM OF THIS AGREEMENT, INCLUDING FOR CERTAINTY, SECTIONS 30.2 and 30.3 BELOW, THE CONTRACTOR WILL INDEMNIFY, HOLD AND SAVE HARMLESS THE City FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS, ACTIONS AND OTHER PROCEEDINGS MADE, SUSTAINED, BROUGHT OR PROSECUTED IN ANY MANNER BASED UPON, OCCASIONED BY OR ATTRIBUTABLE TO:
- 30.1.1 ANY INJURY, INCLUDING DEATH, PROPERTY LOSS OR DAMAGE ARISING FROM ANY (1) DEFECT IN THE HARDWARE/ACCESSORIES, OR (2) NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS EMPLOYEES, OFFICERS, VOLUNTEERS, SUB-CONTRACTORS, OR ANY OTHER PERSONS FOR WHOM THE CONTRACTOR HAS ASSUMED RESPONSIBILITY IN THE PERFORMANCE OR PURPORTED PERFORMANCE OF THE SERVICES;
- 30.1.2 ANY CLAIM WHICH MAY BE MADE FOR A LIEN OR CHARGE AT LAW OR IN EQUITY OR TO ANY CLAIM OR LIABILITY UNDER THE BUILDERS LIEN ACT, OR TO ANY ATTACHMENT FOR DEBT, GARNISHEE PROCESS OR OTHERWISE; OR
- 30.1.3 THE CONTRACTOR'S FAILURE TO PAY ALL ROYALTIES AND LICENSE FEES OR ON ACCOUNT OF SUITS OR CLAIMS OF INFRINGEMENT BY THE CONTRACTOR, ITS SUB-CONTRACTORS, OR THE HARDWARE/ACCESSORIES OR SERVICES OF TRADEMARKS, PATENTS, COPYRIGHT, OR ANY OTHER INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

- 30.2 SUBJECT TO SECTION 30.1 ABOVE, EXCEPT FOR (1) THE LIMITED WARRANTY AND SERVICE LEVEL COMMITMENTS SET OUT IN SECTION 25 [WARRANTY AND SERVICE COMMITMENTS], (2) THE CONTRACTOR'S BREACH OF ITS PRIVACY AND CONFIDENTIALITY OBLIGATIONS, (3) PHYSICAL INJURIES OR DEATH, OR (4) DAMAGE TO PROPERTY CAUSED BY THE CONTRACTOR'S ACTS OR OMISSIONS, FOR WHICH, IN EACH CASE, THE CONTRACTOR'S LIABILITY SHALL NOT BE LIMITED, THE CONTRACTOR IS NOT LIABLE TO THE CITY OR ANYONE USING THE HARDWARE OR THE SERVICES, OR ANY THIRD PARTIES, FOR THE FOLLOWING:
- 30.2.1 DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION;
 - 30.2.2 ANY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICES OR THE HARDWARE;
 - 30.2.3 ANY CONTENT TRANSMITTED ON OR RECORDED BY THE CONTRACTOR'S FACILITIES, INCLUDING CONTENT THAT MAY BE ILLEGAL, DANGEROUS, DEFAMATORY, OFFENSIVE OR ANNOYING OR WHICH MAY INFRINGE UPON OTHERS' INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS, OR ANY CONTENT, APPLICATION OR SERVICES PROVIDED TO THE CITY BY A THIRD PARTY FOR USE WITH THE HARDWARE OF THE SERVICES, EVEN IF THE CONTRACTOR INVOICES THE CITY FOR SUCH CONTENT, APPLICATION OR SERVICES ON BEHALF OF SUCH THIRD PARTY;
 - 30.2.4 ANY BREACH BY THE CITY OF THE AGREEMENT, CITY'S NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES, OR THE HARDWARE;
 - 30.2.5 LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE SERVICES OR THE HARDWARE; AND
 - 30.2.6 ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
- 30.3 Subject to Sections 30.1 and 30.2 above, the Contractor's liability for any breach of this Agreement which is not covered in Section 30.1 or 30.2 ("**Capped Claim**") will be limited to \$300,000.00 per Capped Claim and \$300,000.00 for all Capped Claims in the aggregate.

31.0 Insurance Requirements

- 31.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor will obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below. Excess or umbrella insurance may be used to achieve the required insured limits.

- (a) Commercial General Liability insurance against claims for damages for personal injury including death, bodily injury and property damage which arise from Contractors legal liability under this Contract.

The limit of commercial general liability insurance will be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and completed operations. The deductible per occurrence will not exceed twenty five thousand dollars (\$25,000) per occurrence.

The policy of insurance shall:

- i. be on an occurrence form;
 - ii. include the City of Vancouver and its officials, officers, employees and agents as additional insured(s);
 - iii. contain a cross-liability or severability of interest clause;
 - iv. include non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, completed operations and operations of attached machinery.
- (b) The Contractor will ensure that vehicles owned, leased and/or operated by the Contractor in connection with the Contract will maintain automobile liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for vehicles owned or leased and operated by the Contractor in connection with the Contract.

- 31.2 All insurance policies shall be obtained and issued by insurance companies that are duly licensed or authorized to conduct business in the Province of British Columbia; be in a form and in amounts reasonably acceptable to the City's Director of Risk Management and will provide the City's Director of Risk Management with sixty (60) days' prior written notice of cancellation or a reduction of the \$5,000,000 per occurrence commercial general liability coverage limit. Notice must identify the Contract title, number, policy holder, and scope of work.
- 31.3 The Contractor 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.
- 31.4 Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 31.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, or agents will be excess of the Contractor's insurance and will not contribute with it, except to the extent of claims arising from the negligence of the City and those for whom the City is responsible at law.
- 31.6 Prior to the Effective Date, the Contractor will provide the City with evidence of all required insurance to be taken out in a form of the General Certificate of Insurance attached as Appendix "A" - General *Certificate of Insurance*. The General Certificate of Insurance will identify the Contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of a General Certificate of Insurance will be made available to the City's Director of Risk Management at any time during the term of the Contract immediately upon written request.

- 31.7 The Contractor will provide in its agreements with its Sub-Contractors that they maintain commercial general liability insurance. Upon request, the Contractor will deposit with the City's Director of Risk Management certificates of insurance from its Sub-Contractors.

32.0 WorkSafeBC Compliance

- 32.1 *Provide Evidence of Good Standing* - Prior to commencing any Services on any Work Site, the Contractor must provide evidence that it is in good standing with WorkSafeBC.

- 32.2 *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any work or service which is the subject of this Contract. The Contractor 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 money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

- 32.3 Intentionally Deleted.

- 32.4 *Special Indemnity Against WorkSafeBC Non-Compliance* - The Contractor 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:

- (a) Unpaid WorkSafeBC assessments of the Contractor or any other employer, for whom the Contractor is responsible under this Contract,
- (b) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Legislation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
- (c) Any breach of the Contractor's obligations under this Section 32.0.

- 32.5 Intentionally Deleted.

33.0 Character of Workers/Security Clearance

- 33.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- (a) Intoxication;
- (b) Use of foul, profane, vulgar or obscene language or gestures;
- (c) Solicitation of gratuities or tips from any person for services performed under the Contract;

- (d) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations;
- (e) Loss of or failure to obtain appropriate or required Security Clearance; or
- (f) Any action which may constitute a public nuisance or disorderly conduct.

33.2 Security

- (a) The Contractor will provide the City with a documented procedure on how the Contractor will maintain security and confidentiality of the City account.

34.0 City's Right to Remedy

- 34.1 Should the Contractor neglect to execute the Services properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

35.0 Dispute Resolution

- 35.1 All claims, disputes or issues in dispute between the City and the Contractor will be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction within British Columbia and be governed by the laws of British Columbia.
- 35.2 Subject to Section 35.7, in the event that (1) the parties agree to arbitration pursuant to the above, or (2) matter is referred to arbitration by the City's Designated Representative, pursuant to Section 10.0 - *Changes in Requirements*, or by either party pursuant to Section 6.3 - *Early Termination Fee*, the arbitration will be conducted pursuant to the Commercial Arbitration Act (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 35.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 35.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.
- 35.5 Despite Section 35.1, the laws of British Columbia will govern this Agreement and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 35.6 All provisions of the International Sale of Goods Act (British Columbia) are specifically excluded from application to this Agreement.
- 35.7 No arbitration pursuant to Section 35.2 will be binding on the City (but will, at the City's option be binding on the Contractor) until the Contractor has permitted the City to conduct an audit of the Contractor's and any Sub-contractor's records pursuant to generally accepted auditing standards.

36.0 Cancellation

- 36.1 The City may, by written notice to the Contractor, immediately cancel the whole or any part of this Agreement in any one of the following circumstances:
- (a) pursuant to Section 10.0 - *Changes in Requirements*;
 - (b) if the Contractor fails to make delivery of the Hardware/Accessories or to perform the Services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - (c) if the Contractor performs any act or does anything which causes the City to incur any legal liability whatsoever;
 - (d) if the Contractor fails to meet the safety requirements of the Contract;
 - (e) if any Creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts;
 - (f) if the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of Creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors; or
 - (g) if the Contractor breaches any other term of this Agreement.
- 36.2 Upon cancellation of the Contract, the City will have no obligation to the Contractor (and no obligation to pay any Early Termination Fee) except to pay for such Hardware/Accessories or Services properly delivered or performed prior to the date of the cancellation of the Contract.
- 36.3 Upon cancellation of the Contract in whole or in part, the City may procure similar goods and/or services and the Contractor will be liable to the City for any excess costs for such similar goods and/or services. The Contractor will not be liable for any excess costs where the cancellation is effected pursuant to paragraphs 36.1(a) and Section 10.

37.0 Payments and Security for Payment

- 37.1 The Contractor shall be paid net thirty (30) calendar days from receipt of invoice and the fifteenth (15th) of the month following the month for which the Services were provided or the Hardware/Accessories received, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- 37.2 The Contractor will not be required to accept payment by purchasing card (MasterCard) but will work cooperatively with the City to accept payment by electronic funds transfer wherever practicable.
- 37.3 The Contractor will submit invoices by e-mail to:

Accounts Payable
PO Box 7757
Vancouver, BC
V6B 0L5

E-mail: APCentral@vancouver.ca

- 37.4 The Contractor will extend the payment terms to 60 days without any interest charges of late fees, to allow the City sufficient grace period to review and pay invoices. If payment is not received by either party within ninety (90) calendar days of the due date of such payment, that party now agrees to pay interest on the balance owing.
- 37.5 The Contractor will not De-Activate any Units or reduce or cancel any of its Services due to late payment.
- 37.6 The Contractor will notify the City immediately of any fee amounts that are inconsistent with the City's normal usage pattern. However, any invoice for same will be included in the normal billing and invoice cycle. Either party may invoice the other for charges or Credits properly incurred and owed provided if such charge is not invoiced in the normal billing and invoicing cycle, the party owed the amount will endeavor to invoice for same within one year of the date to on which such charge was incurred or earned and will, on request, provide all such supporting documentation as is reasonably requested by the party owing the amount. If the City is entitled to a Credit from the Contractor, the City represents and warrants that the City has made no separate claim for a refund from a financial institution. To correct any payment made by the City through electronic means (such as Internet or telephone banking or ATM machine), the City must first request the City's financial institution to make the correction. Either party may charge the other an administrative fee of thirty five dollars (\$35.00) for payments rejected for insufficient funds.

38.0 Taxes

- 38.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s). Unless provided herein, the Credit amounts are exclusive of any applicable GST or PST and the Contractor will pay any and all GST and PST on the Credits for the City, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).
- 38.2 Prices agreed upon are to be exclusive of GST and PST, with all costs relating to freight, handling, import duties, brokerage, royalties, handling, overhead, profit and any and all other costs included as negotiated within this Agreement.
- 38.3 Invoices must separately show the appropriate amounts for GST and PST.

39.0 Contract Management and Representation

- 39.1 The Contractor and the City will comply with and implement the transition plan and protocol for the management of the Contract as set out in the Requirements.
- 39.2 The Contractor's Designated Representative will make decisions to ensure that the Contract implementation and day-to-day operation are as specified in the Requirements, and will serve as the primary point of contact for the City.
- 39.3 The Contractor's overall performance and the quality of its work will be determined by the City. Performance will be judged on such factors as service levels including the frequency of back-orders, product quality, dependability, and such other issues that the City determines are key performance indicators. Where the Contractor's performance or personnel does not meet the experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement, the City's Designated Representative will provide the Contractor's Designated Representative with reasonable written particulars of same, so as to afford the Contractor a reasonable opportunity to improve and correct performance.

- 39.4 Nothing in this Section 39.0 modifies or limits the City's legal rights and remedies under section 36.0 and at law or in equity.

40.0 No Promotion of Relationship

- 40.1 The Contractor will not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Contractor undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

41.0 Set-off

- 41.1 The City may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) the amount of any judgment for damages suffered by the City, whether such claim is at law or in equity or tort or on any other basis.

42.0 Joint Venture or Partnership

- 42.1 If a joint venture or partnership, the Contractor represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Contractor will be joint and several.

