CITY OF VANCOUVER

CITY CLERK'S DEPARTMENT
Access to Information & Privacy Division

File No.: 04-1000-20-2023-114

June 15, 2023

s.22(1) [redacted]

Dear s.22(1) [redacted]

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 February 25, 2023 under the ***Freedom of Information and Protection of Privacy Act*** for:

> **Records pertaining to the public contract awarded by the City to Bang the Table Canada Ltd. on November 28, 2019 (bid number PS20191175), specifically:**
> 1. **Request for Proposal originally advertised to the City to attract bids from vendors; and**
> 2. **Proposal(s) submitted by Bang the Table Canada Ltd. In response to the request.**
>
> **Date range: November 1, 2018 to November 30, 2019.**

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.21(1) and s.22(3)(d) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

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 (#04-1000-20-2023-114); 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,

Kevin Tuerlings, FOI Case Manager, for

[Signed by Kevin Tuerlings]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@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. Alternatively, you can call the FOI Case Manager at 604-871-6584.

Encl. (Response package)

:pm

REQUEST FOR PROPOSALS

PROVISION OF A DIGITAL ENGAGEMENT PLATFORM

RFP No. PS20191175

Issue Date: August 26, 2019

Issued by: City of Vancouver (the "City")

SUMMARY

The City seeks one qualified proponent to enter into a three-year initial contract term to provide a multi-media-enabled digital platform to support engagement activities on current and future Civic Engagement projects. Current City stakeholder groups include Civic Engagement and Communications ("CEC"), Planning, Urban Design & Sustainability ("Planning"), Engineering Services ("Engineering"), and Digital/Technology Services ("Digital"). Future stakeholder groups may include Arts, Culture and Community Services ("ACCS"), Real Estate and Facilities Management ("REFM"), and Vancouver Board of Parks and Recreation ("Parks"). The successful solution will enable users to enter a web portal to have visibility into all engagement activities, opportunities to participate, and outcomes. The City may consider contracting with more than one qualified proponent in order to fulfill all of the City's requirements described in Part B - Scope of Work. If more than one solution provider/solution is selected, the engagement tools/solutions will be integrated. It is envisioned that some elements within the selected holistic toolkit may begin to be used by the end of 2019.

PART A
INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

1.1 The City is interested in selecting an entity (each, a "**Proponent**") that submits a proposal (each, a "**Proposal**") with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be three (3) years, with three (3) possible one-year extensions, for a maximum total term of six (6) years.

The desired functionalities include: Asset Mapping; Discussion Forums; Ideation; Newsletters; Questions & Answers; Storytelling; Surveys; Voting (live event and/or contest style); Options Analysis & Trade-Offs; Qualitative Analysis; and SMS Messaging & Communications. Through this RFP, the City intends to contract with one or more proponents that best meet as many of the desired functionalities as possible. The City may, through a future market event, seek proponents that best meet the desired functionalities not fully met by the successful proponent(s) of this RFP. Proponents that meet one or more of the desired functionalities described in this RFP are encouraged to respond to this RFP.

The City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.2 Proposals must be received by email on or before 3:00pm (Pacific Standard Time) on September 17, 2019 (the "**Closing Time**") in accordance with the following:

- Subject of the file to be: PS20191175 - Provision of a Digital Engagement Platform - Vendor name.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Any other attachments if necessary

- Zip the files to reduce the size or email separately if needed.

- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver, and **do not email your submission to the Contact Person**.

- If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.

- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the "**Proposal Form**"), completed and duly executed by the relevant Proponent.

1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

1.5 Proposals that are received after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

2.0 CHANGES TO THE RFP AND FURTHER INFORMATION

2.1 The City may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City's website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

2.2 Any Proponent questions should be emailed to diana.chan@vancouver.ca (the "Contact Person") no later than 3:00pm (Pacific Standard Time) on September 12, 2019.

3.0 EVALUATION OF PROPOSALS

3.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments including, but not limited to product demonstrations, proponent interviews, and user testing (City, public), to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	70%
Financial	25%
Sustainability (Environmental and/or Social)	5%
Total	100%

4.0 CITY'S DISCRETION

4.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a

Proposal that deviates from the Scope of Work or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Scope of Work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

5.0 LEGAL TERMS AND CONDITIONS

5.1 **The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 2. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 2: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

PART B
SCOPE OF WORK

The scope of work stated in this Part B (collectively, the "**Scope of Work**") is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

1.0 SCOPE OF WORK

The City intends to launch an engagement portal that increases and improves resident access to information, and helps to expand involvement.

As part of the City's Digital Engagement Strategy, the City seeks a solution that meets the following identified needs:

1. The need to identify core digital engagement needs for City-wide engagement, as well as time-limited unique projects from various business units.

2. The need to ensure that all tools meet provincial and municipal standards for data storage and privacy.

3. The need to ensure all tools have a base level of functionality to serve a range of 'typical' process needs.

4. The need to ensure an 'economy of scale' in the purchase of tools, so that the City maximizes its purchasing power, and utilizes resources more efficiently.

5. The need to take care of the user journey, by ensuring access to tools utilized in public consultation.

Therefore, the City seeks a user-friendly platform that, <u>at a minimum</u>:

- supports users of all/varied physical abilities to engage (i.e. meeting WCAG Accessibility requirements);
- ensures transparency in the quality and strategic nature of each digital experience;
- provides a one-stop-shop engagement portal with the ability to show all engagement activities (closed, current and upcoming) and the ability to report out on summaries, opportunities to participate, and outcomes;
- updates quickly, and harmonizes reporting approaches;
- provides flexible and visual project pages with the ability to share information: overview of projects, background, timelines, document library, project updates, reports;
- is multi-media-enabled: ability to have photos, videos and audio files;
- allows users to subscribe to updates on their channel of choice;
- can integrate engagement tools (or has the ability to connect with engagement tools) including: surveys, ideation, asset mapping, trade-offs, options analysis, voting, discussion forums;
- can serve as an archive for previous engagement findings; and

- provides content in a manner that can be accessed and engaged with, through multiple channels (desktop, mobile).

The Scope of Work will include:

i) Software Functionality as described in the separate file attachment, "PS20191175 – Requirements".

ii) Implementation services required to make the Software ready for City and public use.

iii) Training services required to enable City and public users to use the Software.

iv) Support services required to maintain the Software as described in the sample form of agreement attached as Appendix 3 in the RFP.

v) Service Level Commitments to meet the City's required service uptime, and vendor issue response and resolution times as described in the sample form of agreement attached as Appendix 3 in the RFP.

With the launch of the new toolkit, the City Plan project would be the initial focus; however, in the near-term, the City expects many other active projects of varying scope to also use the new toolkit. With many concurrent active projects, site traffic is estimated to see approximately 25,000 visitors over a 90-day period. The City anticipates site traffic to increase annually, as the number of active projects increases, and as City stakeholder groups use the platforms more consistently across the various engagement projects.

The following information is provided to assist proponents in understanding the scale of the requirements of this RFP:

1) in 2017:

Number of engagement projects: 158
online engagement events: 72 (48 of which were using the City's panel survey tool, Talk Vancouver)
in-person engagement events: 390 (publicized, required registration, outcomes/results online)
participants at in-person events: 77,657
completed responses to online surveys: 80,358
interactions for in-person and online: 158,747
TalkVan members (registered): 15,195

2) for the Smart Cities Challenge project, there were approximately 1,000 visitors to the City's engagement site, and for the Broadway Plan project, there were approximately 5,800 visitors during a 90-day period: collectively, the estimated average traffic rate was at least 7,000 visitors every 90 days.

APPENDIX 1
PROPOSAL FORM

RFP No. PS20191175, Provision of a Digital Engagement Platform (the "RFP")

Proponent's Name:____
"**Proponent**"

Address:____

____

Jurisdiction of Legal Organization:______________________________

Date of Legal Organization:________________________________

Key Contact Person:____________________________________

Telephone:____________________**Fax:**____________________

E-mail: ____

The Proponent, having carefully examined and read the RFP, including all amendments thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 2 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

____________________ Signature of Authorized Signatory for the Proponent	________________ Date
____________________ Name and Title	
____________________ Signature of Authorized Signatory for the Proponent	________________ Date
____________________ Name and Title	

1. Describe the capabilities of your recommended solution by completing the separate file attachment, "PS20191175 - Requirements". Ensure that the file is submitted in Excel format (not PDF).

2. Provide a Statement of Work that includes:

a. A summary of which of the functionalities your solution addresses (Asset Mapping; Discussion Forums; Ideation; Newsletters; Questions & Answers; Storytelling; Surveys; Voting (live event and/or contest style); Options Analysis & Trade-Offs; Qualitative Analysis; and SMS Messaging & Communications);

b. Project Timeline with Milestones (to include Contract Execution, Testing, Go Live, Reliability Test Period, Sustainment) and resource allocation;

c. Project Approach from Contract Execution through to Ongoing Support & Maintenance;

d. Description of Implementation Support Services, and Ongoing Support Services, inclusive of Service Level Commitments & Liquidated Damages;

e. Key Personnel and professional biographical information for the key personnel that would perform the required work/services, including but not limited to: project management; implementation team; support team (for implementation and ongoing); escalations.

f. City resources required & level of effort required

g. Project Deliverables: description of each deliverable; vendor responsibilities; and City responsibilities;

h. Project Risks

3. Complete the separate attachment, "PS20191175 - Commercial Proposal", and submit in Excel format (not PDF). Ensure that all four of the following tabs are completed: Instructions (refer to Living Wage question); Summary of Functionalities; Pricing; and Contract Payment Schedule.

Ensure that your Commercial Proposal is inclusive of all costs for goods and/or services offered in your Proposal, and is in Canadian currency (exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs).

The Proponent's proposed licensing model should be suitable to the City's needs: while the City anticipates up to 10 internal City users of the engagement tools (where all 10 users would have access to create projects and edit), 3 users will be given Admin access (e.g. publishing rights).

4. References (should be relevant and comparable to this RFP)	
Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Description of Services provided to this Client	
Length of Implementation (from contract execution to 'Go Live', to completion of Reliability Test Period).	
Lessons learned	
Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Description of Services provided to this Client	
Length of Implementation (from contract execution to 'Go Live',	

to completion of Reliability Test Period).	
Lessons learned	
Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Description of Services provided to this Client	
Length of Implementation (from contract execution to 'Go Live', to completion of Reliability Test Period).	
Lessons learned	

5. Subcontractors List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).

6. Declaration of Supplier Code of Conduct

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct ("SCC") <http://vancouver.ca/policy_pdf/AF01401P1.pdf>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

As an authorized signatory of ____________________________(*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, ____________________________ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of ____________________________ (*vendor name*). Signature: ____________________________ Name and Title: ____________________________
Exceptions to Declaration:

7. Conflicts, Collusion, Lobbying See Article 9 of Appendix 2 for instructions.

8. Form of Agreement - Deviations and Variations If applicable, state your proposed deviations and variations to the City's sample Form of Agreement in Appendix 3 of this RFP. <u>If none, state 'None'.</u>

Supplier Diversity

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP. In the space below, indicate the Proponent's company profile with regards to social value and

economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).		
Majority owned/controlled/ by: ☐ Women ☐ Indigenous Peoples ☐ Non-Profit/Charity (Social Enterprise) ☐ Coop ☐ Community Contribution Corporation (3C/CCC) ☐ Ethno-cultural Persons ☐ People with Disabilities ☐ LGBTQ+ ☐ Other: please indicate	**Workforce Diversity:** % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate	**Social / Environmental Certifications** ☐ BCorp ☐ BuySocial ☐ Supplier Diversity Certification ☐ Fairtrade ☐ Green Business Certification (ie. LEED, ClimateSmart) ☐ Other: please indicate

APPENDIX 2
LEGAL TERMS AND CONDITIONS OF RFP

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 2 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2. DEFINITIONS

In this Appendix 2, the following terms have the following meanings:

(a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.

(b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.

(c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

(d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 2), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f) "Proposal Form" means Appendix 2 of the RFP, as completed and executed by the Proponent.