43.0 Entire Agreement

- 43.1 The Contract documents constitute the entire agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties with respect to their subject matter. The Contractor now acknowledges that it is not relying on any representations of the City as to the performance of the Requirements, except as expressly stated in Schedule A - Detailed Requirements, subject always to Sections 24.0 - Non-Exclusivity and 7.3 (under Term/Non-Exclusivity).

44.0 Failure to Enforce

- 44.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement will not constitute a waiver of such terms and conditions, and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.


45.0 Successors and Assigns

- 45.1 This Agreement will benefit and bind each party and its successors and permitted assigns.

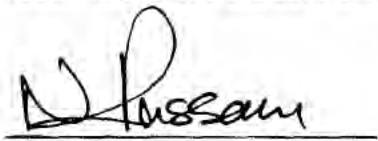
(Signature page follows immediately)

IN WITNESS TO THE ABOVE the parties have executed and delivered this Agreement as set out below, by their duly authorized representatives.

CITY OF VANCOUVER, by its authorized signatories:




Francie Connell, Director, Legal Services

Patrice Impey, CFO and General Manager, Financial Services Group

Nick Kassam, Director, Supply Chain Management

BELL MOBILITY INC., by its authorized signatories:



(Name, Title)

Gary Semplonius, VP Sales
(Name, Title)

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ARTICLE 1 MANDATORY REQUIREMENTS

1.1 The Contractor will meet the following requirements:

- a. Retain the City's existing mobile numbers.
- b. Make commercially available all proposed usage plans during the full term of the contract.
- c. Provide a dedicated support team(s); furthermore, the Contractor's sub-contractors will provide a dedicated support team(s).

ARTICLE 2 PROJECT TIMELINE

(to be co-developed by the City and the Contractor following Agreement execution)

ARTICLE 3 TRANSITION PLAN

3.1 The Contractor will provide a comprehensive transition project plan for the replacement and management of approximately 2100 devices and an additional 500 data-only plans from the current to the proposed service and devices, as required (the "Transition Plan"). The Contractor will perform the majority of the transition tasks.

3.2 The Contractor will perform each of the following tasks as part of the Transition Plan:

1. Schedule cutovers in coordination with City Telecom Department at various City sites, according to the Contractor's Work Plan Strategy described as follows:

Step 1 - Signed contract and update of client profile in Bell systems -

Upon contract execution, the Contractor will update a NAG (National Account Group), to enable the Contractor to activate, port, create bills, order hardware, etc.

Step 2 - Planning - The City will define its process and user base (including work area information for reporting, and details such as user name, type of user, location, current equipment description, current network features, and logistics).

Step 3 - Transition Plan - Upon obtaining the City's user and business requirements, the Contractor will create a Transition Plan for the City's review, input, and approval prior to executing the Transition Plan. The Transition Plan will, at minimum, take into consideration:

- Site/Location Scenarios defined by physical locations of where users are situated;
- Availability Scenarios defined by when users are available (e.g. shift workers);
- Device Scenarios defined by the complexity of deployment of hardware (e.g. modems with vehicle installations [note: City responsible for modem vehicle or other installations]);
- VIP Scenarios defined by a few select individuals requiring higher service levels due to role, security or safety concerns; and
- Straggler Scenarios defined by circumstances where sickness, holidays or last-minute emergencies making certain users unavailable during the planned transition period.

Step 4 - Implementation - The Contractor will provide the City with appropriately customized Bell communication templates. Upon the City issuing communication(s) to users, the City may order new hardware through Preston Mobility. New hardware will be pre-programmed before

being shipped to the end user, and mass conversions/transitions can be done simultaneously. Upon the end user receiving the new hardware, the line will be transferred and ported as appropriate. All new hardware will be delivered with the same configuration and stored data per device as the replaced device, a fully-charged battery, the latest OS, and installed SIM and SD cards (where required). The Contractor will set up MDM, reporting, and billing to the City's satisfaction, prior to any orders being placed by the City.

Step 5 - Porting from another carrier - Upon the City providing the Contractor with the mobile number and the account number of the previous provider, the Contractor will schedule porting of the line with existing carriers based on the end user's requirements.

Step 6 - Regular Meetings - The Contractor will schedule regular status meetings during the conversion process to ensure a smooth transition.

The Contractor will provide daily/weekly status of transition progress, at each stage in the transition. The Contractor will make available to the City a project status report stored on a server accessible to the City, and which contains the current action items and transition status.

Step 7 Migration - The Contractor can perform bulk migrations upon receiving from the City a spreadsheet containing:

- User Names;
- Numbers;
- Divisions;
- Departments;
- Financial Codes and/or Cost Centres;
- Model of device and accessories; and
- Rate Plan and features required.

2. Update Device OS (for devices the City purchases through the Contractor) to current level using the appropriate supplier tool. The City will manage OS updates for devices purchased directly through the device manufacturer. All devices will be connected to the maintenance Toolbox during the staging process to ensure that the software OS has been updated to the latest standard.
3. Provide and install SIM cards as part of the device staging process, where the SIM card is checked twice to ensure proper positioning and functionality. The Contractor will ensure that each device has a working SIM card before being delivered to the user.
4. Provide and install City-purchased SD cards for new BB activations as part of the device staging process, where all SD cards are tested to ensure functionality upon installation in the devices. The Contractor will ensure that each device has a working SD card before being delivered to the user. The City shall bear the cost of SD cards. The Contractor will offer the City a 30% discount for SD cards.

5. Create Apple and Blackberry IDs as per the City standard.
6. Install MDM Client on iOS and transfer data from old device to new (when possible) using City-provided PC or laptop. The Contractor will troubleshoot all issues without the need to engage City IT support.
7. Provide City-specific end user documentation in addition to standard manufacturers' End User Guides. City-specific end user documentation will include, but not be limited to:
 - o Opportunities to highlight features that result in higher productivity;
 - o Deficiencies in the manufacturers' documentation; and
 - o City-specific features and functionality.
8. Provide "City specific" training (see Article 11 for details).
9. Provide full Project Management, including, but not limited to: schedules; resource tracking & assignments; and risk assessment/analysis.

3.3 As part of the Transition Plan, and before roll-out, the Contractor will, within 1 week of notification from the City, do a survey of City buildings to determine buildings with poor coverage, and remedy any poor coverage areas within a building within a mutually agreed upon timeframe as appropriate to the complexity of the remedy, and will supply the City with any analysis showing a map of wireless signals.

3.4 In addition to the established escalation process described in Article 4 Technical Assistance, the following escalation points will be used to resolve issues encountered during the transition process:

- 1) Project Plan: the escalation point to support Raymond Chu will be Darelle Mitchell, then Doug Spencer
- 2) Technical: the escalation point to support Michael Munslow or Raymond Chu will be David Barber. The Contractor will provide the City with access to technical support from manufacturer partners (Apple, BlackBerry, Samsung, etc.) and their dedicated technical specialists.

ARTICLE 4 TECHNICAL ASSISTANCE

4.1 The Contractor will provide technical assistance, available 24 hours per day x 7 days per week x 365 days per year ("24 x 7 x 365").

4.2 Service Severity Classifications

4.2.1 The Contractor will provide the City with various Service Severity Classifications to be used by the Contractor as a basis to define an "emergency".

4.2.2 The Contractor will provide the City with three levels of service 24 x 7 x 365:

SEVERITY LEVEL ONE: CRITICAL

Severity Level One: (CRITICAL), means a critical fault condition exists where the service is inoperable or the customer's inability to use the service has a critical effect on their operations.

The condition is generally characterized by complete service failure or significant impact on the Customer to conduct business and requires immediate correction.

Severity One (CRITICAL) outage incidents will receive top priority support and continuous effort until the incident is no longer in a Critical condition.

Examples of Severity Level One "*Critical*" problems are those that affect service operation in the following way:

- Total service outage
- Continuous service outages
- Significant reduction in operation
- Total loss of major functionality
- Total loss of access to the system

SEVERITY LEVEL TWO: MAJOR

Severity Level Two: (MAJOR), means a major fault condition exists where the service is partially inoperable, but the service is still usable by the Customer. The inoperative portion of the product may severely restrict the customer's operations but has a less critical effect than a Severity Level One "*Critical*" condition. Typically, these problems would be fixed with either an interim remedy or final solution in the next scheduled release of software. Problems of this nature would typically be reported during normal business hours.

Severity Two (MAJOR) outage incidents will receive high priority and ongoing effort to resolve the Major issue throughout the course of a normal business day: 8:30am to 5:00pm (or as deemed necessary).

Examples of Severity Level Two "*Major*" problems are those that affect service operation in the following way:

- Short service interruptions whose duration accumulates to greater than fifteen minutes in any 24-hour period, or continue to repeat during longer periods
- Significant degradation of functionality.

SEVERITY LEVEL THREE: MINOR

Severity Level Three: (MINOR), means a minor condition exists where the service is usable by the customer, but a non-service affecting concern has been detected. The condition is not critical to overall customer operations and does not significantly restrict operations of the service. Typically, these problems would be fixed in the next scheduled release of software. Problems of this nature must be reported only during normal business hours.

Severity Level Three "*Minor*" problems are those that affect administrative functions, routine maintenance and diagnostics; however, they do not significantly affect service to customers.

Examples of Severity Level Three "*Minor*" problems include:

- Diagnostic or technical assistance rendered including software update application, or equipment provisioning
- Any item, including documentation errors that can generate procedural problems
- Non-cosmetic documentation problems.

4.2.3 The Contractor will provide, at no cost to the City, emergency spare phones if troubles arise with particular model(s).

4.3 Daily Troubleshooting

4.3.1 If issues are determined to be handset-specific, the Contractor's Account Manager will work with the City to provide on-site support and assistance for resolving device related issues.

4.3.2 If the services impacted are network-related, the Contractor's Technical Assistance Center (TAC) will provide the following Response Objectives:

4.3.3 The Contractor will meet on a monthly basis the following response objectives for **outage related** incidents only:

- **Mean Time to Respond**: If a Critical or Major outage should occur within the Contractor's network, TAC will **respond** and notify the customer that a critical/major outage incident has occurred within 30 minutes of the incident being detected.

Critical/Major Outage: Response to customer: < 30 mins

- **Mean Time to Restore**: As defined below, the severity and nature of the issue will determine the maximum timeframe in which the Service should be restored. The stated timeframes reflect the average duration of all occurrences over a period of one year.

For Outage Incident resolution, priority will be determined based on the Severity Level of the reported conditions. Within the Contractor's control, teams will be deployed to resolve Severity One (CRITICAL) or Severity Two (MAJOR) incidents based on the assigned priority level/restoration time.

Critical Outage: Restoration of Service: < 4 Hours

Major Outage: Restoration of Service: < 12 Hours

- **Post Mortem Report**: Upon customer request (*within 15 days after the outage has been resolved*), a Post Mortem report for all Critical or Major Outage incidents will be provided within 5 business days.

4.3.4 To meet the objectives as described in 4.3.3 above, the problem must be reproducible at the Contractor's location, or demonstrated to the Contractor by the Customer Help Desk. The Customer Help Desk's requests, which do not go through the Contractor's TAC and do not have a trouble ticket number assigned, will be excluded from the stated objectives in 4.3.3.

4.4 Self-submission of Trouble Tickets

4.4.1 If poor cell service is detected, the City will contact the Contractor's TAC, after which a ticket will be issued and an investigation into cellular conditions in the area will occur.

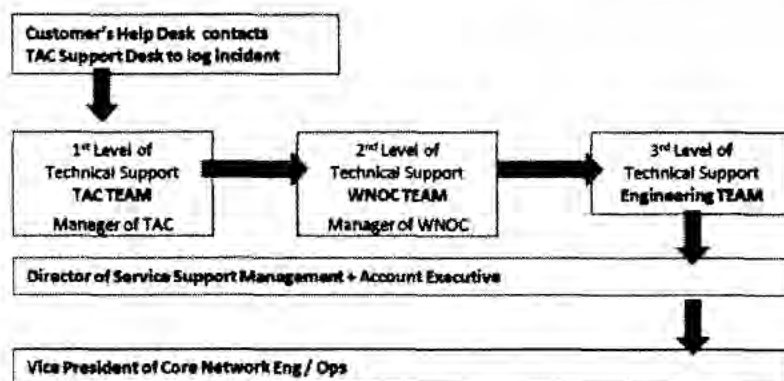
4.4.2 The process for reporting an incident into the Contractor's TAC team will be as follows:

1. Customer to: Contact the TAC Hotline #: 1-800-263-3899
2. Customer to: Provide the Support PIN # (that has been issued)
3. Customer to: Provide contact name and telephone number where the assigned contact can be reached as well as their email address.
4. Customer to: Identify the Contractor's Service that has been affected.
5. Customer to: Identify the severity of the problem and the approximate time when the outage occurred.
6. Customer to: Identify the impact being experienced for the customer's business (if not already apparent).
7. Customer to: Identify any troubleshooting or diagnostic steps that have been taken (exchange of email description is most preferable means of exchanging information).
8. TAC to: Reiterate the nature, severity and description of the problem reported to ensure a correct understanding has been documented.
9. TAC to: Provide "Trouble Ticket #" for future calls/reference.
10. TAC to: Confirm/duplicate the malfunction, but only at times and under circumstances when doing so will not reasonably interrupt service to the user base of the relevant Customer. If not reproducible, TAC may ask the Customer to assist. **NOTE:** this activity may not occur at the same time when the ticket is being created.