(g) "RFP" means the document issued by the City as Request for Proposals No. PS20191175, as amended from time to time and including all addenda.

3. NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 2 (except only Sections 7, 8.2 and 10 of this Appendix 2, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5. EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 2, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6. PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 2, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

(a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,

(c) the Proponent preparing and submitting the Proposal;

(d) the City accepting or rejecting the Proposal or any other submission; or

(e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 2, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

(a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or

(c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 2), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

7. DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 2, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

(a) The arbitrator will be selected by the City's Director of Legal Services;

(b) Section 6 of this Appendix 2 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

(c) The Proponent will bear all costs of the arbitration.

8. PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

(a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 **Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 **All City Information Confidential**

(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

(b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 **Declaration as to no Conflict of Interest in RFP Process**

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

9.2 **Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and

(b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and

(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

10. GENERAL

(a) All of the terms of this Appendix 2 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b) The legal invalidity or unenforceability of any provision of this Appendix 2 will not affect the validity or enforceability of any other provision of this Appendix 2, which will remain in full force and effect.

(c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

APPENDIX 3
FORM OF AGREEMENT

CLOUD SOFTWARE /SOFTWARE AS A SERVICE SERVICES AGREEMENT

[NOTE: This is a model agreement proposed to be used by the City of Vancouver for the purposes of procuring the services described in the attached RFP. The City reserves the right to replace or modify this agreement depending on the circumstances of the transaction including adding further provisions.]

THIS AGREEMENT (the "**Agreement**") made as of the • day of •, [2019].

BETWEEN:

[Insert full corporate name of vendor], a corporation validly existing and registered in the Province of • with a registered office address at **[Insert registered office address of vendor]**

("**Vendor**")

OF THE FIRST PART

AND:

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

(the "**City**")

OF THE SECOND PART

BACKGROUND:

A. The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.

B. Vendor has agreed to deliver the said software and services in accordance with the terms and conditions of this Agreement.

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

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:

(a) "**Applicable Laws**" means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.

(b) "**City**" means the City of Vancouver.

(c) "**Contract Price**" means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.

(d) "**Data Compromise**" means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.

(e) "**Documentation**" means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.

(f) "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.

(g) "**personal information**" has the meaning given to it in FOIPPA, PIPA or PIPEDA, as applicable.

(h) "**PIPA**" means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.

(i) "**PIPEDA**" means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time.

(j) "**Services**" means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (RFP) and Schedule F (Vendor's Proposal). For certainty, Vendor will perform all Services for the fixed Contract Price.

(k) "**Software**" means the software, owned and hosted by Vendor, to be licensed by Vendor to the City in accordance with the terms of this Agreement.

(l) "**Transmitted Data**" means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform Services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The following schedules are incorporated into and form an integral part of this Agreement:

(a) Schedule A – Scope of Work

(b) Schedule B – Privacy Compliance and Data Security

(c) Schedule C - Certificates of Insurance

(d) Schedule D – Contract Price

(e) Schedule E – RFP issued [insert date]

(f) Schedule F - Vendor's Proposal dated •

In the event of any conflict or inconsistency between any of the terms of sections 1 to 21 of this Agreement and any terms of a schedule, the terms of sections 1 to 21 will govern and prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0 PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE AND AUTHORIZED USES

2.1 Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.

2.2 Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.

2.3 The Vendor's obligations under this Agreement have been set out following consultation and negotiation between the parties. If the Vendor's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Vendor hereby agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.

3.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).

3.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.

3.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.

3.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0 CONDITIONS OF USE

4.1 The City's right to use the Software is conditional upon the following. The City may not:

(a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;

(b) sell, rent or lease the Software;

(c) make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);

(d) create any derivative works based upon the Software or Documentation;

(e) copy any feature, design or graphic in, or reverse engineer, the Software; or

(f) use the Software in a way that violates any criminal or civil law.

4.2 The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.

5.0 DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS

5.1 Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

5.2 As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it. Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.

5.3 Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

5.4 Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the

Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.

5.5 As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "**System Servers**"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters. Vendor's primary server is located at **[Insert address and country where primary server is located]**. Vendor's secondary server is located at **[Insert address and country where secondary server is located].** Vendor's backup server is located at **[Insert address and country where backup server is located].** If any System Server is hosted by a third party server/data host, such third party will be referred to as a "**Server Host**". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.

5.6 Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).

5.7 Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.

5.8 Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

5.9 If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.

5.10 Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:

(a) single point of entry;

(b) main access monitored with additional access for emergency purposes only;

(c) surveillance cameras in physical data centre facility/room;

(d) access validation with identity check;

(e) access only to persons on Vendor approved access list;

(f) log-in validation;

(g) creation of accounts only as verified by Vendor;

(h) access to servers via encrypted means; and

(i) servers running behind secure firewall.

5.11 Vendor shall comply with the following in the event of a Data Compromise:

(a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

(b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.

(c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.

(d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.

(e) Vendor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.

(f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.

(g) Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to City under Applicable Laws, Vendor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies or other entities as required by Applicable Laws or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Compromise.

5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.

5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

5.14 [Note to draft: If the Software to be supplied under this Agreement will be used to collect or process credit card information, the City may need to add further requirements to this Agreement to ensure the City is able to continue to meet its obligations under the PCI Data Security Standards ("PCI DSS") of the PCI Security Standards Council. The following information should be obtained from the proponents in order to determine what other requirements the City may need to add to this Agreement:]

Reference	Requirement
1	Provide a current, accurate and valid Attestation of Compliance.
2	Provide a Charter for the PCI DSS Compliance program in your organization and define specifically who is responsible for the protection of cardholder data and the PCI DSS Compliance Program.
3	Provide a high level organizational chart for the PCI DSS Compliance Program within your organization.
4	Provide a comprehensive and fully completed PCI DSS Responsibility Matrix (Excel table).
5	Provide Data Flow Diagrams of all proposed payment flows as they relate to processing, storage and transmission of credit card data for purchases, refunds and charge backs
6	Provide specific details of the payment solution that may impact the City of Vancouver's PCI scope as it relates to people, processes and technology.

6.0 WARRANTIES AND OTHER COVENANTS

6.1 **Software Warranties:** Vendor warrants that:

(a) the Software and Services will satisfy the requirements of this Agreement; and

(b) Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

6.2 **Corporate and Other Warranties:** Vendor warrants that, as of the date of this Agreement, Vendor:

(a) has full right, power and authority to enter into this Agreement and to perform its obligations under it;

(b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;

(c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;

(d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;

(e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and

(f) all other representations and warranties made by Vendor in this Agreement are true and accurate.

6.3 Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

6.4 If the Software does not satisfy the requirements of this Agreement, Vendor must immediately, at its option and expense, either:

(a) modify the Software to conform to the requirements of this Agreement; or

(b) provide a workaround solution to the City's satisfaction that will meet the City's requirements.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor or seek alternate services, which would have otherwise been provided under this Agreement, from third parties and seek reimbursement of such costs from Vendor. In either case, Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

6.5 If the normal operation, possession, access or use of the Software by the City is found to infringe any third party intellectual property right or Vendor believes that this is likely, Vendor must immediately, at its option and expense, either:

(a) obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or

(b) modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor and the Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

7.0 TRAINING AND SUPPORT

7.1 **Training for the City:** Vendor shall provide the training described in Schedule A as part of the Contract Price and for no additional consideration.

7.2 **Support:** Vendor shall provide the support services described in Schedule A as part of the Contract Price and for no additional consideration.

7.3 **Service Level Commitments:** Vendor will ensure that the Software is available for use by the City at least 99.999 per cent of the time during the term of this Agreement. In addition to this commitment, Vendor shall also comply with the service level commitments described in Schedule A or elsewhere in this Agreement.

8.0 TERM OF AGREEMENT

Subject to earlier termination or suspension in accordance with the terms of this Agreement, the term of this Agreement will commence on the date first written above and will expire **[Insert date of expiry]**. Notwithstanding the foregoing, the City may, but is not required to, renew this Agreement on the same terms and conditions for **[●]** additional one year periods by giving Vendor written notice of renewal prior to the expiry of this Agreement. If the City does not give Vendor written notice of renewal, this Agreement will continue to be in effect, following expiry, on a month-to-month basis on the same terms and conditions subject to termination by either party on 30 days prior written notice.

9.0 CONTRACT PRICE

9.1 In consideration for the Software, Services and other obligations to be performed by Vendor under this Agreement, the City will pay Vendor the Contract Price set out in Schedule D unless the City, in good faith, disputes any amount charged.

9.2 Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Supplier in connection with this Agreement unless and until the Supplier has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Supplier are in good standing up to the date that such payment is due.

9.3 The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.

9.4 Any delay from the timeframes set out in Schedule A - Scope of Work due to the Supplier not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.

9.5 The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:

(a) the invoice must correctly set out:

(i) the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;

(ii) the full name of the City's project manager; and

(iii) the date and title of this Agreement,

(b) must be signed by an officer of the Supplier and contain a statement certifying that the Supplier has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;

(c) if Supplier is not a resident of Canada, for any Services performed by the Supplier in Canada, the Supplier shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.

9.6 All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.

9.7 Taxes.

(a) **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use, occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Supplier relating to the Services, all of which the City will be liable to pay to the Supplier wherever the Supplier is required to collect and remit such amount to any governmental authority as a result of this Agreement.

(b) **Supplier Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Supplier or its Affiliates on account of the Supplier's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.

(c) **Each Party Responsible for Own Taxes.** Each of the City and the Supplier shall be responsible for paying those taxes applicable to it under Applicable Laws.

(d) **Withholding Taxes**.

(i) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:

(1) withhold an amount from a payment made to the Supplier; and

(2) pay the withheld amount directly to the relevant government authority.

(ii) If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government 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.

(iii) Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).

(iv) If the City does not withhold an amount under Section 9.7(d) which it is required to withhold pursuant to any Applicable Laws relating to taxes, the Supplier agrees to pay that amount to the City, upon request by the City and upon the City showing the Supplier the requirement to withhold under Applicable Laws.

(v) 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 9.7(d).

10.0 CITY'S RIGHT TO TERMINATE

10.1 **Termination without Cause:** The City may, at any time and for any reason, terminate this Agreement in whole or in part by giving Vendor 10 days' prior written notice. If the City terminates under this section, the City will pay any reasonable wind-up costs of the Vendor up to a maximum of $5,000. Vendor will immediately refund the balance of any prepaid and unearned fees to the City and may offset any reasonable wind-up costs, up to the foregoing maximum, against the amount to be refunded to the City.

10.2 **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0 VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

11.1 **City's Request to Delete/Destroy Transmitted Data:** At the City's request, Vendor will immediately, permanently and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by Vendor, Vendor will delete and destroy the following:

(a) all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);

(b) all work files and derivative copies of the Transmitted Data; and

(c) all hard copies and electronic copies of reports in Vendor's possession or under its control.

Notwithstanding the foregoing, the City may ask Vendor to not delete or destroy certain Transmitted Data and Vendor shall comply with such request provided it does not conflict with Vendor's obligations under Applicable Laws.

11.2 **Obligation to Provide the City a Copy of Transmitted Data before Destruction:** Prior to the deletion and destruction of the Transmitted Data in accordance with Section 11.1, Vendor will provide the City with one or more copies of all of the Transmitted Data (in a format, medium and/or device instructed by the City) in Vendor's possession or under its control at such time.

11.3 **Declaration in Writing:** After complying with Sections 11.1 and 11.2, Vendor shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

11.4 **Continued Safe and Secure Storage:** Until the City makes the request in Section 11.1 to delete and destroy the Transmitted Data, Vendor will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

12.0 INSURANCE

[Note: City will consult/confirm with its Risk Management department for appropriate types and levels of insurance to be placed by the vendor once more information is known about the services.]

12.1 **Required Insurance/Amounts.** Prior to commencing the Services, Vendor will obtain:

(a) a Professional (Error and Omissions) Liability policy with limits of not less than $2,000,000 per claim and an aggregate of not less than $3,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services;

(b) a Commercial General Liability insurance policy with limits of not less than $2,000,000 per occurrence, aggregate of not less than $2,000,000, and a deductible of not more than $5000 or other such amounts the City may approve from time to time, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:

(i) include a cross liability clause or severability of interest clause or endorsement in favour of the City;

(ii) Include blanket contractual liability coverage;

(iii) Include non-owned auto liability coverage; and

(iv) name the City and its officials, officers, employees, and agents as additional insureds.

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

(a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;

(b) be primary insurance in respect to liability arising out of the operation of the Vendor, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

(c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

12.3 **Insurance Certificate.** Prior to signing this Agreement, the Vendor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4 **Insurance Requirements Additional To Any Other Requirements.** Vendor will provide, at its own cost, any additional insurance which is required by law to provide or other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent consultant, engineer, architect, or other professional would require to protect their operations or performance of services similar to the Services outlined.

12.5 **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Vendor 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 Vendor from any other provisions of this Agreement with respect to liability of Vendor or otherwise.

13.0 EXCLUSION OF LIABILITY

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0 RELEASE, INDEMNIFICATION AND LIQUIDATED DAMAGES

14.1 Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.

14.2 Vendor hereby agrees to indemnify and save harmless the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of the performance by Vendor of this Agreement, a breach by Vendor of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of Vendor or its officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

14.3 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

14.4 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

14.5 The City and Vendor acknowledge and agree that Vendor's failure to properly perform the Services will cause the City to incur economic damages and losses of types and in amounts that are difficult to compute and ascertain with certainty as a basis for recovery by the City of actual damages and that liquidated damages represent a genuine estimate thereof. Accordingly, Vendor will pay the City liquidated damages in accordance with the terms of any service level agreements or other terms set out in this Agreement.

15.0 CONFIDENTIALITY

15.1 The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.

15.2 In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:

(a) information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;

(b) information which was previously in Vendor's possession and did not originate from the City; and

(c) information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.

15.3 Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section. Vendor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.4 If Vendor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Vendor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Vendor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.

15.5 Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.

15.6 Vendor shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

(c) expiration or earlier termination of this Agreement; and

(d) written request of the City for return of the Confidential Information.

15.7 Vendor shall ensure that its employees are aware of their obligations of confidentiality under this Section 15.0.

15.8 Any Software manuals or other instructional material supplied by Vendor to the City will be deemed, subject to the exclusions in Section 15.2, to be Vendor's Confidential Information and the City will ensure that the City employees who are involved in the implementation and operation of the Software will comply with the obligations of this Article 15 in respect of such Confidential Information.

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

16.0 NO PROMOTION OF RELATIONSHIP

16.2 Vendor will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "**Communications**") without the express prior written consent of the City (except as may be necessary for Vendor to perform its obligations under this Agreement).

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

17.0 UNAVOIDABLE DELAY

17.2 Except for the performance of obligations to pay money, Vendor will be relieved from having to perform any obligation under this Agreement that 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 Vendor's lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of Vendor's employees or permitted sub-contractor's employees, or governmental action taken in the enforcement of law specifically against Vendor or its permitted sub-Contractors. If an Unavoidable Delay occurs, Vendor will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

18.0 NOTICES

18.2 Any notice required or permitted to be given to Vendor will be sufficiently given if delivered in writing by the City to Vendor personally, by courier or registered mail, by e-mail or by fax to the following:

[Insert name of vendor]

Attention: •
E-Mail: •
Fax: •

or his/her designate set out in an "Out of Office" email.

18.3 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by Vendor to the attention of the City personally, by courier or registered mail, by e-mail or by fax to the following:

CITY OF VANCOUVER

Attention: •
E-Mail: •
Fax: •

or his/her designate set out in an "Out of Office" email,

with a copy to:

City of Vancouver - Legal Services
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: *Francie Connell, Director of Legal Services*
E-Mail: *francie.connell@vancouver.ca*
Fax: *604-873-7445*

or her designate set out in an "Out of Office" email.

18.4 Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 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 or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

(iii) if given by e-mail or fax, on the day of transmission 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 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 notice or other communication must not be mailed but must be given by personal delivery, courier, e-mail or fax.

19.0 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

19.2 Vendor acknowledges that a breach by Vendor of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach, of any of Vendor's obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of its obligations.

20.0 NO SUB-CONTRACTING OR ASSIGNMENT

20.2 Vendor shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. If the City allows Vendor to assign certain rights or obligations to another party, Vendor shall be responsible for ensuring that such other party complies with all of the confidentiality, security and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

21.0 MISCELLANEOUS

21.2 **Time of the Essence.** Time shall be of the essence of this Agreement.

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

21.4 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

21.5 **Remedies Cumulative**. The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

21.6 **Further Assurances**. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

21.7 **Entire Agreement**. This Agreement and the schedules constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.

21.8 **Amendment**. This Agreement shall not be amended except as specifically agreed in writing by both the City and Vendor.

21.9 **Set-Off**. the City may at its option, withhold and set-off against any amount owing to Vendor (whether under this Agreement or otherwise) any amounts payable by Vendor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against Vendor, whether such claim is at law or in equity or tort or on any other basis.

21.10 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the City and Vendor and their respective successors and permitted assigns.

21.11 **Independent Contractor.** This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.

21.12 **Governing Law and Resolution of Disputes.** In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts will have exclusive jurisdiction to determine all disputes arising under this Agreement and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution. This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

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

[INSERT VENDOR'S FULL CORPORATE NAME]

By:	______________________ Signature	______________________ Print Name and Title
By:	______________________ Signature	______________________ Print Name and Title

CITY OF VANCOUVER

By:	______________________ Signature	______________________ Print Name and Title
By:	______________________ Signature	______________________ Print Name and Title

SCHEDULE A

SCOPE OF WORK

[Note: Agreed details relating to the scope of work - including the software functionality, implementation services, training, support services and service level commitments, to be inserted. A starting point for this Schedule A will be the set of requirements set out in an RFP and any modifications to those requirements as may be agreed by the City and the successful proponent. By way of example, set out below is an illustrative list of topics and services typically provided. Supplement or modify this list as necessary based on the set of requirements in the RFP and any agreed modifications.]

<u>Software Functionality</u>

The Software will have the following functionality:

[Insert a description of all software functionality]

(a) •;

(b) •; and

(c) •.

<u>Implementation</u>

Vendor will provide the following services so that the Software is ready for City use in accordance with the terms of this Agreement:

[Insert a description of all services that Vendor will perform in order to get the software ready for City use]

(a) •;

(b) •; and

(c) •.

<u>Training</u>

Vendor will provide the following training:

[Insert a description of the training that will be provided by Vendor]

(a) •;

(b) •; and

(c) •.

<u>Support Services</u>

Vendor will provide the following support services:

(a) **E-Mail Support:** E-Mail Support shall comprise e-mail access and response.

(b) **Direct Support:** Vendor shall provide the following Software support to the City during the term of this Agreement:

(i) advice by telephone or e-mail on the use of the Software without any limit on the amount of incident reports as follows:

(1) an emergency contact number and e-mail address available 24/7/365 for serious Software or Service performance issues;

(2) for less serious issues, by phone from Monday to Saturday inclusive from 9:00 a.m. to 5:00 p.m. Pacific Standard Time;

(ii) the dispatch out by email or mail of fix announcements to the Software, information regarding forthcoming new releases and technical newsletters;

(iii) the creation and upload to the Software, from time to time, of patches and fixes in respect of the Software;

(iv) the diagnosis of errors in the Software and the rectification of such errors (remotely or by attendance on site as determined by Vendor) by the issue of fixes in respect of the Software and the making of all consequential amendments (if any) to the Documentation;

(v) any other support service offered to the City from time to time; and

(vi) the issue of new releases of Software.

<u>Service Level Commitments</u>

Service Uptime:

(a) Vendor represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.

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

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

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

(d) Vendor represents and warrants that ninety-five percent (95%) of all transactions shall process within no more than one (1) second, and no single transactions shall take longer than five (5) seconds to process.

(e) If Vendor's system response times fall below the warranted level for two (2) or more consecutive weeks, Vendor shall provide City with a credit in the amount of twenty percent (20%) of the Services fees for that month. If Vendor's system response times fall below the warranted level for six (6) out of eight (8) consecutive weeks, Vendor shall be considered to be in default, and City may terminate the Agreement without penalty.

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

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

   a. Monthly Services availability by percent time, dates and minutes that Services were not available, and identification of months in which agreed upon service levels were not achieved;

   b. Average transaction processing time per week, the fastest and slowest individual transaction processing time per week, the percent of transactions processed that meet the service levels stated herein, and identification of weeks in which agreed upon service levels are not met.

   c. Other information requested by the City acting reasonably.

(h) City retains the right to use a third party to validate Vendor's performance in meeting agreed upon service levels.

Vendor Issue Response Time:

The following provisions shall be applicable to the response and correction of Service issues:

(a) If City detects what it considers to be an issue in the Services which causes it not to conform to, or produce results in accordance with, the Agreement, then City shall by telephone or e-mail notify Vendor of the issue.

(b) Vendor shall deliver to City and keep current a list of persons and telephone numbers (the "**Calling List**") for City to contact in order to obtain corrections of Services issues. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Vendor does not respond promptly to any request by City for telephone consultative service, City may attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

(c) Vendor shall respond within two (2) hours to City's initial request for assistance in correcting or creating a workaround for a Services issue. Vendor's response shall include assigning fully-qualified technicians to work with City to diagnose and correct or create a workaround for the Services issue and notifying City's representative making the initial request for assistance of Vendor's efforts, plans for resolution of the issue, and estimated time required to resolve the issue.

(d) For major issues, within twenty-four (24) hours after City first reports the issue, Vendor shall provide a correction or workaround acceptable to City. Vendor's correction process shall include assigning fully-qualified technicians to work with City without interruption or additional charge.

SCHEDULE B

PRIVACY COMPLIANCE AND DATA SECURITY

Certain terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0 GENERAL

1.1 The following terms used in this document will have the following meanings:

(a) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;

(b) "**personal information**" has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;

(c) **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;

(d) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and

(e) "**Transmitted Data**" means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (Iaas) or Platform as a Service (Paas)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2 **Privacy Legislation and Obligations**

(a) the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Vendor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Vendor has access under this Agreement.

(b) Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.

(c) Vendor agrees that all personal information and Transmitted Data to which Vendor has access under this Agreement is "under the control" of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City's notice.

(d) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.

(e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:

2.2.e.1 The purpose for collecting it;

2.2.e.2 The legal authority for collecting it;

2.2.e.3 The title, business address and business telephone number of a person who can answer the individual's questions about the collection.

(f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City's request direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City's expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(g) In the case of an access to information request made to the City, Vendor, at the City's expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.

(h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement.

No such information shall be disclosed unless Vendor is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.

(i) In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

(j) Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.

(k) Once Vendor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical and electronic access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents. If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location. Vendor will not store any such information on any other server or equipment without the prior written approval of the City.

(l) Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.

(m) Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.

(n) As between the City and Vendor, the personal information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

2.3 **Authorized Purposes:** Vendor may only use the personal information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4 **Restricted Access**

(a) Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.

(b) Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance

Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

2.5 **Security:** Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

(a) restricted access to records containing paper copies of personal information and Transmitted Data;

(b) restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and

(c) systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.

(d) Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:

2.5.d.1 single point of entry;

2.5.d.2 access only to persons on Vendor approved access list;

2.5.d.3 log-in validation;

2.5.d.4 creation of accounts only as verified by Vendor;

2.5.d.5 external or WIFI access to servers via encrypted means; and

2.5.d.6 servers running behind secure firewall.

2.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**

(a) Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.

(b) Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:

2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;

2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;

2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that personal information is revoked. If requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

2.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and

2.6.b.6 upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

2.7 **Information Retention, Transfer to the City and Destruction:**

(a) **Vendor's Retention, Transfer to the City and Destruction:** Vendor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Vendor shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Vendor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon the expiry of one year after the end of the term, Vendor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. After all such information is transferred to the City and subsequently destroyed, Vendor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8 **Inspection and Compliance**

(a) During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.