4.4.3 As deemed necessary (usually for Critical issues), TAC will establish a conference bridge and will request various participants to attend (customer included).

4.5 Escalation Process

4.5.1 The Contractor offers three levels of technical support. TAC provides the first level of support for initial problem resolution. If TAC requires additional expertise, the Wireless Network Operations Centre (WNOC) team (second level of support) is engaged. If the WNOC requires additional expertise, the Engineering team (3rd level of support) is brought in to help resolve the issue.



4.5.2 At any time, there are two modes of escalation possible: TAC-initiated escalation; or Customer-initiated escalation. If the TAC prime senses insufficient progress has been made in respect when the ticket was opened and its severity, the TAC prime can escalate the matter to the TAC Supervisor or Manager. Similarly, if the Customer feels insufficient progress has been made; the Customer can request that the ticket be escalated to the attention of the TAC Supervisor or Manager.

4.5.3 If the Service restoration times exceed the Response Objectives, the following escalation process will be followed:

Critical Issues	
Time Period	Responsibility
0:00 - 4:00	TAC responsible to customer for incident resolution.
4:00 - 6:00	Escalated to Director of Service Support Management (notified by TAC Manager) Escalated to Account Executive. (notified by TAC Manager)
6:00 -	Escalated to VP - Core Network (notified by Director of Service Support Management)

Major Issues	
Time Period	Responsibility
0:00 -12:00	TAC responsible to customer for incident resolution.
12:00 -18:00	Escalated to Director of Service Support Management (notified by TAC Manager) Escalated to Account Executive. (notified by TAC Manager)
18:00 -	Escalated to VP - Core Network (notified by Director of Service Support Management)

4.5.4 Escalation of other matters (i.e.: minor issues) will be addressed through regular Customer/Contractor mobility review meetings.

4.6 Ticket Closure

4.6.1 For a problem to be "Officially Closed", TAC requires that the Customer provide the final acknowledgement that that ticket has been resolved and the matter closed. TAC will record the date when it deems the matter to be closed as well as the date when the Customer deems the matter to be closed.

4.6.2 TAC closure dates will be used for objective measurements provided both parties have agreed that the ticket is closed and that no additional activities have occurred from the closure date provided by TAC.

4.6.3 The Contractor commits to being on-site for trouble-shooting and resolving any large-scale problems.

5.0 Warranty and Service Commitments

5.1 Hardware/Accessories Warranty

- (a) For the purposes of the Agreement, the warranty period ("**Warranty Period**") is twelve (12) months from the date of Activation (in the case of Hardware) or commencement of use by the City (in the case of Accessories).
- (a.1) For further certainty, the Contractor provides the same warranty for all Spares, inclusive of the manufacturer's warranty, at no cost to the City, except that the Warranty Period will begin at the time of Hardware Activation and not at time of delivery of the Spare to the City.
- (b) The Contractor warrants that for the Warranty Period the Hardware/Accessories, the Hardware/Accessories supplied by the Contractor to the City will be in full conformity with the Requirements as well as samples, if any, and if so, then this is a sale by sample as well as by description within the meaning of the *Sale of Goods Act (BC)*.
- (c) The Contractor further warrants that for the Warranty Period, the Hardware/Accessories will be of merchantable quality, and fit for the intended use and will perform according to the Requirements. HOWEVER, THE CONTRACTOR'S LIABILITY FOR ANY DEFECT IN THE HARDWARE/ACCESSORIES OR FAILURE TO OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION, OR TO COMPROMISE THE PRIVACY OR SECURITY OF ANY COMMUNICATIONS WHILE CLIENT IS USING THE HARDWARE/ACCESSORIES IS LIMITED TO REPAIRING OR REPLACING THE UNIT AS SET OUT BELOW. Despite any other term of this Article 5, the Hardware/Accessories warranted by the Contractor may be repaired or replaced at the Contractor's sole option. Repaired or replaced Hardware/Accessories will be warranted for the balance of the original Warranty Period. The City's rights and remedies under this Article 5 are the City's sole rights and remedies and the Contractor makes no other warranty expressed or implied other than as set out in this Article 5 - *Warranty and Service Commitments*.
- (d) Equipment and materials used in the Hardware/Accessories must be new, free and clear of all liens, charges and encumbrances, the latest model, and delivered complete with all necessary accessories for operation.
- (e) In the event that, at any time during the Warranty Period, any Hardware/Accessories do not meet the Requirements, the following will apply:
 - (i) The Contractor will, at no extra cost to the City, pick up from and return to the City any item (i.e. Hardware or Accessories) that requires repair such pick-up to be within twenty four (24) hours of request by the City. Subject to the specific requirements set out in Section 19.1 of the Agreement, deliveries must be made by the Contractor, at the Contractor's sole risk and expense, to the exact location within the City's worksite, office, or other place, as designated by the City, between 8:00am and 5:00pm PST, dependent on location, Monday to Friday, excluding statutory holidays, unless other arrangements have been

agreed to in writing. A Material Safety Data Sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS legislation.

- (ii) Where, for any reason, the City's Spares are insufficient to provide a temporary replacement, the Contractor will, within two (2) hours of the City's request, deliver to the City Site and Activate the necessary number of additional Hardware Units. For further certainty, the Spares will be provided by the Contractor at no cost to the City, and the Contractor will only receive payment only upon the Spares being Activated. All non-Activated Spares will be kept safely and securely by the City and will be returned in new condition by the City to the Contractor upon the expiry of the Term.
- (iii) Where the City's Spares are sufficient to provide a temporary replacement, the City will, acting reasonably and in consultation with the Contractor, arrange for transportation of the defective Hardware/Accessories back to the Contractor at the Contractor's sole expense. Within seven (7) calendar days of the Contractor's receipt at its warranty/service facility of the defective Hardware/Accessories, the Contractor will repair or replace the Hardware/Accessories with the same or better quality than the defective Hardware/Accessories and deliver same back to the City's Telecom group all at the sole expense and cost of the Contractor. All transportation, taxes, customs, excise, brokerage and other fees incurred by the City to transport the defective containers to the Contractor's designated facility and all transportation, taxes, customs, excise, brokerage and other fees incurred by the Contractor to deliver the repaired or replacement Hardware/Accessories back to the City's designated location as well as all labour associated with such repair or replacement performed on the part of the City or Contractor will be fully and immediately paid by the Contractor or where initially paid for by the City will be promptly reimbursed by the Contractor to the City.

5.2 Service Commitments

- (a) Subject to Section (b), the Contractor confirms that all representations concerning Hardware/Accessories, Services, and network coverage in British Columbia, compatibility, and technology in this Agreement are true and correct and will remain true and correct at all times during the Term.
- (b) Despite Section 5.2(a) but subject to Section 5.2(c), Services are available in the Contractor's and its roaming partners' coverage areas on compatible devices where technology permits. To maintain or improve the Services, or for other business reasons, the Contractor and its roaming partners may make changes to the Services, network or other facilities (including changes in and replacement of technology), and the Contractor and its roaming partners may present:
 - (i) **Network Changes** - enlarge, reduce or change their coverage areas at their discretion, without notice, or
 - (ii) **Updates** - to ensure continuity of the Services, the integrity of the Contractor's network, for proper maintenance of the Hardware and

Services, or to comply with manufacturers' warranties, the Contractor may update the software, features and settings on the Hardware.

The City agrees to and shall permit the Contractor to make such upgrades and changes as necessary without notice.

- (c) However, where such changes in 5.2(b) materially impair the City's ability to use the Services and where Contractor has not corrected such material impairment within fourteen (14) calendar days of receipt of notice from the City then Contractor shall credit the City a pro-rata amount of the monthly (or other fees) fees applicable to the period of time for which the Services were unavailable to the City (subject to any additional rights available to the City or Contractor pursuant to the dispute resolution [Section 35.0 of the Agreement] provisions of the Agreement). At all times, the Contractor shall use commercially reasonable efforts to correct any material impairment of the City's ability to use the Services as per the foregoing notice, above.
- (d) The above service level commitments are subject to the City complying with the following and to the extent but only to such extent that the City fails to comply with the following and such failure directly impacts on the Contractor's ability to provide the Services, the Contractor is not responsible for the provision of such Services: the City is responsible to safeguard the Hardware, and for the use of the Hardware and the Services by the City and any other persons, except where caused by the loss or theft of the Hardware or for other reasons beyond the reasonable control of the City and its Users. The City shall not use or allow others to use the Services or the Hardware where such use:
 - (i) is, for, or results in, any illegal, abusive annoying or offensive activities, including the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, and network or computer devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other clients' service;
 - (ii) consumes excessive network capacity in the Contractor's reasonable opinion, or causes the Contractor's network, or the Contractor's ability to provide services to others, to be materially adversely affected;
 - (iii) to operate or run an email service, web service, news service, chat service, or other services (as opposed to using the Contractor's Services or Hardware Units to access the City's email, the web, etc.).

The City agrees to follow all commercially reasonable service regulations issued or adopted by the Contractor. The Contractor may immediately suspend or terminate the Services to a particular Unit of the Hardware and De Activate that particular Unit of Hardware if the Contractor, acting reasonably, has determined that the User (or a thief or finder of that Hardware) is materially violating any of these "Use of Service" provisions.

THE CONTRACTOR DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR RELIABILITY OR AVAILABILITY OF THE SERVICE.

5.3 Specific Service Requirements for Telephone Numbers

(a) **Telephone Number Ownership**

As required, the Contractor will arrange TOR ("**Transfer of Responsibility**"), transferring the phone number from the City corporate account to a City member for personal use, at no cost to the City.

(b) **Display/Transmission to Other Callers**

The City's telephone number may be automatically transmitted to the person the City calls, other carriers, or to the Contractor. The City may permanently block the display by telling the Contractor when the City requests Activation, or on a per call basis at any time by dialing *67 before the City dials the desired phone number. If the City chooses to permanently block the display, the City can unblock the display by dialing *82 before dialing the desired phone number.

(c) **Transferring Number From Other Service Providers to Bell**

If the City requests to transfer a phone number that is currently assigned to the City from its existing service provider to the Contractor, the Contractor shall make the "transfer-in" request to the City's existing service provider on the City's behalf, at no cost to the City, provided that the City has the right to make the request. The City represents and warrants that it has the right to make the request and authorizes the Contractor to make the transfer-in request to the other service provider on the City's behalf and to share the City's name, telephone number, address and other personal information relevant to the transfer request with the other service provider. The City agrees to complete and sign a request form if necessary. The City cannot transfer the services of the other service provider, including any features, applications or content, IP address, or any device to the Contractor. The City is responsible to pay all amounts owing on its account with the other service provider, including early termination charges if applicable.

(d) **Transferring Number to another Service Provider**

At no cost to the City, provided that the City's assigned account and phone number are active and in good standing, then, in connection with the De-Activation of a Hardware Unit pursuant to Agreement Section 6.3 - *Early Termination Fee*, the Contractor shall forthwith process a "transfer-out" request for the wireless phone number assigned to the City that is made on the City's behalf by, and received by the Contractor from, the City's new chosen service provider. Any Early Termination Fee applicable to the termination of the Services will apply. The City cannot transfer the Services, including any features, applications or content, or IP address, to the City's new service provider. The Contractor may be required to contact City's new service provider. The Contractor may be required to contact the City in connection with a transfer-out request for the purposes of making any adjustments to the City's rate plan, account, invoicing or services that are required as a result of the transfer-out request or termination of the Services, and the City consents to such contact.

The Contractor is not responsible for any interruption, disruption or disconnection of Services associated with the telephone number which is the subject of a transfer request which are beyond its reasonable control.

5.4 The Contractor warrants that its employees and Sub-Contractors have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement.

ARTICLE 6 USAGE PLANS

6.1 General

- i. The Contractor will provide features, including, but not limited to:
 - a. Free mobile-to-mobile calls within the Contractor's network
 - b. Free evenings and weekends voice usage starting at 6pm until 8am
 - c. Unlimited texting (including picture and video texting - in Canada)
 - d. Call display
 - e. Free group mobile-to-mobile calls and Bell to Bell calls
 - f. Pooling of minutes and data across all devices [except for modems and telemetry devices (i.e. M2M)];
 - g. Caller ID
 - h. Enhanced voicemail i.e. 25 messages kept for 14 days (note: if required, visual voicemail on devices that support the visual voicemail feature will be subject to a \$2.50/month/line charge for BlackBerry and iPhone devices)
 - i. Outgoing call number blocking (optional)
 - j. Per-second billing
- ii. The Contractor will include at no additional cost to the City:
 - a. Push to Talk feature (note: PTT devices will not require a data plan)
 - b. Unlimited incoming calls
 - c. TAC Level 1
 - d. Waiving of all connection fees, system access fees, 911 fee, and hardware change fees
 - e. SIM cards
- iii. The Contractor's rate plans will allow for pooled data and voice minutes, to ensure that the City minimizes or eliminates costly overages. The Contractor will provide unlimited text messaging, inclusive of video- and picture-messaging.
- iv. The Contractor will, upon the City's request, disable text messaging and internet access on a line-by-line basis.