(b) the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:

2.8.b.1 provide such certificate; or

2.8.b.2 provide a notice of non-compliance in accordance with section 1.9.

(c) Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.

(d) If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.

(e) Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.

2.9 **Written Notice of Non-Compliance.** Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

2.10 **Survival:** The obligations in this document shall survive the expiration or earlier termination of this Agreement.

3.0 ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION

3.1 Vendor shall, in respect of storage of, and access to, personal information and Transmitted Data**:**

(a) take a physical inventory, at least annually, of all records containing such information, to identify any losses;

(b) ensure that records are not removed from storage premises without appropriate written authorization from the City;

(c) use physically secure areas for the storage of records and restrict access to Authorized Employee;

(d) ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;

(e) ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;

(f) implement procedures for identification and authentication, which include:

(i) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;

(ii) ensuring that authentication codes or passwords:

(1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;

(2) are known only to the authorized user of the account;

(3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;

(4) are no fewer than 6 characters in length;

(5) are one-way encrypted;

(6) are excluded from unprotected automatic log-on processes; and

(7) are changed at irregular and frequent intervals at least semi-annually;

(g) maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;

(h) take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;

(i) implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and

(j) implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.

3.2 Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).

3.3 Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.

3.4 Vendor shall securely segregate personal information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:

(a) separate storage facilities for such information;

(b) authorization before a person is granted access to computers containing such information; and

(c) entry passwords and the employment of public key encryption/smart card technology where practicable.

3.5 Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.

3.6 Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA, PIPA, PIPEDA or any other Applicable Laws.

3.7 As per section 2.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C

INSURANCE CERTIFICATES

SCHEDULE D

CONTRACT PRICE

[Note: Insert all fees to be paid by the City to the vendor under this contract]

SCHEDULE E

RFP

[SEE ATTACHED]

SCHEDULE F

VENDOR'S PROPOSAL

[SEE ATTACHED]

Build stronger, more trusting communities through meaningful engagement.

Prepared by
Bang the Table Canada

Prepared for
The City of Vancouver

RFP No. PS20191175
Digital Engagement Platform

Our Mission

Our mission is to enable public participation as a fundamental pillar of well-functioning 21st century democracies by forging constructive relationships between communities and the institutions of government.

Robust democracy requires real public participation.

Through technology and deep industry knowledge, our aim is to continuously innovate and add value to the public participation industry. Our experience with online community engagement aims to empower organizations and their communities by providing them accessible opportunities to learn about and contribute to the decisions that affect their daily lives.

Bang the Table was established because, no matter how well-designed the off-line consultation process, inevitably it only reaches a small segment of a community. The online space provides the opportunity to give vastly more people access to information and enable them to have their say. It drives inclusive, transparent, and measurable community engagement processes that empower collaborative learning, discussion, and debate. EngagementHQ is a community engagement platform that provides capacity and support for focused consultation in a safe, information-rich environment through an integrated range of online community engagement feedback tools. A diverse approach extends inclusiveness and gives the community better opportunities to have their say on issues that are important to them.

The use of EngagementHQ, combined with our guidance and support, will provide an immediate and engaging online presence that will produce measurable results.

Bang the Table Canada

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Executive Summary

Through technology and deep industry knowledge, our aim is to continuously innovate and add value to the public participation industry. Our experience with online community engagement aims to empower organizations and their communities by providing them accessible opportunities to learn about and contribute to the decisions that affect their daily lives.

Bang the Table was established because, no matter how well-designed the off-line consultation process, inevitably it only reaches a small segment of a community. The online space provides the opportunity to give vastly more people access to information and enable them to have their say. It drives inclusive, transparent, and measurable community engagement processes that empower collaborative learning, discussion, and debate.

Engagement (EHQ) is a community engagement platform that provides capacity and support for focused consultation and engagement in a safe, information-rich environment through an integrated range of online community engagement feedback tools. A diverse approach extends inclusiveness and gives the community better opportunities to have their say on issues that are important to them. Our proposed EngagementIQ (EIQ) service packages will ensure you're partnered with the right levels of support, training and strategic advice to help you achieve your goals.

We are confident that our online engagement solution will give the City of Vancouver an immediate and engaging online presence that will produce exceptional results and that can be effectively measured through reports and analytics. It will support project communication plans while providing a convenient, welcoming, safe, and fun experience for the citizens of Vancouver.

Organizational Profile

Our mission is to enable public participation as a fundamental pillar of well-functioning 21st century democracies by forging constructive relationships between communities and the institutions of government.

Bang the Table is a privately held company established in Australia in 2007 with 3 principle shareholders. Now based in Boulder Colorado with Canadian offices in Vancouver, Toronto and Ottawa. Bang the Table employs approximately 130 people globally. We operate using a distributed model, with development, administrative, sales and support teams operating in Canada, Australia, the United Kingdom, the United States, and India. Having this distributed footprint, we can provide our clients with responsive support, every day, around the clock 24/7/365. Across Canada and around the world, we have worked with over 500 different Federal, Provincial and Municipal governments since 2007. On average, we launch 100 new online engagement projects every week.

Bang the Table are global leaders in the field of online stakeholder & community engagement. The team has extensive skills in communications, government relations, public policy, strategic planning, data analysis, conflict management and community engagement and provide an integrated and robust service supported by sound methodological and strategic advice. We support our clients from the very beginning kick-off meeting through the lifetime of the relationship in regard to software and industry best practice support.

We pride ourselves on our experience and practice expertise which is led by our Chief Practice Officer and co-founder, Dr. Crispin Butteriss: https://www.linkedin.com/in/crispinbutteriss/. Crispin co-founded the International Association of Public Participation's (IAP2) Australasian Chapter and has a doctorate in philosophy, stakeholder engagement and public policy. Due to our history with the IAP2 we have become their online engagement supplier: https://www.letstalkiap2.org/.

We have a proven implementation process and lead our clients through the onboarding experience by providing training and online engagement best practice support. Following implementation, we continue to help our clients build knowledge and internal capacity around how to achieve measurable success with their online space and demonstrate transparency of process and results to both internal and external stakeholders and citizens.

Bang the Table is a **GovTech100 company** and is **ISO27001 certified**. For capability demonstration and similar government work, Bang the Table Canada:

- Is an online engagement supplier to the Government of Canada;
- Works with over 100 Canadian municipalities (https://www.bangthetable.com/community-engagement-canadian-municipalities);
- Predominantly work across all 3 sectors of government which includes Federal and Provincial crown corporations and authorities across various sectors.

Proposal Form

APPENDIX 1
PROPOSAL FORM

RFP No. PS20191175, Provision of a Digital Engagement Platform (the "RFP")

Proponent's Name: Bang the Table Canada LTD
"Proponent"

Address: 300-1090 Homer Street Vancouver, BC, V6B 2W9

Jurisdiction of Legal Organization: British Columbia

Date of Legal Organization: Oct 1st, 2014

Key Contact Person: Dan Keane

Telephone: 416-996-9965 **Fax:** N/A

E-mail: dan.keane@bangthetable.com

The Proponent, having carefully examined and read the RFP, including all amendments thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 2 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Aug 27,2019

Signature of Authorized Signatory for the Proponent | Date

Dan Keane – Online Engagement Manager

Name and Title

Aug 27, 2019

Signature of Authorized Signatory for the Proponent | Date

Colin Ellis – Canadian Business Manager

Name and Title

1. PS20191175 – Requirements

Please see separate attachment (submitted in Excel format)

2. Statement of Work

a. Summary of Functionalities

EHQ provides capacity for unlimited consultation projects each of which can incorporate the sequential or combined use of multiple feedback tools including online forum discussions, surveys and quick polls, questions and answers, formal submissions, emails, storytelling, interactive mapping and a guest book supported by project specific newsfeeds. Each consultation project is further supported with a project library, video and photo gallery, project specific FAQs, project timeline and key dates in addition to widgets for embedding rich media. EHQ includes back-end database email and newsletter capabilities in addition to the ability to manage participant records through demographics, notes, tagging and full detail of individual participant activity.

EngagementHQ (EHQ) is a fully customizable community engagement platform that provides capacity and support for focused consultation in a safe, information-rich environment through an integrated range of online information sharing and community engagement feedback tools. A diverse approach that extends inclusiveness and gives the community better opportunities to have their say on issues that are important to them.

EngagementHQ Information Sharing Tools (Widgets)

EHQ incorporates a range of **information sharing tools** (detailed below) to support your community's online learning and the engagement objectives. Highlight your key content and information resources to make it easier for your audience to self-educate and explore the issues in depth:

1. **Project Newsfeed:** Used for project news updates to present information about issues, or as a list to link from the homepage through to individual projects.
2. **News Categories Widget:** Help your visitors navigate through your news articles by filtering them with your category tags.
3. **Who's Listening Widget:** A custom list of key project team members, decision makers, community reference group members, etc. The widget includes the individual's role, organization, email, phone number and image (all optional), along with a link-through to the complete project team page.
4. **Project Lifecycle Widget:** Outline the stages of your project to your community and communicate the progress as you move through each stage.

5. **Photo Gallery:** The photo gallery widget displays two custom images from an unlimited capacity image gallery.
6. **Video Gallery:** The video gallery widget displays two custom video stills from an unlimited capacity video gallery.
7. **Documents Library:** Displays the key documents from your library as individual items or in folders.
8. **FAQ Library:** Displays a short list of frequently asked questions about your project with a link-through to the FAQ page.
9. **Key Dates Widget:** Displays and promotes the key dates associated with the off-line engagement process, such as public meetings.
10. **Important Links Widget:** Displays a list of links that are important to your project.
11. **Related Projects Widget:** Display a list of live or archived projects that are related to the current campaign for easy reference.
12. **Sign-up Banner:** Enable the signup banner to encourage your community to register and build your participant database.
13. **Social Media Feeds:** Allows the inclusion of project specific or organizational social media streams.
14. **HTML Embed Widget:** Allows integration of embedded content from any third-party source.
15. **Follow Project Widget:** Allows registered and unregistered participants to subscribe to the project.

More detailed information on Widget functionality can be found here:

- https://helpdesk.bangthetable.com/en/articles/403176-add-new-widgets

EngagementHQ Feedback Tools

EngagementHQ's range of eight (8) engagement **feedback tools** (detailed below) make it easy to marry your online and face-to-face methodologies. Through its platform approach, you can mix and match the tools you need, and turn them on or off, to best support the engagement process. Drawing on qualitative and quantitative data at each stage of the project, reporting enables you to measure your project's success criteria. Selecting the right tool for your engagement is essential if you are going to get the feedback you need. When thinking about which tools you might want to utilize, you might consider the spectrum below and first decide on the type of engagement environment you are comfortable with. As outlined below, there are three operating environments: controlled, mixed, and open. Each environment has a range of tools that are suitable for use on their own or in combination with others as part of a more robust methodology. Understanding your objectives, negotiables, and the types of information you need will be a key determining factor for your tool selection.

Controlled Environment: Participants cannot engage with each other. Data is stored in the backend and only accessible by administrators.

1. **Polls:** Polls are fast, easy and a great way to capture mood and sentiment towards a range of issues. Get people engaged in a range of projects with the click of a button. Gain a better understanding of community sentiment while unpacking community knowledge on issues, projects and activities. Results are available for your community instantly to show their contribution.
2. **Surveys:** The Surveys tool gives people an opportunity to voice their opinion in a convenient and guided way, which has historically shown higher response rates than other formats. EHQ's Survey tool can also be used as a form submission tool, an event registration tool, and an online petition tool.

Mixed Environment: Administrators can moderate the discussion and choose to display feedback publicly or to keep it private. If public, participants can see other participant contributions however there is little peer-to-peer interaction. All publicly facing comments are moderated by Bang the Table.

3. **Stories:** When we tell or hear a story, neuroscience tells us that we experience things on a higher and more resonant level. Stories helps your community better understand, empathize and relate to others as well as your project goals.
4. **Guestbook:** Guestbook keeps things simple; people are only able to upload comments, which are moderated to manage what appears publicly. No other interaction is enabled.
5. **Questions:** Questions is an issues management and communications risk mitigation tool. It is a managed space for your community to ask you questions and for you to respond either publicly or privately.

Open Environment: Participants can engage with each other. Comments, images and ideas are visible to the community and are moderated by Bang the Table.

6. **Discussion Forums:** The Forums tool creates a space for discussion, dialogue and debate. People share their experiences with others, ask questions and have conversations in a safe and interactive environment.
7. **Ideas:** Ideas provides "virtual" post it notes for individuals to add their ideas to a collective board. People 'like' the ideas that inspire them most, helping align your priorities with what matters most to the community.
8. **Places:** Places is a simple way to gather community feedback and ideas directly on a map. Participants drop a "pin" in a defined area, add photos and fill in a quick survey as an option.

More detailed information on EngagementHQ's feedback tool functionality can be found here:

- https://www.bangthetable.com/engagementhq-community-software/
- https://helpdesk.bangthetable.com/en/collections/464649-use-the-right-online-engagement-tools

In order to meet the City's **Participatory Budgeting** requirements, we have partnered with Balancing Act (details below) and have included pricing in the commercial section of our proposal. This is the first partnership we've announced in what is going to be a much broader partnership ecosystem. We're looking around the world and finding the absolute best solutions for different aspects of community engagement. We feel EngagementHQ is the best platform for overall community engagement, but where there's some aspect of community engagement where others are focusing and doing better, we intend to bring those into our ecosystem, into our marketplace and make them available to our clients.

Balancing Act by Engaged Public
https://abalancingact.com/

Balancing Act allows users to learn about proposed budget items, weigh trade-offs, and sync desired spending with available funding. As a simulation, it is dynamic and brings tough trade-offs to the forefront, supporting individuals and groups to reach consensus. Created by Engaged Public, a Colorado-based public policy consulting firm founded in 1998 and specializing in engagement-driven strategies and public policy leadership development. Engaged Public's mission is to bridge people and policy through meaningful, productive dialogue and other innovative tools. Balancing Act:

- Provides an accessible, comprehensive yet simple way to demonstrate financial transparency and accountability;
- Creates understanding and support for tough decisions that need to be made;
- Increases public participation and trust.

Features and functionality include:

- Easy to use with embedded help, pre-loaded descriptions and a simple onboarding process;
- Customizable online simulation page with unique URL;
- In-depth, aggregated data reports on feedback priorities, including qualitative feedback;
- Optimized for the complexity of public budgets;
- Constantly-growing catalogue of background research, best practices and standards;
- Hosted on Canadian servers and accessibility compliant to WCAG 2.0 Level AA;
- Seamless integration with Bang the Table's EngagementHQ platform.

SMS Messaging: Bang the Table is in the final stages of partnering with an SMS messaging solution provider that will be integrated into the EngagementHQ platform. We are not able to provide more detail at this time and have not included a response in the commercial section of our proposal.

EngagementHQ Platform Functionality Summary

Intuitive for both participants and staff: EngagementHQ (EHQ) is deployed as a service (SaaS) and incorporates a range of functional branded template options that are intuitive and practical for community participants and are designed to encourage exploration across projects and stimulate engagement. The capacity to combine a thorough suite of engagement feedback tools, information resources and project news and updates within any EHQ project ensures your community is fully informed (can self-educate), up-to-date and engaged in the one place. All design elements including logos, banners, images, colour schemes, fonts and font styles can be determined and applied by administrators to their selected EHQ template. Deep rebranding incorporating the integration of client website headers and footers including the navigation components can be added to provide a seamless transition between sites.

Administration: There are two (2) levels of administration to provide you with user and content control while encouraging user adoption by from outside the core community engagement team. This allows for a broader team of key internal stakeholders to assist in the management and creation of content for your site. EHQ's intuitive back-end provides administrators with complete control over their sites and topics/projects. Bang the Table staff do not need to get involved with the ongoing management of your system unless you need our support or require additional resources.

Participant Registration: Participants can create a profile via a registration form configured by you. The only fields required to participate are a participant-defined username, password, and email address. Additional fields can be configured, and an unlimited number of properties can be solicited of participants. Our engagement tools allow anonymous and registered participation, as configured by administrators. EngagementHQ will also log available participant information and make it visible in the Participant Relationship Management (PRM) dashboard, and accessible via the Analytics Reporting tool. Usernames and email addresses are checked for uniqueness at create and edit points. When logged in participants can access their profile to update their preferences. Participants can reset forgotten passwords using the "forgotten or reset password" process, which can be accessed at any time with a valid and verified (by us) email address.

Participant Relationship Management: Our Participant Relationship Management (PRM) system is our flagship community-building system. It makes long-term engagement easy by building a strong data and information-driven base through integration with all the EngagementHQ tools, including newsletters, blogging, and social sharing. This ensures that you don't have to rely 100% on project promotion to drive participation and ensures people are kept informed throughout a project's lifecycle to validate participation. A powerhouse relationship management system, PRM gathers and integrates data and information so that you can better understand and engage with the people who interact with you.

- Targeted Communications: Segmentation functionality that allows administrators to target registered participants via email. Targeting can be based on various data points such as prior interest, participation in past projects, demographic information collected during the registration process, and so on. These criteria are then used to create Groups, which are then used to target participants with topic-specific messaging via the newsletter feature.

- E-Newsletters: Syncing with your other EngagementHQ tools and data, our range of newsletter templates give you one easy platform to work from. The designs are simple to work with and include preview and test functions, and audience selection and filtering. As an option we provide integration with any 3rd party newsletter system.

- Social: Social integration makes it easy to connect your social platforms. It provides social log in (through Facebook, Twitter, and Google Connects), social network integration, simple social sharing of projects, and the ability to embed social feeds into the platform and your project pages.

Project Visibility Modes: EngagementHQ's project visibility tool gives your projects three modes of visibility: 'Public' (anyone can see and participate), 'Protected' (participation is by invite only and the project is only visible to participating members), or 'Community Panel' (participation is by invite only, but the project and conversation can be seen by anyone).

Qualitative and Quantitative Reporting: EngagementHQ incorporates a suite of analysis and reporting capabilities for each feedback tool used within a consultation project, for individual or multiple consultation projects and on a site wide basis. Following are resources to help you evaluate the platform's reporting capabilities. See chapters for areas of interest:

- https://helpdesk.bangthetable.com/recorded-webinars-and-ehq-demos/reporting-on-your-consultation
- https://www.bangthetable.com/reporting-and-analytics/

Dashboards provide real-time analytics on screen and the combination of dashboards and exportable reports can be configured across a variety of date ranges to analyze results and generate reports.

- **The Dashboard** provides an overview or snap shot of site visitation and a summary of specific interactions by participants across individual feedback tools in each live project.

- **Site-wide Activity** is accessible online and in download report formats as either a summary or full report of engagement with the option to report across either live or archived engagement projects or categories.
- **Project Activity** reports and analysis capabilities are available both online and in download formats for all individual projects in both summary and full report formats. The reports include all feedback and detailed date stamped results in graphs for surveys (including cross tabulation), submissions and quick polls. Detail of all qualitative feedback from Discussion Forums, the Guestbook, Q&A, EngagementHQ Places and Ideas is captured within the project report and can be further interrogated and analyzed via key search functions and tagging with reports available in PDF and Excel formats.
- **Engagement Tool Activity** reporting enables access to the activity and reports for each individual tool used in a consultation project or across multiple consultation projects.
- **Participant Demographics** are captured during the registration process. Reporting and analysis of captured data allows analysis of participation by demographic identifiers for individual, multiple and consolidated consultation projects and/or for each feedback tool or by participant.
- **Traffic Sources.** The EngagementHQ dashboard provides exportable graphs of traffic to your site or consultation project from Direct URLs, Social, Email, Referrals and Search Engines.

EngagementHQ incorporates a key matrix of **Aware-Informed-Engaged (AIE)** visitor typology providing detail of site or project visitation and how informed and engaged your community is with your site and individual engagement projects.

- **Aware:** A visitor is considered to be 'aware', if they have made one single visit to your site or project.
- **Informed:** A visitor is considered to be ‘informed' if they have taken the next step and sought to find our more information by accessing information resources within a consultation project. This is generally information included within resources such as you document library, FAQs, key dates, video and images galleries or project news feed.
- **Engaged:** A visitor is considered ‘engaged' if they contribute or provide feedback to an active tool on your consultation project.

Comment Tagging and analysis functionality allows qualitative data to be interrogated within the EngagementHQ content management system by key words, sentiment or combination of key words from Forums, Storyteller, the Guestbook, Q&A, Ideas, Places and Survey and Submission tools, with capacity to categorize, tag and download qualitative analysis reports in Excel or CSV formats for further interrogation of reporting.

Branding and Website Integration: EngagementHQ (EHQ) can be structured and branded to support your corporate identity. Website design, information architecture, and visual branding are all critical elements of your community's online experience. With EHQ you can brand your site to match your corporate look and feel. Custom theme options can be created to comply with policy requirements. EHQ is delivered as an 'unbranded' website. You choose your colours, add your corporate logo, header banners, and any images.

EHQ comes with the choice of five homepage layouts suitable for different organizational needs straight out-of-the-box. With a little extra work, EHQ can be integrated with your corporate website. The header, footer, fonts, colours, and other design elements can be configured to create a seamless experience. This requires additional development work and a consultation process with the product manager. This branding is then applied to all additional projects. If you're after something completely unique, we can either take your designs or work with you to develop a brand new look and feel for your EHQ site.

For more detailed information on the EngagementHQ platform functionality please refer to the following resources:

- https://www.bangthetable.com/wp-content/uploads/prospectus-ca.pdf
- https://www.bangthetable.com/engagementhq-community-software/

For an overview of *New* EngagementHQ platform features and functionality:

- https://www.bangthetable.com/engagementhq-whats-new/

b. Project Timeline with Milestones

We are proposing the following implementation process that will take anywhere between 2-6 weeks. The project timeline is dependent on the City of Vancouver's resource availability and approved site and project content. The timeline can also be influenced by any development requirements should the City choose one or more optional add-ons such as Single Sign-On (SSO) or website branding integration.

We can have your site and initial engagement projects ready for launch (publish to the public) in as little as 10 business days following contract execution. Please refer to the graph below for a summary of the various tasks/milestones following contract execution prior to site launch for both our **Standard Onboarding Package** and our **Site Build & Accessibility Package** (optional).

Our onboarding processes helps you start off on the right note with rigorous site scoping, EngagementHQ platform training as well as quality assurance testing before launching your site and initial engagement projects. The kick-off meeting (first step in the onboarding process) provides the following deliverables:

- Clarify engagement objectives and approach, establish internal buy-in;
- Discuss the City's broader objectives and their alignment with EngagementHQ;
- Introduce key staff and clarify scope and required support levels;
- Identify requirements for launch;
- Discuss options and validate understanding;
- Schedule site delivery and training date.

Included in our commercial proposal for the City of Vancouver is both our' Standard Onboarding' and our 'Site Build and Accessibility Onboarding' packages which include the following deliverable and optional add-ons:

Standard Onboarding Strategy and Training

- Kick-off meeting (as described above) with your engagement team to discuss the City's objectives.
- Site scoping session for strategy development and to provide engagement practice-related recommendations.
- Two (2) online accelerators providing EngagementHQ platform training for all administrators.
- Regular progress check-ins and support (online or in-person).
- Access to online site setup help desk resources that includes online chat.
- Pre-launch quality assurance and testing: Rigorous testing of your site, engagement tool setup, projects and settings. We'll make suggestions, fix errors and provide you with a checklist report so you have confidence your site is ready to launch.