- v. The Contractor will provide a minimum of 3GB of data per data plan subscriber, pooled across City, across all devices (smartphones, turbo sticks, and tablets), at a monthly cost of \$27.
- vi. If and when a lower rate (i.e. reduced service price) or a new feature is launched by the Contractor, the Contractor will ensure that the City is made aware of, and is offered the lower rate (i.e. reduced service price), or the new feature, as applicable. Any or all reductions to service prices will be reflected in addendums to the contract.
- viii. The Contractor will arrange for, and waive any cost related to the transfer of responsibility from a corporate account to a personal account.
- ix. The Contractor will ensure the expiry date of each phone number under the contract will be posted online via a secure system.
- x. The Contractor will make clear in all documents related to billing and/or reporting, the name of the owner of the devices (i.e. City).
- xi. The Contractor will provide electronic versions of any contractual documentation to the City.
- xii. The Contractor will ensure the security of voice, email and data transmission through the use of carrier-grade authentication mechanisms supported by the UMTS Encryption Algorithm. In addition to this encryption type, the network will support a variety of other standard encryption mechanisms such as SSL, HTTPS and others, to protect voice, data, and email in transit. The Contractor will not intentionally interfere with any security mechanisms used by the City.
- xiii. In addition to the SIM cards that come with every new device, additional SIM cards (30) will be provided by the Contractor to the City upon the City's request, at no cost to the City.
- xiv. The Contractor will meet with the City on a quarterly basis (for an account review) to analyze the bills to ensure that the City is the most effective and efficient as it relates to costs. During the quarterly account reviews, the Contractor will identify any costs that can be reduced or if there are any City users that should receive features to reduce costs. The Contractor's Corporate Client Care (CCC) team also audits the invoice on a monthly basis to ensure correctness. If there is an error with the bill, the error will be caught before the City sees it on the invoice.
- xv. In order to ensure that voice calls are billed based on the City's Canadian rate plan, and not billed as U.S. roaming charges, the Contractor has specified accidental roaming areas in place in the following regions:
 - Victoria area and White Rock, B.C.;
 - Kingston to Cornwall, Windsor to Sarnia, Niagara on the Lake to Fort Erie, and Sault Ste. Marie, Ontario;
 - Quebec border area with upstate New York and Vermont; and
 - New Brunswick border to Maine.
- xvi. The Contractor will allow the City to change phone numbers, at no cost to the City.

xvii. The Contractor's plan descriptions and prices are listed in Appendix 5 - Plan Prices.

6.2 Roaming and Long Distance

- i. If a corporately-available feature becomes available that is advantageous to the City, the Contractor will discuss with the City and look into creating an addendum to add the feature. During quarterly reviews with the City, the Contractor will review all pricing and features that may be beneficial to the City.
- iii. The Contractor will allow cancellation of out-of-country plans in advance of travel, with no penalty, if not required;
- iv. The Contractor will allow cancellation and/or refund of out-of-country plans, if service experienced was unacceptable;
- v. The Contractor will introduce self-managed plans for international travel. This plan is designed to be cost-effective and to reduce any administration required of the City in relation to international travel.
- vi. The Contractor will offer additional roaming and long distance as described in 7.1, below.

6.3 Out-of-Contract Lines

- i. The Contractor will allow for pooled minutes across all devices and platforms.
- ii. The Contractor will provide numbers, on an emergency basis, (i.e. numbers required immediately to support a project), as required.
- iii. The Contractor will not place a limit on the number of out-of-contract lines that the City can have.
- iv. The Contractor will not place a time limit on how long the City can keep the out-of-contract lines active.
- v. The Contractor will not charge the City for canceling the out-of-contract line at any time.
- vi. The Contractor will offer the City "month-to-month service plans" (on out-of-contract devices) at the same cost as those under contract, throughout the term of the contract.

ARTICLE 7 NETWORK COVERAGE

7.1 The Contractor's data speeds and coverage provided to the City are as follows:

- i. Up to 150 Mbps
- ii. Network will not fall back to 2G
- iii. HSPA network
- iv. 4G LTE network

	HSPA+	HSPA+ Dual Carrier	LTE
Peak Speeds	up to 21 Mbps download up to 5.76 Mbps upload	up to 42 Mbps download up to 5.76 Mbps upload	up to 75 Mbps download up to 50 Mbps upload
User Experience	Expected average download speeds of 3.5 to 8 Mbps Expected average upload speeds of 2 to 4 Mbps 98% of the population of Canada	Expected average download speeds of 7 to 14 Mbps Expected average upload speeds of 2 to 4 Mbps 83% of the population of Canada	Expected average download speeds of 12 to 25 Mbps Expected average upload speeds of 8 to 11 Mbps 81% of the population of Canada (89% of the population of British Columbia)

7.2 If poor coverage is experienced within a City building, the Contractor will test to determine signal strength, develop solutions, and rectify at the Contractor's expense, inclusive of the Contractor's dedicated Project Manager from its in-built team to work with the City for project planning and construction of the in-built systems. Examples of poor coverage and the Contractor's approach to rectify include, but are not limited to:

- The Contractor will provide design, implementation and optimization engineering services to deploy in-building systems in cases where indoor coverage is required but the network signal is weak.
- The Contractor will implement in-building solutions in cases where call-blocking is detected due to RF penetration issues inside City buildings. An in-building solution will be initiated upon the City's request as logged with the Contractor's Account Manager. Upon receiving the City's request, the Contractor will perform site surveys to assess the indoor coverage at the City building, and will design and implement an in-building solution to resolve coverage issues, bearing all costs associated with the in-building solution.

ARTICLE 8 ROAMING AND LONG DISTANCE

8.1 Further to 6.2 above, the Contractor will offer:

- US pay-per-use roaming rate of \$0.20 per minute for voice roaming
- SmartShare Account level US Roaming package (pooled data and text messages) at a bundled cost of \$20/month plus 100MB of data and 200 text messages sharable over the entire City account. Out of bundle rates of: \$0.10 per text for text roaming; \$0.20 per MB for data roaming. North America Data plans covering Canada and US at a cost of \$30/month for 1GB PDA North America, or \$35/month for 1GB BlackBerry North America data
- International voice roaming pay per use rates (note: countries included in each Zone are subject to change):

Zones 1 +2 - \$1/minute and
Zone 3 - \$2.75/minute

International data roaming pay per use rates:
Zones 1+2 - \$4/MB and
Zone 3 - \$10/MB

Alternatively, the City can use Bell's International Flex plans for data while travelling.

Corp Data Flex Zone 1 (Intl Roaming):

0 MB: \$0,
Up to 50 MB: \$30,
Up to 200 MB: \$100,
Over 200 MB: \$100 + \$0.50/MB

Corp Data Flex Zone 2 (Intl Roaming):

0 MB: \$0,
Up to 20 MB: \$40,
Up to 50 MB: \$100,
Over 50 MB: \$100 + \$2.00/MB

Corp Data Flex Zone 3 (Intl Roaming):

0 MB: \$0,
Up to 5 MB:
\$50, Up to 15 MB:
\$100, Over 15 MB:
\$100+\$6.67/MB

¹Zone 1:

ÅLAND ISLANDS, ALBANIA, ANDORRA, ANGUILLA, ANTIGUA & BARBUDA, ARUBA, AUSTRALIA, AUSTRIA, BARBADOS, BELGIUM, BERMUDA, BONAIRES, BOSNIA and HERZEGOVINA, BRITISH VIRGIN ISLANDS, BULGARIA, CAYMAN ISLANDS, CHINA, CROATIA, CUBA, CURACAO, CYPRUS, CZECH REPUBLIC, DENMARK, DOMINICA, DOMINICAN REPUBLIC, ESTONIA, FAROE ISLANDS, FINLAND, FRANCE, FRENCH GUIANA, GERMANY, GIBRALTAR, GREECE, GREENLAND, GRENADA, GUADELOUPE, GUERNSEY, HAITI, HONG KONG, HUNGARY, ICELAND, IRELAND, ISLE OF MAN, ISRAEL, ITALY, JAMAICA, JAPAN, JERSEY, KOSOVO, LATVIA, LIECHTENSTEIN, LITHUANIA, LUXEMBOURG, MACAU, MACEDONIA, MALTA, MARTINIQUE, MEXICO, MONACO, MONTENEGRO, MONTserrat, NETHERLANDS, NEW ZEALAND, NORWAY, POLAND, PORTUGAL (INCLUDES THE MADEIRA ISLANDS AND THE AZORES), ROMANIA, SABA, SAN MARINO, SERBIA, SINGAPORE, SINT ST. MAARTEN, SLOVAKIA, SLOVENIA, SPAIN (INCLUDES THE CANARY ISLANDS, THE BALEARIC ISLANDS (MALLORCA, MENORCA, IBIZA), CEUTA AND MELILLA), ST. BARTHELEMY, ST. EUSTATIUS, ST. KITTS & NEVIS, ST. LUCIA, ST. MARTIN, ST. PIERRE & MIQUELON*, ST. VINCENT & THE GRENADINES, SWEDEN, SWITZERLAND, TAIWAN, TRINIDAD & TOBAGO, TURKEY, TURKS & CAICOS, UNITED KINGDOM (INCLUDES ENGLAND, SCOTLAND, WALES, AND NORTHERN IRELAND), VATICAN CITY

²Zone 2:

ALGERIA, AMERICAN SAMOA*, ARGENTINA, ARMENIA, AZERBAIJAN, BAHRAIN, BANGLADESH, BELARUS, BHUTAN, BOLIVIA, BRAZIL, BRUNEI, CAMBODIA, CHILE, COLOMBIA, COSTA RICA, ECUADOR, EGYPT, EL SALVADOR, FALKLAND ISLANDS*, FIJI, GEORGIA, GUAM, GUATEMALA, GUYANA, HONDURAS, INDIA, INDONESIA, IRAQ, JORDAN, KAZAKHSTAN, KUWAIT, KYRGYZSTAN, LAOS, LIBYA, MALAYSIA, MALDIVES, MAURITIUS, MAYOTTE, MOLDOVA, MOROCCO, NAUURU, NEPAL, NICARAGUA, NORTHERN MARIANA ISLANDS, OMAN, PAKISTAN, PALESTINIAN TERRITORY, PANAMA, PARAGUAY, PERU, PHILIPPINES, QATAR, REUNION, RUSSIA, SAMOA, SAUDI ARABIA, SEYCHELLES, SOUTH AFRICA, SOUTH KOREA, SRI LANKA, SURINAME, SYRIA*, TAJIKISTAN, THAILAND, TUNISIA, TURKMENISTAN*, UKRAINE, UNITED ARAB EMIRATES (INCLUDES DUBAI AND ABU DHABI), URUGUAY, UZBEKISTAN, VENEZUELA, VIETNAM, WESTERN SAHARA, YEMEN

³Zone 3:

ANGOLA, BELIZE, BENIN, BOTSWANA, BURKINA FASO, BURUNDI, CAMEROON, CAPE VERDE, CENTRAL AFRICAN REPUBLIC, CHAD, COMOROS*, CONGO, CONGO (Democratic Republic), COOK ISLANDS*, COTE D'IVOIRE, DJIBOUTI, EAST TIMOR, EQUATORIAL GUINEA, GABON, GAMBIA, GHANA, GUINEA, GUINEA BISSAU, KENYA, LESOTHO, LIBERIA, MADAGASCAR, MALAWI, MALI, MAURITANIA, MICRONESIA (FEDERATED STATES OF)*, MONGOLIA, MOZAMBIQUE, NAMIBIA, NEW CALEDONIA, NIGER, NIGERIA, NORFOLK ISLAND*, PALAU, PAPUA NEW GUINEA, RWANDA, SENEGAL, SIERRA LEONE, SOLOMON ISLANDS*, SOUTH SUDAN, SUDAN, SWAZILAND, TANZANIA, TOGO, TONGA, UGANDA, VANUATU, ZAMBIA, ZANZIBAR, ZIMBABWE

⁴Zone 4:

AFGHANISTAN, BAHAMAS, ETHIOPIA, FRENCH POLYNESIA (INCLUDES TAHITI), LEBANON, CRUISE SHIPS, IN-FLIGHT SERVICES

8.2 Within 1-2 business days of receiving an email from the City requesting activation of an individual roaming plan, or other changes impacting service, the Contractor will make effective the requested activation or changes. For service changes requested by phone during regular business hours (Corporate Client Care from 8am to 5pm Monday to Friday, excluding Statutory holidays), the Contractor will make same-day, real-time changes to service.

8.3 The Contractor will offer options to limit roaming costs that would be applied to an individual device each month.

8.4 The contractor will offer Bell to Bell National calling, to enable the City's mobile numbers to call any Bell mobile phone in Canada free of long distance charges. The City will have access to account level pooled Canada to Canada, and Canada to US long distance minutes.

ARTICLE 9 HARDWARE AND ACCESSORIES

9.1 The initial device replacement offered by the Contractor will consist of deploying new devices to the City (refer to Schedule B - Pricing for an initial list of Hardware and Accessories offered), to ensure network optimization and compatibility and to fully utilize manufacturers' warranties. The City reserves the right to retain network-agnostic devices such as tablets and modems.