Site Build and Accessibility Onboarding Package (Optional add-on)

- We'll build your site for you with up to five initial projects. This includes tool setup, managing site settings, mapping your homepage, ensuring accessibility and creating projects based on initial scoping;
- Up to four site build iterations are included;
- Pre-launch quality assurance and testing: Rigorous testing of your site, engagement tool setup, projects and settings. We'll make suggestions, fix errors and provide you with a checklist report so you have confidence your site is ready to launch;
- Final accessibility audit and report insures compliance: Our accessibility audit and report will review your site for missing alt text, correct usage of heading structures, colour contrasts and complexity of your project copy to ensure your site is accessible for all audiences.

Reliability Test Period and Sustainment

Please note that the reliability test period and sustainment requirements listed in the RFP requirements are not applicable to our solution. Our SLA's start from the date of launch (go live) and we don't anticipate any issues given the scope of the City of Vancouver's RFP.

Onboarding Resource Allocation and Support

City of Vancouver: We suggest involving a Project Manager, the City's engagement and communication leads (Business Leads), and a Solution Architect during the kick-off and site coping exercises as well as during the quality assurance and testing session(s) prior to launch. Nominated Site and Project Administrators should be involved in the EngagementHQ platform training sessions.

Bang the Table: Our Vancouver-based Practice Lead (Anthea Robinson-Shaw) will be the primary contact during the onboarding process and will be managing any issues, decisions, and project change requests. The Practice Lead will work with your Project Manager, Solution Architect, Business Leads, and nominated EngagementHQ Site and Project Administrators during the onboarding process. Our Practice Lead will be available as a first point of contact during working hours (Pacific Time) and will escalate any issues by creating a support ticket. Although our support team is available 24 hours a day to help with user, technical issues or quick advice, we recommend that all communication be directed to the Practice Lead during the onboarding process.

c. Project Approach

We describe our project approach from contract execution through to ongoing support and maintenance within our responses to (a. above) and (d. below).

d. Description of Services

Services Overview: EngagementIQ (EIQ) is the collective knowledge, skills, and passion of a team of professionals with decades of experience in digital engagement working across four continents. Together our Practice Leads, Engagement Managers, Moderators and Support Managers bring unrivalled expertise to your doorstep. EngagementIQ includes:

- Professional mentoring and account management by our team of experienced Engagement Managers; all of whom have worked for many years in roles beside or within government agencies in engagement, communications and marketing, and public policy. Our account management team are available by phone or email during standard business hours (PST).
- Continuous learning about leading practice community engagement with our face-to-face training, webinar series, on-demand video, online learning portal, and regular newsletters.
- Software training and continuous support, either online or in person from your Vancouver-based Practice Lead (Anthea Robinson-Shaw) , or our Client Success team members (online only).
- 24/5 Help Desk support from our incredibly responsive chat and email support team if you ever get stuck, find a bug, or just need some quick advice. With an initial response time of less than three minutes, and an average client satisfaction score of 96%, our Help Desk team sets the benchmark for global online support across all sectors. Clients can access our self-serve Help Desk from within the EngagementHQ platform (web) https://helpdesk.bangthetable.com/, can get in-touch with our Help Desk team by utilising our in-app intercom (Live Chat), by phone, or by sending a support ticket to support@engagementhq.com.
- We Guarantee 99.75% availability and our uptimes have historically remained above "three9s" (99.9%). Our application instance is hosted with an auto recovery instance for the application

server. This ensures that in case of any hardware failure, the instance is capable of recovering itself automatically. When faults are notified, the following minimum service standards are in place:

- For issues critical to the core functions of the site (i.e. website is unavailable), a response will be immediate, and a fix will be implemented within four hours. Liquidated damages only apply to our uptime guarantee. We can offer the City of Vancouver a week for each hour over our SLA guarantee.
- For minor critical issues to the core functions of the site (i.e. part of the website is unavailable or not operating efficiently for more than four hours), a response will be within two hours and a fix will be implemented within one business day.
- For non-critical issues to the core functions of the site (i.e. part of the website is unavailable or not operating efficiently with only a material impact on the promotion of your engagement projects), a response time is not mandated but a fix will be implemented within two business days.
- For minor non-critical issues to the core functions of the site (i.e. a problem which has little or no impact to the efficiency of users), a response time is not mandated but a fix will be implemented as soon as practical but no later than 10 business days

- 24/7 content moderation by our global network of experienced and mature moderators keeps any public-facing conversations safe and on-topic for participants and protects you from any risks associated with inappropriate content. Following is a link to our standard Moderation Policy: https://engage.translink.ca/moderation.

For implementation support services please see our response to requirement **b. Project Timeline with Milestones** (above).

In order to meet the City of Vancouver's ongoing support requirements we are proposing our **Core Support Package** that includes: Access to a dedicated Practice Lead, 24/7 public facing comment Human Moderation (2hrs first response), 24/5 chat and email support (15 mins first response chat, 2 hrs for email), Access to Help Desk Resources, Invitation to Client Meetups, Quick phone support during business hours Pacific Time.

As an optional upgrade we recommend looking into our **Partner Support Package** that includes the Core Service Package deliverables and the following additional training and 'digital first practice' related support deliverables during the first year (descriptions follow below):

- Four (2) Online Accelerators (tailored training) to be delivered at regular scheduled intervals over the first few months of the contract and recorded (video provided for internal resources).

- Eight (4) Online Coaching sessions to be delivered over the first six months of the contract in order to help with support and guidance around roll-out, internal documentation, and user adoption.
- Fifteen (2) Project Planning sessions. We will provide planning resource templates that Site Administrators can use and distribute to their teams (assigned Project Administrators) to help plan for future projects.
- Digital Engagement Site Review - year-end benchmarking report.

Online Accelerators description: Rapidly increase your knowledge of digital community engagement and the EngagementHQ platform. Delivered via our online webinar software, these sessions go beyond normal group training to provide targeted and personalised online training for your organisation. Sessions are available on-demand and can be tailored to your specific needs.

Online Coaching description: Work with our Practice Leads to develop your organisational capacity and professional skills. Our coaching service is designed to ensure you have the right advice for delivering best-practice online community engagement. Online coaching can be used to help you with organisational buy-in, developing internal processes, reviewing current practices and for learning more about community engagement. Develop a professional learning plan for you and your team and continue to improve your digital engagement capacity.

Project Planning description: Every successful engagement project starts with a detailed project plan. Going beyond our regular client advice, our team of Practice Leads will help you prepare a fully scoped digital engagement project plan. Starting with project scoping sessions, we'll work with you to define objectives and build a path for execution. We'll identify your audience, scope the project, manage risk and determine the right mix of feedback tools for your project methodology. We'll even help you craft engaging questions to get the right feedback and ensure you are set-up for effective analysis and reporting of your project.

Digital Engagement Site Review description: Take a deeper look at your engagement practice to identify gaps, opportunities and set benchmarks to measure future performance against. Our team will conduct a detailed review of your engagement site and activities over the last year so you know how to continuously improve results. Our detailed report will include insights about your levels of engagement and site behaviors, tool selection and project execution, closing the loop as well as project evaluation practices. We'll present findings to your executive team so they are informed about successes and can buy-in to your growth plans.

Package Options

Our annual support packages are carefully crafted to provide the right mix of support, training and strategic advice. Choose the package option that best fits your needs or mix and match service options for any one of your engagement projects.

BANG THE TABLE engagementIQ	CORE Included	PARTNER Best Mix	STRATEGIC Most Support
Engagement Manager	Yes	Yes	Yes
Practice Lead		Yes	Yes
Moderation 24/7	Yes	Yes	Yes
First Response	2 Hrs	2 Hrs	1 Hr
Multi-Language Moderation [1]	Yes	Yes	Yes
Support 24/5 Chat and Email	Yes	Yes	Yes
First Response Chat	15 mins	10 mins	5 mins
First Response Email	2 Hrs	2 Hrs	1 Hr
Access to Help Desk Resources	Yes	Yes	Yes
Invitation to Client Meetups	Yes	Yes	Yes
Quick Phone Support (business hours)	Yes	Yes	Yes
Training			
Regular Webinars and Podcasts	Yes	Yes	Yes
Online Accelerators		2	4
Advisory		Yes	Yes
Annual Coaching Planning Session		Yes	Yes
Annual Coaching Sessions		4	6
Annual Coaching Summary		Yes	Yes
Digital Engagement Project Planning Sessions		2	6
Digital Engagement Site Review and Benchmarking Report		Annual	Annual
Site Review Staff Capacity Survey			Yes
Site Review Community Capacity Survey			Yes

1. Bang the Table moderators have natural language in English, French and Spanish. Comments received outside these are moderated using language translation technologies.

Following is a link to all the available Support Services which includes videos and detailed service descriptions: https://www.bangthetable.com/engagementiq/

e. Key Personnel

Anthea Robinson-Shaw

Employee: Anthea Robinson-Shaw

Title: Western Canadian Client Manager and Digital Engagement Practice Lead (Vancouver-based)

Online profile: https://www.linkedin.com/in/anthea-robinson-shaw-aa3547b/

s.22(3)(d)

[redacted]

f. City Resources Required

Resources for onboarding (implementation) are dependent on the City of Vancouver's preferred onboarding package. Please refer to our response to requirement **b. Project Timeline with Milestones** (above). Within our response we suggest involving a Project Manager, the City's engagement and communication leads (Business Leads), and a Solution Architect during the kick-off and site scoping exercises as well as during the quality assurance and testing session(s) prior to launch. Nominated Site and Project Administrators should be involved in the EngagementHQ platform training sessions and any ongoing support package deliverables. Following is a summary of administrator permissions:

Site Administrator

- Manage the entire EngagementHQ site;
- Add other site administrators;
- Create a project and add project administrators;
- Can clone, publish and archive a project;
- Edit the homepage;
- Edit the sign-up form;
- Add/edit static pages;
- Add to/edit the navigation;
- Edit site-wide text and font colour;
- Send Newsletters;
- Manage the participant database;
- View the site-wide dashboard;
- Access the Marketplace section;
- View the audit trail for the entire site,

Project Administrator

- Access and manage projects assigned to them;
- View the list of projects assigned to them;
- View the dashboard of activity for the projects assigned to them;
- View the reporting page for the projects assigned to them;
- View the audit trail for the projects assigned to them;
- Access the helpdesk.

g. Project Deliverables

Project deliverables are dependent on the City of Vancouver's preferred onboarding and support service packages. Please refer to our response to requirements **b. Project Timeline with Milestones** and **d. Description of Services (above).**

h. Project Risks

Based on the City of Vancouver's Scope of Work (Part B) we don't anticipate project risks that would impact a timely delivery within scope and budget. This assumption is based on past experience with similar size projects. Please note that the only development required will be to manage any optional website brand integration or to configure Single-Sign-On (SSO).

Our Practice Lead will be the primary contact during the onboarding process and will be managing any issues, decisions, and project change requests. The Practice Lead will work with your Project Manager, Solution Architect and Business Leads on the implementation (onboarding process). Our Practice Lead will be available as a first point of contact during working hours (Pacific Time) and will escalate any issues by creating a support ticket. Although our support team is available 24 hours a day to help with user, technical issues or quick advice, we recommend that all communication be directed to the Practice Lead during the onboarding process.

We measure customer satisfaction after every client interaction, using ratings requests triggered automatically, after every resolved chat or email. The summary of ratings achieved quarterly, bi-annually or annually can be shared with the customer on request or as agreed in the contract. Any satisfaction deficiencies are addressed through the Client Relations team directly with the client and improvements incorporated into our organisation's processes.

3. PS20191175 – Commercial Proposal

Please see separate attachment (submitted in Excel format)

4. References

4. References (should be relevant and comparable to this RFP)	
Client Name # 1	**City of Kingston, ON** - Get Involved Kingston https://getinvolved.cityofkingston.ca/
Address (City and Country)	The Corporation of the City of Kingston 216 Ontario Street, Kingston, Ontario, Canada, K7L 2Z3
Contact Name	Debbie Miller
Title of Contact	Manager of Communications & Public Engagement
Telephone No.	613-546-4291
E-mail Address	damiller@cityofkingston.ca
Length of Relationship	January 2017 – Present

Description of Services provided to this Client	During the summer of 2017 The City of Kingston implemented Bang the Table's EngagementHQ and Budget Allocator products to support their public engagement policy/framework (recently released and based on IAP2 principles) and all engagement projects. The aim was to provide a blended (offline/online) community engagement strategy to ensure all stakeholders and citizens have the ability and opportunity to learn about and participate (when appropriate) in projects and decisions that impact their lives. The Get Involved Kingston site implementation is an 18-month pilot site (unlimited projects) with the option to renew for a 3- year agreement. In September 2019, Kingston was awarded the IAP2 Canada Organization of the Year at the 2019 IAP2 North American Conference. Deliverables: • EngagementHQ Annual License (unlimited projects) • Standard Onboarding package • Partner level Support Package
Length of Implementation (from contract execution to 'Go Live', to completion of Reliability Test Period).	This varies client to client depending on the resources and availability. Bang the Table implementation averages 10 business days to onboard and launch a client.
Lessons learned	Lesson learned by Bang the Table and the City have been summarized in the following case study: • https://www.bangthetable.com/blog/case-study-city-of-kingston-ontario/
Client Name # 2	**City of Montreal – Making Montreal** https://www.realisonsmtl.ca/
Address (City and Country)	801, Brennan (3e étage) Montréal, QC, H3C 0G4

Contact Name	Nicolae Rosca Stephanie Roy-Duarte
Title of Contact	Nicolae Rosca: Advisor of Digital Solutions Information Technology Stephanie Roy-Duarte: Analyst
Telephone No.	Stephanie: 514-872 -1929 Nicolae: 514-872-1929
E-mail Address	nicolae.rosca@ville.montreal.qc.ca stephanie.roy.duarte@ville.montreal.qc.ca
Length of Relationship	2014 – Present
Description of Services provided to this Client	Deliverables: • EngagementHQ Annual License (unlimited projects) • Standard Onboarding package • Partner level Support Package
Length of Implementation (from contract execution to 'Go Live', to completion of Reliability Test Period).	This varies client to client depending on the resources and availability. Bang the Table implementation averages 10 business days to onboard and launch a client.
Lessons learned	N/A
Client Name # 3	**The Region of Waterloo, ON** https://www.engagewr.ca/ City of Kitchener: https://www.engagewr.ca/kitchener City of Cambridge: https://www.engagewr.ca/cambridge City of Waterloo: https://www.engagewr.ca/waterloo
Address (City and Country)	The Region of Waterloo 150 Frederick St. Kitchener, ON N2G 4J3
Contact Name	Janette MacDonald Shawn Falcao

Title of Contact	Janette MacDonald: Community Engagement Consultant Shawn Falcao: Manager of Communications
Telephone No.	Janette Macdonald: 519-741-2345 Shawn Falco: (519) 740-4683 ext. 4350
E-mail Address	janette.macdonald@kitchener.ca falcaos@cambridge.ca
Length of Relationship	2018 – Present
Description of Services provided to this Client	Deliverables: • EngagementHQ Enterprise Annual License (known as 'Hubs' • Standard Onboarding package (per municipality) • Partner level Support Package
Length of Implementation (from contract execution to 'Go Live', to completion of Reliability Test Period).	This varies client to client depending on the resources and availability. Bang the Table implementation averages 10 business days to onboard and launch a client
Lessons learned	N/A

5. Subcontractors

We're looking around the world and finding the absolute best solutions for different aspects of community engagement. We feel EngagementHQ is the best platform for overall community engagement, but where there's some aspect of community engagement where others are focusing and doing better, we intend to bring those into our ecosystem, into our marketplace and make them available to our clients.

- **Participatory Budgeting**: In order to meet the City's Participatory Budgeting requirements, we have partnered with Balancing Act.

- **SMS Messaging**: Bang the Table is currently looking into partnerships for SMS messaging and will source a solution for the City of Vancouver should we be awarded the RFP. We are not able to provide any more detail at this time.

6. Declaration of Supplier Code of Conduct

As an authorized signatory of Bang the Table Canada Ltd, I declare that I have reviewed the SCC and to the best of my knowledge, Bang the Table Canada Ltd and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of Bang the Table Canada Ltd. Signature: Dan Keane Name and Title: Dan Keane – Online Engagement Manager
Exceptions to Declaration: None.

7. Conflicts, Collusion, Lobbying

7. Conflicts, Collusion, Lobbying See Article 9 of Appendix 2 for instructions.
No conflict of interest / no collusion / no lobbying

8. Form of Agreement – Deviations and Variations

Please find below our requested changes to the Form of Agreement (Appendix 3).

5.5 (page 21)

'On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.'

Bang the Table: We request this be changed to once per quarter.

6.3 (page 24)

'... If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services,..."

Bang the Table: We request this be changed to 4 hours.

7.3 (page 25)

'Vendor will ensure that the Software is available for use by the City at least 99.99 per cent of the time during the term of this Agreement.'

Bang the Table: We request this be changed to 99.75% although we have historically achieved 99.99%

Schedule A, Service Level Commitments section:

b. Bang the Table: We request 99.99% guarantee be change to 99.75%

d. Bang the Table: We request that 95% of transactions will process in under 1 second to be changed to sub 5 seconds.

e. Bang the Table: We do not charge monthly service fees. We would ask the City to review this section and discuss alternative solutions.

9. Supplier Diversity

Social initiatives:

- Bang the Table is in the process of setting up a formal business-wise carbon offset program, at the moment we offset travel;
- 60% of Bang the Table's global workforce is considered minority;
- Bang the Table are in a partnership with One Girl. Based on our level of giving we are a Business Changemaker;
- Bang the Table has a policy where we provide leave for our teams to volunteer/donate 1% of their time to a charity of their choosing.

Appendix: EngagementHQ and EngagementIQ Prospectus

Introducing EngagementHQ

"Engagement HQ has provided us with a one stop shop for all things citizen engagement. It is easy for both staff and the public to use and the analytics on the back end are outstanding. We use the results generated by the platform to make important decisions.""

Michelle Dwyer
City of Burlington

EngagementHQ is the world's leading online community engagement platform. It helps you build a long-term relationship with your community. One platform lets you inform, engage, measure and build community.

- Multiple feedback tools serve to engage residents while unique information-sharing tools support efforts to inform and educate.
- Clients use a full array of videos, documents, image galleries, key dates, lifecycles, and other widgets to educate, build confidence in the process, and drive participation.
- A theming engine is constructed to assist with engagement through multiple landing page layouts that trigger curiosity, interest, and overall longer participation.
- Participant management helps you understand who you are hearing from and reach out to target groups.
- Our easy to use email tool helps you target your community with formatted newsletters.
- In-depth real time reporting ensures that you can 'listen' effectively and efficiently.

Eight Engagement Tools

EngagementHQ's range of eight engagement tools (shown below) make it easy to marry your online and face-to-face methodologies.

Through its platform approach, you can mix and match the tools you need, and turn them on or off, to best support the engagement process.

Drawing on qualitative and quantitative data at each stage of the project, reporting enables you to measure your project's success criteria.

Selecting the right tool for your engagement is essential if you are going to get the feedback you need.

When thinking about which tools you might want to utilize, you might consider the spectrum below and first decide on the type of engagement environment you are comfortable with.

What you can see in the diagram, are three operating environments: controlled, mixed, and open.

Each environment has a range of tools that are suitable for use on their own or in combination with others as part of a more robust methodology.

Understanding your objectives, negotiables, and the types of information you need will be a key determining factor for your tool selection.

Open environment

Participants can engage with each other. Comments, images and ideas are visible to the community

Mixed environment

Participants can see other participant contributions. However, there is little peer-to-peer interaction. Some data may be visible to the public, other data is just accessible by admin.

Controlled environment

Participants cannot engage with each other. Data is stored in the backend and only accessible by admin.

FORUM

The Forums tool creates a space for discussion, dialogue and debate. People share their experiences with others, ask questions and have conversations in a safe and interactive environment.

IDEAS

Ideas provides "virtual" post it notes for individuals to add their ideas to a collective board. People like the ideas that inspire them most, helping align your priorities with what matters most to the community.

PLACES

Places is a simple way to gather community feedback and ideas directly on a map. Participants drop a "pin" in the area of concern, add photos and then fill in a quick survey.

STORIES

When we tell or hear a story, neuroscience tells us that we experience things on a higher and more resonant level. Stories helps your community better understand, empathize and relate to others as well as your project goals.

GUESTBOOK

Guestbook keeps things simple; people are only able to upload comments, which are moderated to manage what appears publicly. No other interaction is enabled.

QUESTIONS

Questions is an issues management and communications risk mitigation tool. It is a managed space for your community to ask you questions and for you to respond either publicly or privately.

POLLS

Polls encourage people to give a quick answer on one question, selecting from multiple choice answers. They are able to instantly see the Poll results, piquing their interest and giving you real time insight.

SURVEYS

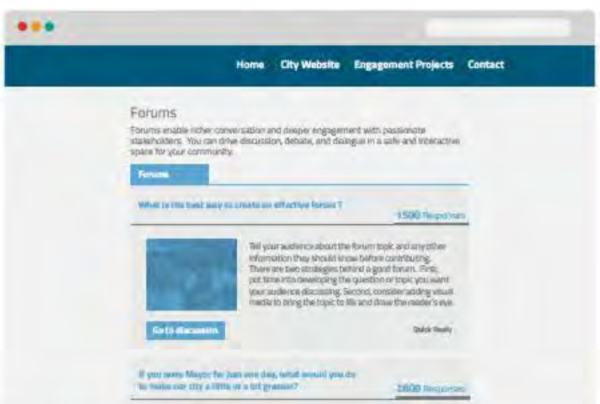
The Surveys tool gives people an opportunity to voice their opinion in a convenient and guided way, which has historically shown higher response rates than other formats.

Explore EngagementHQ Tools

FORUMS

A safe and interactive space for your community to discuss and debate pertinent issues. Multithreaded discussions enable deeper engagement for passionate stakeholders.

- Include rich media in the introduction
- Unlimited Forums topics per project page
- Unlimited comments per forum topic
- Threaded replies
- Participants can agree and disagree on other people's comments
- Allow participants to start their own forum topics
- Unverified participation
- 24/7 moderation



IDEAS

These "virtual post-it notes" are a way for your community to share what inspires them. Ideas can include images or media for context and participants can like and comment directly.

- Include rich media in the introduction
- Unlimited amount of Ideas instances per project, with one 'featured' Ideas instance
- Unlimited ideas per instance
- Indefinite or scheduled voting
- Photos and comments with ideas (optional)
- Scheduled publish
- 24/7 moderation

PLACES

Gather feedback and photos directly on a map with a simple "pin" drop. Geospatial maps offer participants a fun way to engage and see their contribution on a map.

- Include rich media in the introduction
- Unlimited Maps per project page
- Unverified participation
- Unlimited, colored pin categories
- 200+ pin category icons
- 8 different map types
- Simple Shapefile, KML and WMS layer support
- Survey responses, pin comments and pin photos visible to public
- Mandatory or optional survey with each pin
- 24/7 moderation

STORIES

Help your community better understand, empathize, and relate to others and your project. Stories can be interactive and can include images or media to support context.

- Include rich media in the introduction
- Text editor for participants
- Comments on stories can be allowed
- Agree/disagree on other comments
- Story teller can turn off commenting on their story if they choose
- PHQ or on-site moderation
- Rich media in introduction and thank you message
- Unverified participation
- Notification to admin that new story

GUESTBOOK

Simple, streamlined, and moderated space for your community to upload comments. Comments are moderated to manage what appears publicly so your engagement stays on topic.