9.2 The Contractor will deliver new devices to the City with fully charged batteries, the latest OS, installed SIM and SD cards and correct voice and/or data plans activated, as required, and at no additional costs to the City.

9.3 The Contractor will provide the City with demonstrations on hardware product lines as new products, accessories, and/or services become available, and a minimum of two demo units for a minimum period of two weeks.

9.4 The Contractor will be responsible for handling and enforcing all applicable warranty claims, with the exception of warranty claims related to: modems; and all iOS devices which the City purchases directly from Apple. The Contractor will offer a one-year manufacturer's standard warranty for new wireless devices purchased through the Contractor. Devices requiring an in-warranty repair for a manufacturer's defect within the first 12 months from date of purchase are not subject to repair charges. For all defects covered by the one-year manufacturer's standard warranty, the Contractor will ensure that the manufacturer repairs (or, at the manufacturer's discretion, exchange the new device with a new or refurbished device) the new device, and in cases where the manufacturer exchanges the new device with a refurbished device, the refurbished device will carry a warranty period equivalent to the greater of: the remainder of the original/new device's warranty; or 90 days from the date of replacement.

9.5 The manufacturer's one-year standard warranty will not cover defects or damage caused by:

- a. Improper storage (e.g. subjecting a device to extreme temperatures and moisture (such as wet conditions, snow, spills), operating a device below -2°C, storing a device below -20 °C, and warming a cold device quickly)
- b. Damage from liquids
- c. Unauthorized modification
- d. Misuse, abuse, neglect
- e. Accidents
- f. Alteration
- g. Improper installation
- h. Abnormal operating conditions
- i. Events outside of human control, such as natural disasters

9.6 Under the one-year manufacturer's standard warranty, the following devices will always be replaced with a new or refurbished model, within 2 business days, where there is a loaner pool available, and where there is no loaner pool, 5 business days (excluding weekends and holidays):

- a. Turbo sticks, air cards, and Hubs
- b. Apple iPhones

9.7 The Contractor will send smartphones or mobile phones requiring repair to an authorized service centre.

9.8 The Contractor will ensure a best effort 5 business day turn-around time for device repair, and will provide the City an onsite pool of loaner devices.

9.9 The Contractor will make best efforts to repair and return the original BlackBerry to the end user to allow for continuity of PINs. However, while the device is out for repair, the Contractor will provide a loaner BlackBerry, which will have a different PIN. If the end user is engaged in PIN to PIN messaging, the end user will be required to manually inform his/her contacts with the new loaner BlackBerry PIN number, in order to maintain direct PIN to PIN messaging. Upon return of the repaired device, all contacts in the PIN, BlackBerry Messenger contact list or Corporate Database can be automatically informed of the new PIN number, and the end user will go back to the original PIN to allow for PIN continuity and will update the different contact lists or Database.

9.10 The Contractor will pick up from, and return to any City location any item (i.e. device, part, accessory, etc.) that requires repair as directed by City Telecommunications.

9.11 The Contractor will set up a courier service (by bike or electric car) which the City can use for items to be picked up and delivered to the Contractor at no cost to the City.

9.12 The Contractor will provide City Telecom with weekly checks and status updates on hardware repair(s).

ARTICLE 10 BUY-BACK PROGRAM

10.1 The Contractor will offer a hardware buy-back program for any devices which are to be replaced, and for older devices which have no recycle value. The buy-back values may be adjusted by the Contractor on a monthly basis, and will be applicable during the term of the Agreement. Payments will be processed on the 16th of each month. The Contractor will present options to the City on how to apply the recycle value. By way of example, the recycle value may be applied to the acquisition of new hardware or accessory items, or as a credit to the City, to reduce an invoice payable amount.

10.2 The recycle value offered by the Contractor may be affected by the condition of the device, such as whether:

- the device powers on;
- the keypad and/or touch screen are functional;
- the screen and/or body are cracked;
- there are signs of liquid damage; and/or
- the battery and battery cover are missing.

10.3 The Contractor will ensure, and provide the City with written confirmation, that any devices in the Buy-Back Program have been wiped by the Contractor prior to final disposition.

ARTICLE 11 TRAINING

11.1 The Contractor will provide customized individual and classroom end user and technical training, as and when required by the City. The Contractor's trainers will be in-house certified training specialist(s). The Contractor will also arrange for Apple, BlackBerry, Android, and Windows Phone dedicated training specialists to provide additional device-specific classroom training to the City's users, as part of the Transition Plan.

11.2 The Contractor will provide the City with the following end user guides for all new devices throughout the term of the contract (text and/or video):

- a. BlackBerry:
Links to demo videos, manuals, FAQs, and tips & tricks documents - available and maintained on BlackBerry.com.
- b. Apple:
Online user guides for all devices, available at apple.com/support/iphone and support.apple.com/basics/iphone.
- c. Android: equivalent to what will be provided for BlackBerry and Apple end user guides
- d. Windows Phone: equivalent to what will be provided for BlackBerry and Apple end user guides

11.3 The Contractor will provide the following end-user training (to cover basic functionality to full tips and tricks for productivity) on-site, predominantly by live demonstration, at City offices for each new device, throughout the term of the contract:

11.3.1 BlackBerry:

- a. During the project planning stage, a BlackBerry trainer will be made available to provide City-specific customized user training to the City's project team
- b. In preparation for deployment, the Contractor will work with the City to set up initial device orientation and subsequent training sessions at City locations
- c. After deployment, BlackBerry will offer City-specific customized training sessions in person, and through webinar sessions, and additional training will be set up as new software and devices are released. The training agenda will be customized to comply with the City's IT policies
- d. City-specific customized webinar sessions will be provided, and recorded for access through the City's intranet site.

11.3.2 Apple:

- a. In the first year of the contract, the Contractor will provide an Apple technical resource to complete 2 days of onsite end user training sessions, approximately 1 hour in length per session, with multiple sessions held on each of the two days. The two days of end user training sessions will be completed consecutively and within 60 days of migration to Bell, to be scheduled at mutually agreed upon dates and times.
- b. End user training sessions will assist end users in becoming familiar with & more productive on their Apple device. End user training sessions will include, but not be limited to: tips & tricks around settings; improving productivity by learning different shortcuts; text input methods; application overview of built-in apps; and application overview of other 3rd-party apps popular with corporate customers.
- c. In each of the second and third years of the contract, the Contractor will offer the City an Apple technical resource who will complete one day of onsite and user training (i.e. one day per year) at a time mutually agreed upon date and time.

11.3.3 Android:

- a. each year, as required by the City, the Contractor will provide a technical resource to complete 1 day of onsite end user training sessions, approximately 1 hour in length per session, with multiple sessions held in 1 day. The 1 day of end user training will be scheduled at a mutually agreed upon date and times.

- b. End user training sessions will assist end users in becoming familiar with & more productive on their Android device. End user training sessions will include, but not be limited to: tips & tricks around settings; improving productivity by learning different shortcuts; text input methods; application overview of built-in apps; and application overview of other 3rd-party apps popular with corporate customers.

11.3.4 Windows Phone:

- a. each year, as required by the City, the Contractor will provide a technical resource to complete 1 day of onsite end user training sessions, approximately 1 hour in length per session, with multiple sessions held in 1 day. The 1 day of end user training will be scheduled at a mutually agreed upon date and times.
- b. End user training sessions will assist end users in becoming familiar with & more productive on their Windows Phone device. End user training sessions will include, but not be limited to: tips & tricks around settings; improving productivity by learning different shortcuts; text input methods; application overview of built-in apps; and application overview of other 3rd-party apps popular with corporate customers.

11.4 The Contractor will provide the following end user training materials on the City specific portal:

- a. City-specific videos recorded of the training sessions with the manufacturers' dedicated training specialists, for the City to store on the City's internal servers and accessed by end users as required.
- b. BlackBerry: copies of all BlackBerry end user training used; and links to recorded BlackBerry webinars of end user training
- c. Apple: the Contractor recommends that the City provide a hyperlink on the City's Intranet to www.apple.com/support/iphone for online device assistance, and to www.support.apple.com/basics/iphone for interactive training/user guide.
- d. Technical training for MDM and reporting, billing, and usage plans/roaming/push-to-talk, etc. (key features), best practices for MACD, Price Plan Analysis (PPA)
- e. Training for IT Help Centre staff (e.g. MDM password resets, Tier 1 Support)

ARTICLE 12 SUSTAINABILITY

12.1 The Contractor will provide the City with:

- 1. Direct delivery services (e.g. bike couriers), and will invest in an electric vehicle for the Account Representative to use for all City-related deliveries where bike courier is utilized.
- 2. Minimal product packaging which meets the following guidelines:
 - a. Is recyclable in BC;
 - b. Does not contain Styrofoam or other hard-to-recycle materials;
 - c. Has greater than 50 percent post-consumer recycled content in paper product;
 - d. Does not contain halogenated compounds (e.g. bromine, chlorine, antimony oxide, polybrominated diphenyl ether flame retardants, etc.); and
 - e. Does not contain inks, dyes, pigments, stabilizers or any additives to which any lead, cadmium, mercury, or hexavalent chromium has been intentionally introduced.
- 3. A declaration that packaging does not contain inks, dyes, pigments, stabilizers or any additives to which any lead, cadmium, mercury, or hexavalent chromium has been intentionally introduced.

4. Assurance that recyclable material is marked such that:
 - a. paper and cardboard recyclability is identified with the appropriate Mobius loop logo;
 - b. plastics are identified in accordance with ISO 11469 standards; and
 - c. any biodegradable/compostable plastic materials are clearly identified.

ARTICLE 13 MOBILE DEVICE MANAGEMENT (MDM)

13.1 The Contractor's MDM solution will meet the following criteria:

1. Device Control
 - a. The MDM solution will allow for the remote disabling (locking) and re-enabling (unlocking) of a device with high reliability, and will provide confirmation that the device has been disabled.
 - b. The MDM solution will allow for the remote wiping of all City data from a device with high reliability, and will provide confirmation from the device that the wipe command has been received.
 - c. The MDM solution will allow for remote configuration of device data roaming functionality.
 - d. The MDM solution will be able to:
 - i. remotely wipe all data to factory specifications
 - ii. wipe City (business) data only

as required by the City's administrator.
 - e. The MDM solution will allow for a remote update of the device roaming configuration settings.
 - f. The MDM solution will allow for integration with the City's existing (WebSense) or future web content filtering software (i.e. via proxy server located on City premises).
 - g. The MDM solution will be able to remotely backup device settings and files and allow them to be restored to a replacement device (or the same device in case of a lost/wipe/found event).
2. Ease of Deployment
 - a. Any local device application(s) required by the MDM solution will be able to be pre-installed by the City's wireless service provider before the device is provided to the City user.
 - b. The MDM solution will allow for device pre-configuration by the Contractor up to the point of user authentication.
3. User Interaction
 - a. Any user interaction required by the MDM software during initial deployment will be minimized so that the user is able to self-provision devices with little to no interaction, other than authentication against the City's Active Directory service.
 - b. A user will be able to enroll a new or reprovisioned device using a valid City username and matching password.
 - c. The ability for an administrator to enroll a specific user on a mobile device using only the administrator's credentials (i.e. without requiring the user's credentials).
4. Device Support
 - a. The MDM solution will support Blackberry devices (BB10 and up) and Apple iOS (7.0+) devices.
 - b. The MDM solution will support Android (4.0+) and Windows Phone (8.1+) devices.
 - c. The ability to support Windows 7, 8+, Mac OS X 10.7+ and Linux.

5. Geolocation Functionality
 - a. The MDM solution will include functionality to locate a lost or stolen device using GPS.
 - b. The MDM solution will include the ability to restrict access to the location functionality to authorized users, and will include auditing functionality to record when, and by whom, location information is accessed from the MDM system.
6. Credential Management
 - a. The MDM solution will support the enforcement of SSL certificate validation.
 - b. The MDM solution will support the provisioning of device certificates.
 - c. The MDM solution will manage any required City credentials (i.e. apple ID, VPN group password, etc.) in a secure fashion without the knowledge or intervention of the device user.
 - d. The MDM solution will support certificate enrollment using SCEP.
 - e. The MDM solution will support the provisioning of user certificates in addition to device certificates.
7. Data Encryption
 - a. The MDM solution will support the application of encryption policies on the device such that all City data on the device is encrypted and protected by a password that meets the City's current password policy (in terms of complexity and lifetime).
 - b. The MDM solution will, at minimum, support AES 128 bit encryption.
 - c. If the MDM solution does not currently support AES 128 bit encryption, the MDM solution will provide a minimum of 3DES encryption and provide a roadmap showing that a minimum AES 128bit encryption will be available in 2015.
8. Network Selection
 - a. The MDM solution will allow for the remote provisioning of network VPN software and credentials (certificate or other).
 - b. The MDM solution will allow restrictions to be placed on the ability of individual applications to connect to WiFi or Carrier networks without using a VPN.
 - c. The MDM solution will support the configuration of per-application VPN restrictions.
 - d. The MDM solution will allow configuration of a policy to ensure that specific applications only access the carrier network (i.e. disallow WiFi).
 - e. The MDM solution will allow configuration of a policy to prevent an application or list of applications from accessing non-City WiFi networks.
9. Application Policies
 - a. The MDM solution will support the blacklisting of applications on iOS, Blackberry, and Windows Phone (if Windows Phone is to be considered supported).
 - b. If Android is to be considered as a supported platform, the MDM solution will support application whitelisting and blacklisting on this platform.
 - c. The MDM solution will support the suppression of device OS updates based on City requirements.
 - d. The MDM solution will support the remote installation and upgrade of City applications.
 - e. The MDM solution will support the suppression of updates to installed applications based on City requirements.
 - f. The MDM solution will support the remote removal of applications at the City's discretion.
 - g. The MDM solution will support simple user-friendly selection and installation of City approved applications (i.e. City App Store) on devices.
10. Business / Personal Separation
 - a. The MDM solution will prevent the sharing of City data from secured applications on the device to insecure applications on the device (e.g. prevent City email from being directly copied to personal email folders).

11. Policy Enforcement

- a. The MDM solution will be able to take automatic action to restrict a device if it determines that MDM policies have been violated on the devices.
- b. The MDM solution will be configurable to alert relevant parties in real time when designated device policies are violated.
- c. The MDM solution will be able to warn a user if a device policy has been violated and (where possible) provide the user with information on how to remedy the violation.
- d. The MDM solution will have a grace period (to be determined by the City) during which the user is able to remedy a violation of device policy before the device is automatically restricted.

12. Reporting

- a. The MDM solution will be able to report the details of any policy violation and the remediation details (if any).
- b. The MDM solution will be able to provide reporting information on each device covered by the MDM, including the following details:
 - i. Device identifier (Serial number)
 - ii. Device phone number
 - iii. Last connection from the device
 - iv. Carrier status of the device (on network / roaming)
 - v. User associated with MDM on the device
 - vi. Policy enforcement status of the device
- c. The MDM solution will be able to report:
 - i. Approximate geographical area of the device when it last checked in with the MDM (i.e. the area of the City where the device was located).
 - ii. SIM card information
 - iii. Device IMEI
 - iv. Data and voice usage (last 3 months and month to date)

13. Legal/Audit Requirements

- a. The MDM solution will store all user and City MDM data within the Dominion of Canada.
- b. The MDM solution will be configurable to prevent the storage of City data to cloud services unless explicitly allowed by City policy.
- c. The MDM solution will allow for administrative scoping - i.e. administrative access to a subset of mobile devices will be restricted to a subset of users.
- d. The MDM solution will log all administrative access in an auditable fashion.
- e. The MDM solution will remain a supported platform throughout the lifetime of the Agreement.
- f. The MDM solution will record: authentication failures; attempts to tamper with the device hardware/software; and attempts to access unauthorized information.

ARTICLE 14 HARDWARE PLANS

14.1 The rates, Credits, and Plans proposed by the Contractor are fixed for the Term of the Agreement unless the Contractor offers, and the City accepts, better rates, Credits and/or Plans.

14.2 The Contractor will provide, if requested by the City, individual Plans for each hardware device .

14.3 If the City requires Plans to be temporarily suspended, the Contractor will waive the \$15 temporary suspension fee to \$0 monthly. The effect of the temporary suspension will be to extend the Plan commitment by the duration of the suspension period.

14.4 For devices purchased without a Plan and devices purchased with a Plan but that are not subsidized, the City may cancel such Plans anytime without paying a cancellation fee or termination costs.

14.6 Plan pricing is not affected by individual hardware contract terms. The Contractor will offer the City fixed Plan pricing levels for the length of the Agreement Term unless the Contractor offers, and the City accepts, better Plan pricing.

ARTICLE 15 PURCHASE OF HARDWARE, ACCESSORIES, PLANS

15.1 The Contractor will provide:

- a. one central location (if the City selects eTelesolv (Cimpl tool)) to place all orders for devices, accessories, and usage plans (including roaming and data plans).
- b. a web portal for City staff use, showing only information and options specific to the City and approved by designated City staff
- c. designated administrative users with a unique login ID to order wireless devices, accessories and usage plans
- d. a generic login ID so end users can browse wireless devices, accessories and various usage plans and options, without ordering
- e. the City with the ability to enter wireless repair requests through the portal
- f. a confirmation email of each order to specific email addresses
- g. an order number and allow users to check order status through the portal with their order number
- h. generated hardware/accessory purchasing reports
- i. fulfillment of all City orders within one business day (e.g. except in back-order situations that apply to other Contractor customers)
- j. the City with occasional same day rush activations/deliveries
- k. delivery of the devices to the end users in person or via courier
- l. any pickup or delivery service at no cost to the City

ARTICLE 16 MONTHLY USAGE AND HARDWARE INVOICING

16.1 The Contractor will provide a single monthly consolidated bill for all devices separated by City division, department, cost centre, user name and cell number. The Contractor's monthly consolidated bill will be in the form of an electronic invoice (including division, department, cost centre, and cost - in a format required by the City) for payment and cost distribution. The Contractor's monthly consolidated bill will reflect any applicable refunds (showing relevant City cost centre). Hardware and accessories purchases will be reflected in the monthly consolidated invoice total, showing details by category.

16.2 The Contractor will allow authorized City staff to view specific portions of the bill (for which they have responsibility), via a secure web site, with password protection.

16.3 The Contractor will allow individual City staff to view their own bill via a secure web site, with password protection, if the City selects eTelesolv (Cimpl).

16.4 The Contractor will have a process to resolve billing issues arising from cellular phones roaming to a stronger American carrier signal, even though the cellular phones are physically in Canada. The Contractor will resolve billing issues up to 90 days of the City bringing it to the attention of the Contractor.

16.5 The Contractor will provide online billing statements which will include details on division, department, cost centre, cost, name, cell number, and usage. The Contractor will update information on the online billing statements as the City notifies the Contractor using a manual or online/automated method.

16.6 The Contractor will ensure that signatures are received on all orders (packing slips which contain all details required by the City) and that signed copies are retained electronically or in hard copy available for reference for a minimum of 12 months (in the event of a billing enquiry or dispute). The Contractor will provide the City with a signed copy of each packing slip upon delivery of each order.

16.7 The Contractor will send an email weekly to City Telecom summarizing all new activations, outstanding orders and ETA of delivery dates.

ARTICLE 17 REPORTS

17.1 The Contractor will provide:

- a. mobile device usage reports, including detail, summary and threshold reports
- b. account status reports, including inventory and contract detail reports

17.2 All of the reports will be secured with access only for authorized individuals to view information for their areas of responsibility.

17.3 All of the reports will include all information available on the Contractor's invoice (data usage, data cost, voice usage, voice cost, number of texts, text cost, etc.).

All of the reports can be exported to Excel for further manipulation and/or email.

17.4 Report Types:

- a. the Contractor will provide monthly detail reports by device, grouped by cost center, division, department, name and number
- b. the Contractor will provide monthly summary reports by device, grouped by cost center, division, department, name and number
- c. the Contractor will provide multiple threshold reports (which can be auto-generated monthly) by device based on City defined criteria (data usage, total invoice amount, monthly roaming, low or no usage, for example) by device, grouped by cost center, division, department, name and number

- d. the Contractor will customize and provide the City with inventory reports which would include division, department, number, user name, cost center, brand/model of device, contract expiration, invoice date and rate plan
- e. The Contractor will give the City the ability to manage the Contractor's plan-governing contracts within the reporting tool (e.g. Cimpl), such that the plan-governing contracts can be assigned to authorized City staff, providing authorized City staff with email alerts when contract expiry is approaching, and allowing the tracking of SLAs within the contract.

17.5 Report Access:

- a. the Contractor will provide secure, online access to City mobile device usage and status reports, as described in this Article 16.
- b. the Contractor will allow (for example, through Cimpl integration with AD and/or SAP, or manual authorization) the City's designated/authorized managers the ability to review and run reports (for example, through the Cimpl web portal) only for their departments, with password protection.

17.6 Report Information:

The Contractor will ensure that report information is automatically kept current and consistent with the billing information, as follows:

- a. the Contractor's invoices will upload monthly into the reporting tool (e.g. Cimpl);
- b. inventory information will be the responsibility of the Contractor;
- c. the Contractor will ensure that information from weekly or monthly fulfillment files will be uploaded into the reporting tool (e.g. Cimpl) for automatic population of inventory fields;
- d. the historical usage information will be available for reporting for two years, and a minimum of two years' of information will be available throughout the service life of the Contractor's reporting tool (e.g. Cimpl);
- e. the Contractor will provide the City with access to historical billing and usage information for a minimum of seven years after the such information is first generated; and
- f. the Contractor will be able to re-assign a device to a new user and secure the historical account usage and details such that the information is not available to the new device user, but still accessible to the manager responsible for the device.

17.7 Training:

The Contractor will provide training in the following formats:

- Administrator-based training conducted onsite or via webconference
- End User training onsite or via webconference (7.5 hours)
- Refresher training onsite or via webconference (7.5 hours) coinciding with a new release of the reporting tool

In addition, the Contractor will provide a web link containing End User guides, accessible through the City's intranet site.

ARTICLE 18 BUSINESS CONTINUITY AND DISASTER RECOVERY

18.1 The Contractor will have:

- a. security inherent to its core network, inclusive of all relevant monitoring tools and policies. The Contractor will be able to demonstrate (to the City's satisfaction) the Contractor's process for keeping secure and protecting the confidentiality of City- related information;
- b. a Disaster Recovery Plan, including details on back-up center(s) and system redundancies, and will have an Emergency Response Plan, which will be made available to the City upon the City's request; and
- c. a Contingency Plan, which would take effect if the City's service is interrupted or unavailable, and will have a system in place to respond to the City's priorities for resumption of services to the fullest extent possible.

18.2 Network Infrastructure and Redundancy

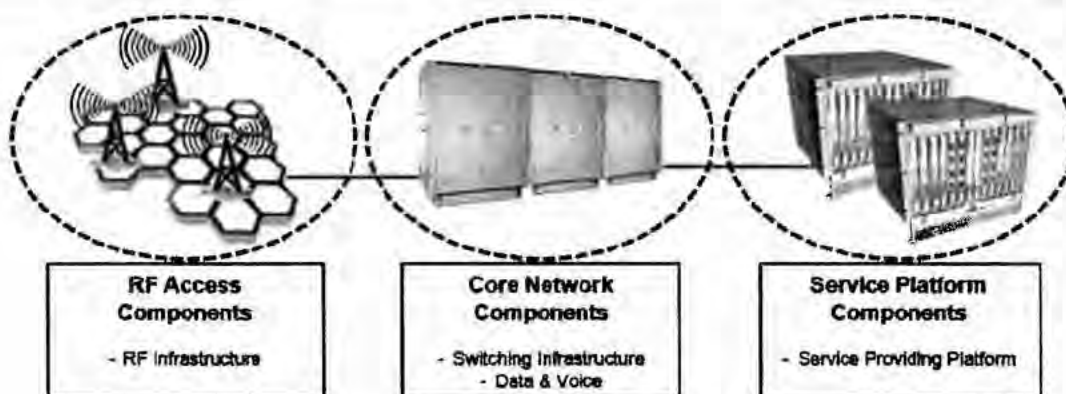
The Contractor's HSPA cell network relies entirely on a fully redundant IP core backbone for transport. The components of the IP core backbone are described as follows:

1. The Contractor's IP / MPLS Core backbone is used for wide area connectivity. The IP MPLS network provides interconnection between Mobility Switching offices (MSO) and connects Mobility Switching Offices to the Node B's at the cell site towers.
2. A fully redundant core IP LAN within each MSO, providing fast failover between the Contractor's packet core nodes and the rest of the network.
3. Redundant Internet connections at four MSO's across the country.
4. Interconnection to The Contractor's cellular partner's Radio Access Network (RAN) at multiple fully redundant interconnection points across Canada.
5. A resilient IP Packet Core consisting of Packet Gateways (PGW) and Server Gateways (SGW) as well as Serving GPRS Support Nodes (SGSN) and Gateway GPRS Support Nodes (GGSN).

18.3 Service Level Objectives

18.3.1 Each Bell Mobility Service utilizes a combination of "RF Access", "Core Network" and "Service Platform" components, as described below:

- a. RF Access components include RF infrastructure: Base Stations and Controllers.
- b. Core Network components include Switching infrastructure such as Mobile Switching Center Server (MSS), Home Subscriber Server (HSS) and Home Location Register (HLR), Packet Gateway (PGW) and Server Gateway (SGW), GPRS Support Node (GGSN), and Serving GPRS Support Node (SGSN), Authentication, Authorization and Accounting Server (AAA), Radio Network Controller (RNC).
- c. Service Platform components refer to the actual platform hosting the application or providing the Service.



- 18.3.2 For the purposes of stating Service Level Objective (SLO) Availability objectives, "RF Access", "Core Network" and "Service Platform" components will be described separately.
- 18.3.3 Availability objectives include a 24 hours a day, 7 days a week timeframe, excluding "Maintenance Window" periods. The "Maintenance Window" is a period of time allowing the Contractor to complete required maintenance activities.
- 18.3.4 Two different Maintenance Windows exist: one for the "RF Access" & "Core Network" activities; and one for the "Service Platform" components.
- 18.3.5 The "RF Access" & "Core Network" Maintenance Window occurs between 11:00 p.m. - 6:00 a.m., (specific to the time zone where the network activity will take place).
- 18.3.6 "Service Platforms" typically provide service from a national perspective; therefore, the Maintenance Window occurs between 2:00 a.m. - 5:00 a.m. (ET only).
- 18.3.7 The period of time set aside for maintenance activities does not necessarily mean that an interruption or loss of service will be experienced. The Contractor will strive to minimize service impacts to the City.
- 18.3.8 Maintenance Windows are normally scheduled during weekdays. Major Activities are scheduled on weekends. The Contractor commits that on a monthly basis, the "RF Access" Availability Objective will be no less than 99.90%.
- 18.3.9 The Contractor commits that on a monthly basis, the following "Service Platform" Availability Objective will be no less than the following:

Voice Call (Digital):	99.90 %
Data Network Access (HSPA)	
Availability:	99.00 %
<i>(Resultant of Application platform & Core Data Network availability)</i>	

RIM BlackBerry (HSPA) Availability:	99.00 %
Mobile Browser Availability:	99.00 %

18.4 External Audit Program

18.4.1 The Contractor has an external audit program designed to ensure that the Contractor is maintaining appropriate controls over its network. The current form of this audit is a CSAE 3416 format report on the Contractor Wireless Data Path. The control objectives for this report are based on ISO 27001. The CSAE 3416 format report details the controls the Contractor has implemented in its network, and is available to the City upon request, at no cost.

18.5 Confidentiality

18.5.1 The Contractor uses a variety of controls in its network to ensure the confidentiality of customer communications and information. The controls include, but are not limited to: over the air encryption of data; logical and physical access controls for equipment; segregation of duties; and security reviews. There is no single process that ensures the protection of data; however, confidentiality of data is achieved through a philosophy of building controls into all network elements that support the services offered.

18.5.2 The CSAE 3416 format report describes: the Contractor's network; the controls the Contractor uses to protect customer information; and any exceptions that the external auditor has found. In response to the exceptions found by the auditor, the Contractor develops plans for remediation, which the Contractor will review with the City upon the City's request.

18.6 Disaster Recovery

18.6.1 The Contractor provides critical infrastructure services nationally. As a result, The Contractor has both a social and business responsibility to protect personnel, assets and the environment, as required by law and to respond immediately to a catastrophic loss of communications capacity across all of the Contractor's companies. If necessary, the Contractor is able to leverage its Emergency Mutual Aid Agreement with its Canadian and American Telco partners to ensure access to additional resources. The Contractor also has agreements in place with its suppliers for the expeditious deployment of equipment in the event of a disaster.

18.6.2 The Contractor has an emergency management program which addresses emergency preparedness, business resumption, continuity and recovery planning procedures and protocols. The program is designed to utilize all necessary emergency equipment, skills and expertise to restore communication services to all customers during any disastrous event.

18.6.3 To support the Contractor's emergency management program, the Emergency Management team has established a solid working relationship with various stakeholders including the government at the federal, provincial and municipal levels. The following is a list of government and Non-Government Organizations (NGO) with whom The Contractor has a relationship:

- Industry Canada
- Public Safety and Emergency Preparedness Canada (PSEPC)
- Regional Emergency Telecommunication Companies (RETC)
- Emergency Management Organization (EMO)

- Local Municipal Emergency Responders (Fire, Police, etc.)
- Telco (directly with PSEPC or indirectly)
- Utilities (Hydro, Gas, etc)

18.6.4 From a business management perspective, all of the Contractor's critical business units have developed Business Continuity Plans. These plans are exercised annually to ensure that recovery can be achieved in a timely fashion.

18.6.5 In the event of a disaster or emergency, the Contractor has designed the mobile network to be resilient and disaster-tolerant. The CDMA network operates in a distributed manner from 12 separate Mobile Switching Centers. The HSPA network runs from seven Mobile Switching Centres which are organized into three geographically diverse 'pools'. The pool design allows for continued service if there is a catastrophic failure at one of the locations that is part of the pool.

18.6.6 In the event of a catastrophic failure that results in a full network outage, the Contractor has a plan for restoration of services. Each service has an assigned criticality which dictates the recovery priority. The Contractor has never experienced a catastrophic failure of a mobile switching centre or mobile network. To date, all outages have been regionalized and recovered in a matter of minutes or hours.

18.6.7 The Contractor's Disaster Recovery plan meets the ISO 27001 security standard and all of the Contractor's buildings meet the NFPA 76 standard for Fire Protection of Telecommunications Facilities (2009 Edition). As new standards for business continuity, disaster recovery and emergency management have emerged, the Contractor is currently reviewing the following aspects of its Disaster Recovery plan:

CSA Z1600-08	Emergency management and business continuity programs
BS25999 1 & 2	Business Continuity Management
ISO 24762	Information technology - Security techniques - guidelines for information and communications technology disaster recovery services

18.6.8 The Contractor will provide the City with a copy of the annual section 5970 report on "Security and Internal Controls on the Wireless Data Path" upon request. The annual section 5970 report is an annual audit performed by Deloitte & Touche and is based on the ISO 27001 Security standard.

18.6.9 At the City's request, and upon the City signing a Non-Disclosure Agreement (provided by the Contractor), the Contractor will provide the City with non-proprietary details (as determined by the Contractor's Security Team) of the Emergency Response and Disaster Recovery Plans.

18.6.10 The Contractor will work with the City to provide options for emergency services in the event of a disaster or emergency; however, the Contractor's network will not provide Wireless Priority Service (WPS) or Quality of Service (QoS) levels at a client-based level.

18.6.11 The Contractor's network systems provide a high grade of business continuity through the multitude of redundancy platforms in place. In mass-calling event situations, the Contractor has a number of strategies to ensure call continuity in the event of a disaster.

18.6.12 The Contractor has "Cell On Wheels" sites (COWs) which are rapid deployment self-contained cell sites on a trailer. These trailers can be deployed to provide additional capacity and coverage in an emergency situation. The Contractor is able to make modifications to bring additional capacity onto the system in cases of emergency. The Contractor does not offer pre-emptive priority service on its cellular network. The Contractor does not have the ability to provide a priority level for the City (in an emergency). In an overload situation, voice calls will take priority over data sessions.

ARTICLE 19 VALUE-ADDED SERVICES

19.1 The Contractor will offer the City its Push-to-talk (PTT) solution at no cost to the City, if the City wishes to upgrade legacy 10-4 and Mike services. On PTT service, mobilized workers can communicate with individuals or their entire team instantly, without the need to set up a conference call or dial a number. PTT devices will not require a data plan.

19.2 The Contractor contributes to and participates in many local and national community programs.

19.3 At no additional cost to the City, the Contractor also offers the following:

- a. Bell Technical Assistance Centre (TAC) Level 1;
- b. Free shipping/delivery of devices;
- c. Free on-site Technical Support; and
- d. Free City specific training videos.

APPENDIX 1 CONTRACTOR'S KEY PERSONNEL

1. Clifton Lo - Account Executive [Sales]
2. Doug Spencer - backup to Clifton Lo [Sales]
3. Tyler Barnett - Solutions Consultant [Technical]
4. Oliver Weekes & data solutions team- backup to Tyler Barnett [Technical]
5. Abraham Jeha - Corporate Client Care Representative [Billing]
6. John Rasmussen & Enterprise corporate client care team - backup to Abraham Jeha [Billing]
7. Bell Technical Solutions (Tech S) Team
8. Bell Mobility Technical Assistance Centre (TAC)

APPENDIX 2 SUB-CONTRACTOR'S KEY PERSONNEL

1. Darelle Mitchell - President & VP of Sales [Support]
2. Raymond Chu - backup to Darelle Mitchell [Support]
3. Chris Porter - Account Manager/CoV dedicated Sales Coordinator [Ordering]
4. Jonax Chen - backup to Chris Porter [Ordering]
5. Michael Munslow - backup to Chris Porter [Account Management]
6. David Barber - Director of Technical Services

SCHEDULE B - PRICING

Despite any other term of this Agreement if, at any time during the Term, the Contractor provides devices and/or services similar to the Hardware, Accessories or Services to any other customer including without limitation the Vancouver Police Board, the Board of Parks and Recreation, the Vancouver Library Board, Vancouver Economic Commission, EasyPark, PNE, Vancouver Housing Authority, and any other affiliates of the City of Vancouver, and the amounts payable are lower than the amounts payable under this Agreement, then City will be given the same lower amounts for the Hardware, Accessories, or Services, retroactively to the date on which the Contractor started providing similar products or services to such other customers.

In accordance with section 6.2 of the Agreement, the prices and list of specific Hardware and Accessory items set out below may be updated from time to time by the Contractor in accordance with section 6.2. At any time during the Term, the up-to-date prices and list of Hardware and Accessories will be the price list shown on the Contractor's Product Portal or a combination of this Schedule B and such Product Portal.

SECTION B-1 - HARDWARE

Item #	Hardware	City Hardware cost, excluding discounts	Hardware Credit Discount	Net City cost of Hardware, including discounts
1	Apple iPad Air 16GB			
	Uncontracted	\$579.95	\$0	\$579.95
	1-year contract	\$579.95	\$0	\$579.95
	2-year contract	\$429.95	\$0	\$429.95
	3-year contract	\$429.95	\$100 credit	\$329.95
2	Apple iPad Air 32GB			
	Uncontracted	\$629.95	\$0	\$629.95
	1-year contract	\$629.95	\$0	\$629.95
	2-year contract	\$479.95	\$0	\$479.95
	3-year contract	\$479.95	\$100 credit	\$379.95
	Apple iPad Air 2 16GB			
	Uncontracted	\$689.95	\$0	\$689.95
	1-year contract	\$689.95	\$0	\$689.95
	2-year contract	\$539.95	\$0	\$539.95
	3-year contract	\$539.95	\$100 credit	\$439.95
	Apple iPad Air 2 32GB			
	Uncontracted	\$799.95	\$0	\$799.95
	1-year contract	\$799.95	\$0	\$799.95
	2-year contract	\$649.95	\$0	\$649.95
	3-year contract	\$649.95	\$100 credit	\$549.95
	Apple iPhone 6 16GB			
	Uncontracted	\$749.95	\$0	\$749.95
	1-year contract	\$749.95	\$0	\$749.95
	2-year contract	\$264.95	\$0	\$264.95
	3-year contract	\$264.95	\$75 credit	\$189.95
	Apple iPhone 6 64GB			
	Uncontracted	\$859.95	\$0	\$859.95
	1-year contract	\$859.95	\$0	\$859.95
	2-year contract	\$374.95	\$0	\$374.95

	3-year contract	\$374.95	\$75 credit	\$299.95
	Apple iPhone 6 128GB			
	Uncontracted	\$969.95	\$0	\$969.95
	1-year contract	\$969.95	\$0	\$969.95
	2-year contract	\$484.95	\$0	\$484.95
	3-year contract	\$484.95	\$75 credit	\$409.95
	Apple iPhone 6plus 16GB			
	Uncontracted	\$859.95	\$0	\$859.95
	1-year contract	\$859.95	\$0	\$859.95
	2-year contract	\$374.95	\$0	\$374.95
	3-year contract	\$374.95	\$75 credit	\$299.95
	Apple iPhone 6plus 64GB			
	Uncontracted	\$969.95	\$0	\$969.95
	1-year contract	\$969.95	\$0	\$969.95
	2-year contract	\$484.95	\$0	\$484.95
	3-year contract	\$484.95	\$75 credit	\$409.95
	Apple iPhone 6plus 128GB			
	Uncontracted	\$1079.95	\$0	\$1079.95
	1-year contract	\$1079.95	\$0	\$1079.95
	2-year contract	\$594.95	\$0	\$594.95
	3-year contract	\$594.95	\$75 credit	\$519.95
3	Apple iPhone 5C 16GB			
	Uncontracted	\$619.95		\$619.95
	1-year contract	\$619.95	\$0	\$619.95
	2-year contract	\$79.95	\$0	\$79.95
	3-year contract	\$49.95	\$49.95 credit	\$0
4	Apple iPhone 5S 16GB			
	Uncontracted	\$729.95	\$0	\$729.95
	1-year contract	\$729.95	\$0	\$729.95
	2-year contract	\$154.95	\$0	\$154.95
	3-year contract	\$154.95	\$75 credit	\$79.95
5	BlackBerry			
	Uncontracted	\$699.95	\$0	\$699.95
	1-year contract	\$699.95	\$0	\$699.95
	2-year contract	\$99.95	\$0	\$99.95
	3-year contract	\$0	\$0	\$0
6	BlackBerry			
	Uncontracted	\$749.95	\$0	\$649.95
	1-year contract	\$749.95	\$0	\$649.95
	2-year contract	\$299.95	\$0	\$299.95
	3-year contract	\$249.95	\$100 credit	\$149.95
8	BlackBerry			
	Uncontracted	\$699.95	\$0	\$699.95
	1-year contract	\$699.95	\$0	\$699.95
	2-year contract	\$179.95	\$0	\$179.95
	3-year contract	\$0	\$0	\$0

9	Samsung Galaxy S5 (Android Smartphone – possible future device)			
	Uncontracted	\$699.95	\$0	\$699.95

	1-year contract	\$699.95	\$0	\$699.95
	2-year contract	\$199.95	\$0	\$199.95
	3-year contract	\$99.95	\$99.95 credit	\$0
11	Samsung Rugby III (Rugged cell)			
	Uncontracted	\$249.95	\$0	\$249.95
	1-year contract	\$249.95	\$0	\$249.95
	2-year contract	\$79.95	\$0	\$79.95
	3-year contract	\$0	\$0	\$0
12	Push-to-Talk cell phone Sonim			
	Uncontracted	\$489.95	\$0	\$489.95
	1-year contract	\$489.95	\$0	\$489.95
	2-year contract	\$129.95	\$0	\$129.95
	3-year contract	\$79.95	\$79.95	\$0
13	Others – Novatel Wireless U679 Aircard			
	Uncontracted	\$199.95	\$0	\$199.95
	1-year contract	\$199.95	\$0	\$199.95
	2-year contract	\$0	\$0	\$0
	3-year contract	\$0	\$0	\$0

SECTION B-2 ACCESSORIES

	Accessory for	Accessory¹	City Accessory Cost, before Discount	Discount 30%	Net Cost of Accessory, with Discount	Comments
1	iPad	Zaggfolio – Keyboard, Cover & Stand for iPad 2nd/3rd/4th	\$79.95	\$23.99	\$55.96	Preston Mobility carries and recommends the Griffin Slim Keyboard
2	iPad	Griffin Survivor Case for iPad 2nd/3rd/4th	\$79.95	\$23.99	\$55.96	

3	iPad	Speck iPad MagStylus for iPad 2nd/3rd/4th	\$19.95	\$5.99	\$13.96	Preston Mobility carries and recommends
4	iPad	Otterbox Screen Protector	\$29.95	\$8.99	\$20.96	
5	Smartphone / Cell Phones	Micro USB Car Charger	\$24.95	\$7.49	\$17.46	
6	Smartphone / Cell Phones	Motorola HK250 Bluetooth	\$39.95	\$12.00	\$27.95	
7	Smartphone / Cell Phones	Otterbox Commuter Case	\$49.95	\$14.99	\$34.96	
8	Smartphone / Cell Phones	Otterbox Defender	\$39.95	\$12.00	\$27.95	
9	Smartphone / Cell Phones	Leather Swivel Holster	\$64.95	\$19.49	\$45.46	
10	Smartphone / Cell Phones	Travel Charging Kit	\$44.95	\$13.49	\$31.46	
11	Smartphone / Cell Phones	Motorola TZ710 Roadster2	\$34.95	\$10.49	\$24.46	
12	Smartphone / Cell Phones	iPhone/iPad Car Charger (lighting/30 Pin)	\$99.95	\$29.99	\$69.96	
13	Smartphone / Cell Phones	iPhone/iPad Travel Charger (lighting/30 Pin)	\$34.95	\$10.49	\$24.46	
14	Smartphone / Cell Phones	Case-Mate rPet case	\$34.95	\$10.49	\$24.46	Molded from
15	Smartphone / Cell Phones	Sonim Push to Talk Rugged Pouch	\$34.95	\$10.49	\$24.46	

16	Apple-branded (OEM)	Miscellaneous, not listed above	No discount applicable.			
17	Kingston	SD card – 8gb	\$14.95	4.50	\$10.45	
18	Kingston	SD card – 16gb	\$21.95	\$6.59	\$15.36	
19	Kingston	SD card – 32gb	\$34.95	\$10.49	\$24.46	
20	Kingston	SD card – 64gb	\$74.95	\$22.49	\$52.46	

¹The accessories listed are not intended to be exhaustive. Therefore, during the term of the Agreement, as new accessories become commercially available, the Contractor will offer them to the City with a 30% discount.

SECTION B-3 PLANS

If there is a general reduction in corporate voice or data rates during the Term of the Agreement, the Contractor will extend the lower rates to the City, and will make available any new features to the City whenever such features are commercially available or at the request of the City.

Hardware	Name of Voice Plan	Monthly Voice Plan Cost	Name of Data Plan	Monthly Data Plan Cost	Applicable plan credits or discou	Total Monthly Plan Cost
Cellphone	Corporate Share Plan 30 (250)	\$30.00	N/A	N/A	\$10 voice discou	\$20.00
Smartphone – BlackBerry, Android, iOS	Corporate Share Plan 30 (250 minutes sharable)	\$30.00	3 GB Data Share plan (shares with smartphone, tablet, sticks, aircards)	\$55.00	\$10 voice discount and \$28 data discou nt	\$47.00
Smartphone – BlackBerry, Android, iOS	Corporate Share Plan 30 (250 minutes sharable)	\$30.00	6GB Data Share plan (shares with smartphone, tablet, sticks, aircards)	\$60.00	\$10 voice discount and \$28 data discou nt	\$52.00
Data only		N/A	3 GB Data Share plan (shares with smartphone, tablet, sticks, aircards)	\$55.00	\$28 data discou nt	\$27.00
	Corporate SmartShare Tablet 15	N/A	for customer-owne d tablet, (shares with smartphone data)	\$5.00	N/A	\$5.00
			1 GB Data Share	\$45.00	\$20.25 data discount	\$24.75

			500 MB Data Share	\$35.00	\$15 data discount	\$20.00
			50MB Data	\$12.00	N/	\$12.00
			10MB Data	\$8.00	N/	\$8.00
			5MB Data	\$5.00	N/A	\$5.00

SECTION B-4 ROAMING AND LONG DISTANCE

B-4-1 Roaming

	Usage Plan	\$ / minute	\$ / per MB	\$ / text
1	Data - Roaming - Canada	No roaming in Canada	No roaming in Canada	No roaming in Canada
2	Data - Roaming - US	N/A	\$0.20/ MB	\$0.10 per text
3	Text - Roaming - Canada	No text roaming	No text roaming	No text roaming
4	Text - Roaming – Canada to	No text roaming	No text roaming	No text roaming
5	Voice - Roaming - Canada	No roaming in Canada	No roaming in Canada	No roaming in Canada
6	Voice - Roaming - US	\$0.20 per	N/A	\$0.10 per text

B-4-2 Long Distance (Account level long distance plans)

SmartShare 1000 Can/US LD min \$10 1000 shared minutes \$0.10/minute
 SmartShare 3000 Can/US LD min \$25 3000 shared minutes \$0.10/minute
 SmartShare 6000 Can/US LD min \$45 6000 shared minutes \$0.10/minute
 SmartShare 10000 Can/US LD min \$60 10000 shared minutes \$0.10/minute
 SmartShare 15000 Can/US LD min \$75 15000 shared minutes \$0.10/minute

SECTION B-5 PUSH TO TALK

Bell Push to Talk solution to replace the City's MIKE solution is a no-cost option for the City.

SECTION B-6 REPORTS

Cimpl telecom expense management solution costs \$1 per subscriber (line) per month.

SECTION B-7 MOBILE DEVICE MANAGEMENT (MDM)

Licensing and Installation costs for BlackBerry and AirWatch MDM:

a) BlackBerry Pricing

Silver Annual CALS - \$19 per year

Gold Annual CALS - \$60 per year

Silver Perpetual CALS - \$38 one
time charge

Gold Perpetual CALS - \$120 one
time charge

**b) AirWatch Pricing MSRP (City Pricing 25% Discount in brackets
below) Hosted (SaaS)**

Green Annual License \$42 (\$31.50)
per year

Orange Annual License \$60
(\$45.00) per year

Blue Annual License \$75 (\$56.25)
per year

c) On Premise

Green Perpetual License \$50 one time charge + \$10 Annual maintenance
(\$37.50 + \$7.50)

Orange Perpetual License \$70 one time charge + \$14 Annual maintenance
(\$52.50 + \$10.50)

Blue Perpetual License \$90 one time charge + \$18 Annual maintenance
(\$67.50 + \$13.50)

**d) AirWatch Installation Costs MSRP (City Pricing 25% Discount in brackets
below) Hosted (SaaS)**

Green \$1000 one
time charge (\$750)

Orange \$2000 one
time charge (\$1500)

Blue \$5000 one time
charge (\$3750)

e) On Premise

Green \$2000 one time
charge (\$1500)

Orange \$3000 one time
charge (\$2250)

Blue \$7500 one time
charge (\$5625)

SCHEDULE C - CREDITS

The Contractor will grant each of the following Credits to the City in accordance with the terms and conditions set out below.

Credit	Value	Applies to Hardware or Plan?	Timeframe	When Calculated/Granted?	How Credit is Applied	Restrictions?	Remains Valid During	Becomes Void When
Loyalty Credit	\$100	\$100 per existing Plan (regardless of term)	Calculated and granted each Agreement year	<i>First grant:</i> at first Agreement anniversary (credit will offset next Bell invoice) <i>Ongoing grants:</i> at each Agreement anniversary including renewals (credit will offset next Bell invoice) <i>Final grant:</i> 4 th anniversary (credit will offset next Bell invoice)	City to choose each Agreement year: (1) pool, accumulate and carry over credits year to year; or (2) apply to a Plan's invoice (1) if pool credits, total credits will offset City's next total invoice (2) if apply to a Plan's invoice, each Plan's credit will offset that Plan's next invoice (provided that the net invoice cannot be less than zero) Above is subject to modification as agreed by City and Contractor.	No – Credit is in addition to and not in lieu of any other Credit	Term of Agreement	End of Agreement Term
Hardware Credit	Not less than \$50 (provided that the net cost of Hardware Unit cannot be less than zero)	Applicable \$ Credit is granted per Hardware Unit (with 3 year Plan)	Credit granted whenever Hardware Unit is purchased	Automatically applied by Bell against price of Hardware Unit and shown in Schedule B - Pricing (as updated)	Automatically applied by Bell against price of Hardware Unit	No – Credit is in addition to and not in lieu of any other Credit	N/A – applied against purchase price of Hardware Unit	N/A – applied against purchase price of Hardware Unit

Credit	Value	Applies to Hardware or Plan?	Timeframe	When Calculated/Granted?	How Credit is Applied	Restrictions?	Remains Valid During	Becomes Void When
Hardware Upgrade Credit / HUG (each HUG entitles a Plan User to upgrade to a new Hardware Unit; price paid for upgrade will depend on Hardware Unit chosen and length of Plan)	No dollar value	HUG is granted per existing Plan (regardless of term)	Calculated and granted each Agreement year	<i>During Year 1:</i> calculate at time agreed upon by parties (number of HUGs granted in Contract Year 1 = number of existing Plans x 10%) <i>First Contract Anniversary:</i> number of HUGs granted in Contract Year 2 = number of existing Plans x 45%) <i>Second Contract Anniversary:</i> number of HUGs granted in Contract Year 3 = number of existing Plans x 45%) <i>Third Contract Anniversary:</i> number of HUGs granted in Contract Year 4 = number of existing Plans x 1/3 <i>Fourth Contract Anniversary:</i> number of HUGs granted in Contract Year 5 = number of existing Plans x 1/3	HUGs may be used any time during an Agreement year; each Hardware Unit upgrade uses one HUG Price paid for upgrade depends on Hardware Unit chosen and length of Plan Unit Term restarts following each upgrade	Credit is in addition to and not in lieu of any other credit; cannot carry over unused HUGs from year to year	Each Agreement year's HUGs can only be used in that Agreement year	Unused HUGs expire at end of each Agreement year
Preston Mobility One-Time Credit	\$50,000 one time payment	N/A	One-time payment	N/A	\$50,000 payment to City 180 days after effective date – by cheque or offset against Hardware invoice as directed by City	No – Credit is in addition to and not in lieu of any other Credit	N/A	N/A
Preston Mobility Monthly Credit	\$1/mth/Plan in Agreement years 1, 2 and 3 \$0.25/mth/Plan in Agreement years 4 and 5	Per existing Plan	N/A	Calculated monthly starting Effective Date of Agreement – when paid determined by City	Credit to be paid monthly/annually by cheque or offset against Hardware invoice as directed by City	No – Credit is in addition to and not in lieu of any other Credit	Agreement Term	N/A
Port-In Credit (only applies when activating a Hardware Unit or Plan during transition from other vendors)	\$100/cellphone \$200/Smartphone \$100/tablet \$100/data only Plans with 3 year terms	Applicable \$ Credit is granted per Hardware Unit and Plan	During transition from other vendors	Applicable \$ Credit is granted whenever a Hardware Unit or Plan is activated during transition from other vendors	City to choose each Agreement year: (1) pool, accumulate and carry over credits year to year; or (2) apply to a Plan's invoice	No – credit is in addition to and not in lieu of any other credit	N/A – applied against purchase price of Hardware Unit or Plan	N/A – applied against purchase price of Hardware Unit or Plan

SCHEDULE D - PERMITTED SUB-CONTRACTORS

1. Preston Mobility - Hardware and Accessories supplier
2. eTelesolv - provides the expense management and reporting solution call **CIMPL**
3. Airwatch - provides the Mobile Device Management (MDM) solution for managing the Hardware