- Include rich media in the introduction
- Unverified participation
- Pre or post moderation (moderation happens before or after the comment in published)
- Send acknowledgement to participant that comment is posted
- Send notification to admin when new comment is added
- Supports paragraph breaks
- Pagination

Q&A

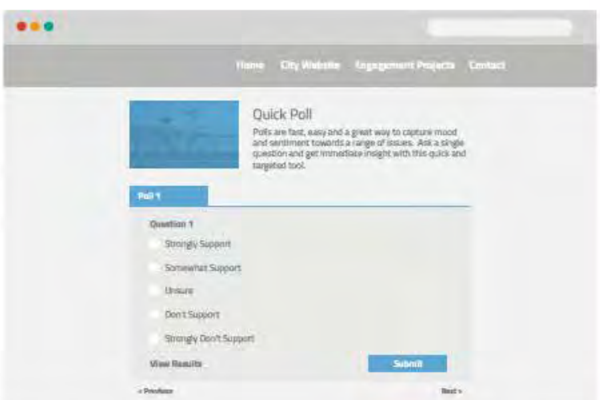
Receive questions in a managed space that accommodates your public or private responses. Q & A is a great way to populate your community FAQs page.

- Include rich media in the introduction
- Respond to questions privately (an email is triggered back to the visitor) or publicly (both question and response appear on the site)
- Unverified Participation
- Send notifications to administrators when new questions are posted
- Send notifications to participant when their questions has a response.

QUICK POLL

Ask a single question and get immediate insight with this quick and targeted tool. Polls are an easy way to activate simple engagement with a single question.

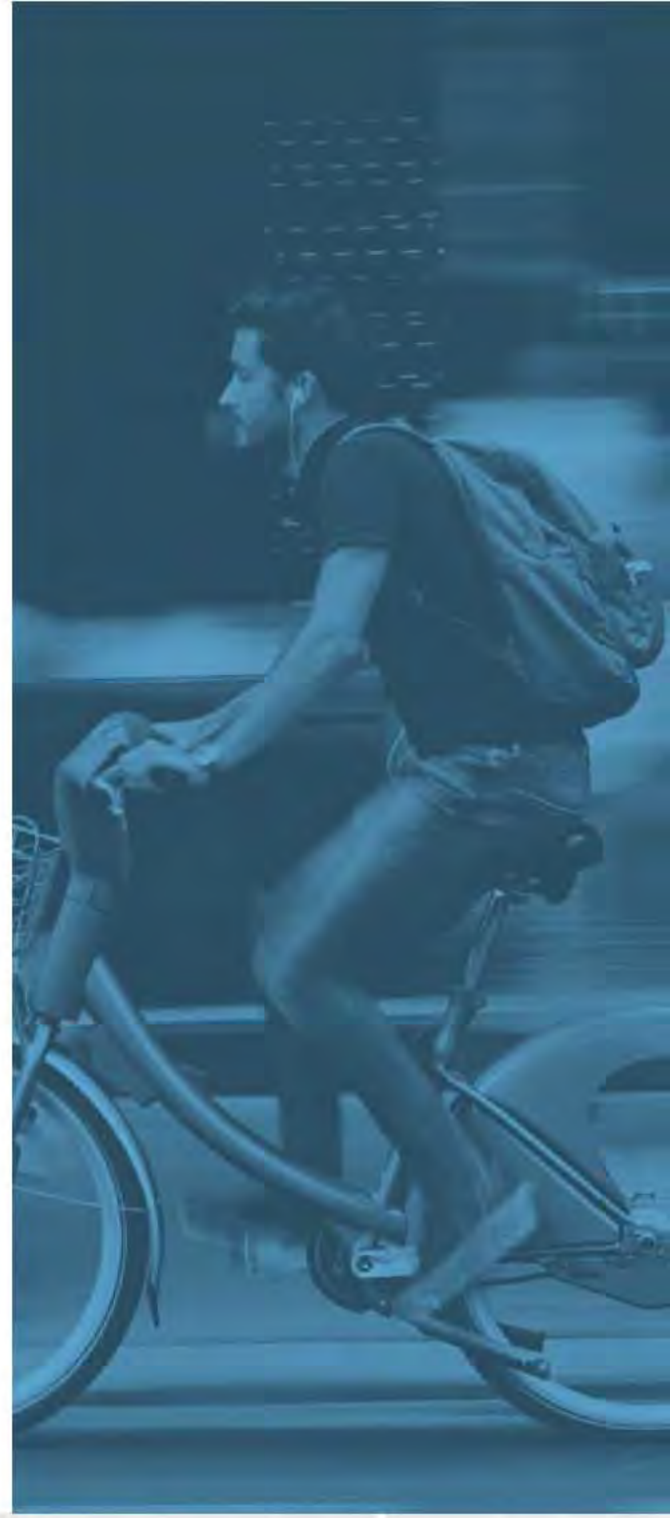
- Multiple Quick Polls on the same project page
- Quick poll as a widget OR a tool
- One vote per user, even if anonymous. Quick Poll responses are cookie based
- Show votes instantly, before or after the visitor has voted
- Unverified Participation



SURVEYS

Encourage your community to voice their opinions in a convenient and guided way. Use images to make questions engaging. Tag responses for deeper survey analysis.

- Survey Cloning
- Survey Pining
- Social Sharing
- Multiple Surveys on One Project
- Single or Multiple Submissions
- Printable Surveys for Offline Use
- Question Notes



Inform your Community

EngagementHQ incorporates a range of information tools to support your online learning and engagement objectives. Highlight your key content and information resources to make it easier for your audience to self-educate and explore the issues in depth.

PROJECT NEWS FEED
Used for project news updates to present information about issues, or as a list to link from the homepage through to individual projects.

NEWS CATEGORIES WIDGET
Help your visitors navigate through your news articles by filtering them with your category tags.

WHO'S LISTENING WIDGET
A custom list of key project team members, decision makers, community reference group members, etc. The widget includes the individual's role, organization, email, phone number and image (all optional), along with a link-through to the complete project team page.

PROJECT LIFECYCLE WIDGET
Outline the stages of your project to your community and communicate the progress as you move through each stage.

PHOTO GALLERY & WIDGET
The photo gallery widget displays two custom images from an unlimited capacity image gallery.

VIDEO GALLERY & WIDGET
The video gallery widget displays two custom video stills from an unlimited capacity video gallery.

DOCUMENTS LIBRARY & WIDGET
Displays the key documents from your library as individual items or in folders.

FAQ LIBRARY & WIDGET
Displays a short list of frequently asked questions about your project with a link-through to the FAQ page.

KEY DATES LIBRARY & WIDGET
Displays and promotes the key dates associated with the off-line engagement process, such as public meetings.

IMPORTANT LINKS WIDGET
Displays a list of links that are important to your project.

RELATED PROJECTS WIDGET
Display a list of live or archived projects that are related to the current campaign for easy reference.

SIGNUP BANNER
Enable the signup banner to encourage your community to register and build your participant database.

SOCIAL MEDIA FEEDS
Allows the inclusion of project specific or organizational social media streams.

HTML WIDGET
Allows integration of embedded content from any third-party source.

FOLLOW PROJECT WIDGET
Allows registered and unregistered participants to subscribe to the project.

Participant Relationship Management (PRM)

Our Participant Relationship Management (PRM) system is our flagship community-building system. It makes long-term engagement easy by building a strong data and information-driven base through integration with all the EngagementHQ tools, including newsletters, blogging, and social sharing. This ensures that you don't have to rely 100% on project promotion to drive participation and ensures people are kept informed throughout a project's lifecycle to validate participation.

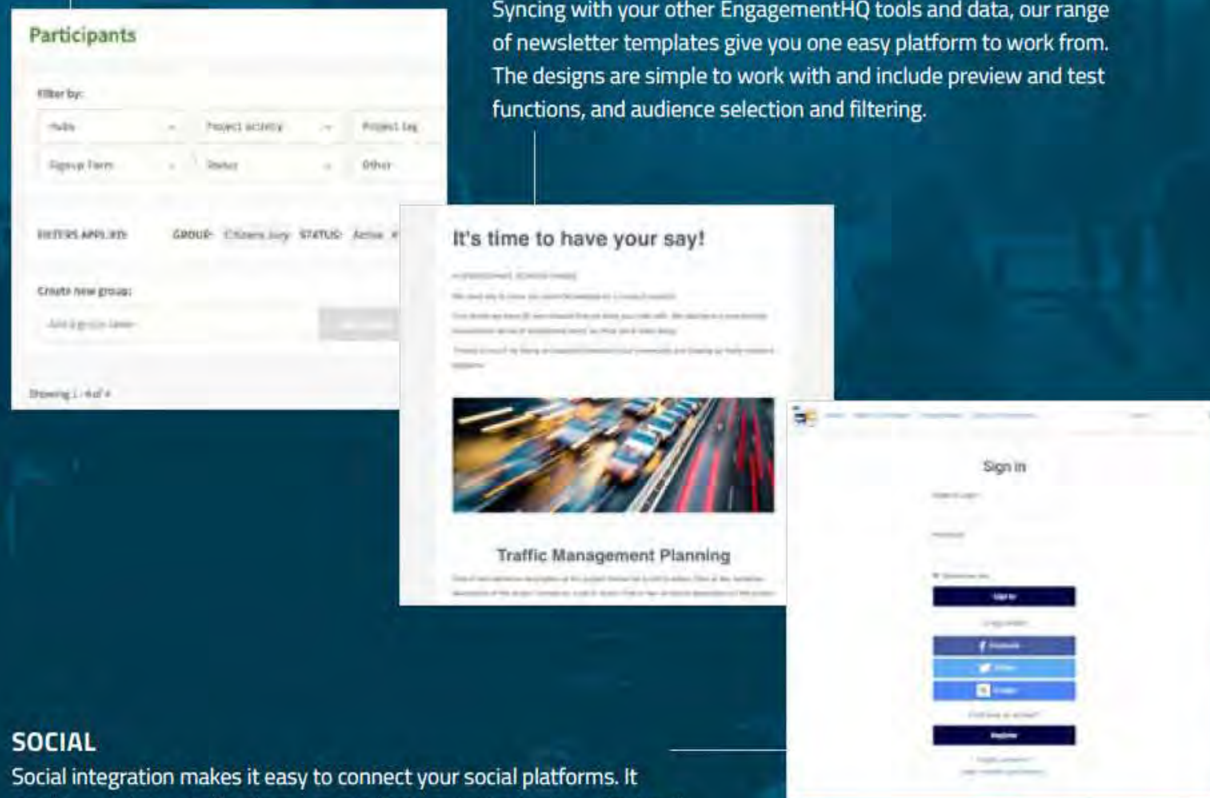
A powerhouse relationship management system, PRM gathers and integrates data and information so that you can better understand and engage with the people who interact with you.

TARGETED COMMUNICATIONS

EngagementHQ has segmentation functionality that allows administrators to target registered participants via email. Targeting can be based on various data points such as prior interest, participation in past projects, demographic information collected during the registration process, and so on. These criteria are then used to create Groups, which are then used to target participants with topic-specific messaging via the newsletter feature.

E-NEWSLETTERS

Syncing with your other EngagementHQ tools and data, our range of newsletter templates give you one easy platform to work from. The designs are simple to work with and include preview and test functions, and audience selection and filtering.



SOCIAL

Social integration makes it easy to connect your social platforms. It provides social log in (to EngagementHQ through Facebook and Twitter), social network integration, simple social sharing of projects, and the ability to embed social feeds into the platform and your project pages.

Participant Relationship Management (PRM)

Continued

Participants can create a profile via a registration form configured by you. The only fields required to participate are a participant-defined username, password, and email address. Additional fields can be configured and an unlimited number of properties can be solicited of participants.

- Our engagement tools allow anonymous and registered participation, as configured by administrators
- User profiles and user passwords are encrypted at rest using bcrypt and a hash; data is also encrypted in transit by applying an SSL certificate
- EngagementHQ will also log available participant information and make it visible in the Participant Relationship Management dashboard, and accessible via the Analytics Reporting tool
- Usernames and email addresses are checked for uniqueness at create and edit points
- When logged in participants can access their profile to update their preferences
- Participants can reset forgotten passwords using the "forgotten or reset password" process, which can be accessed at any time with a valid and verified (by us) email address

Project Visibility Modes

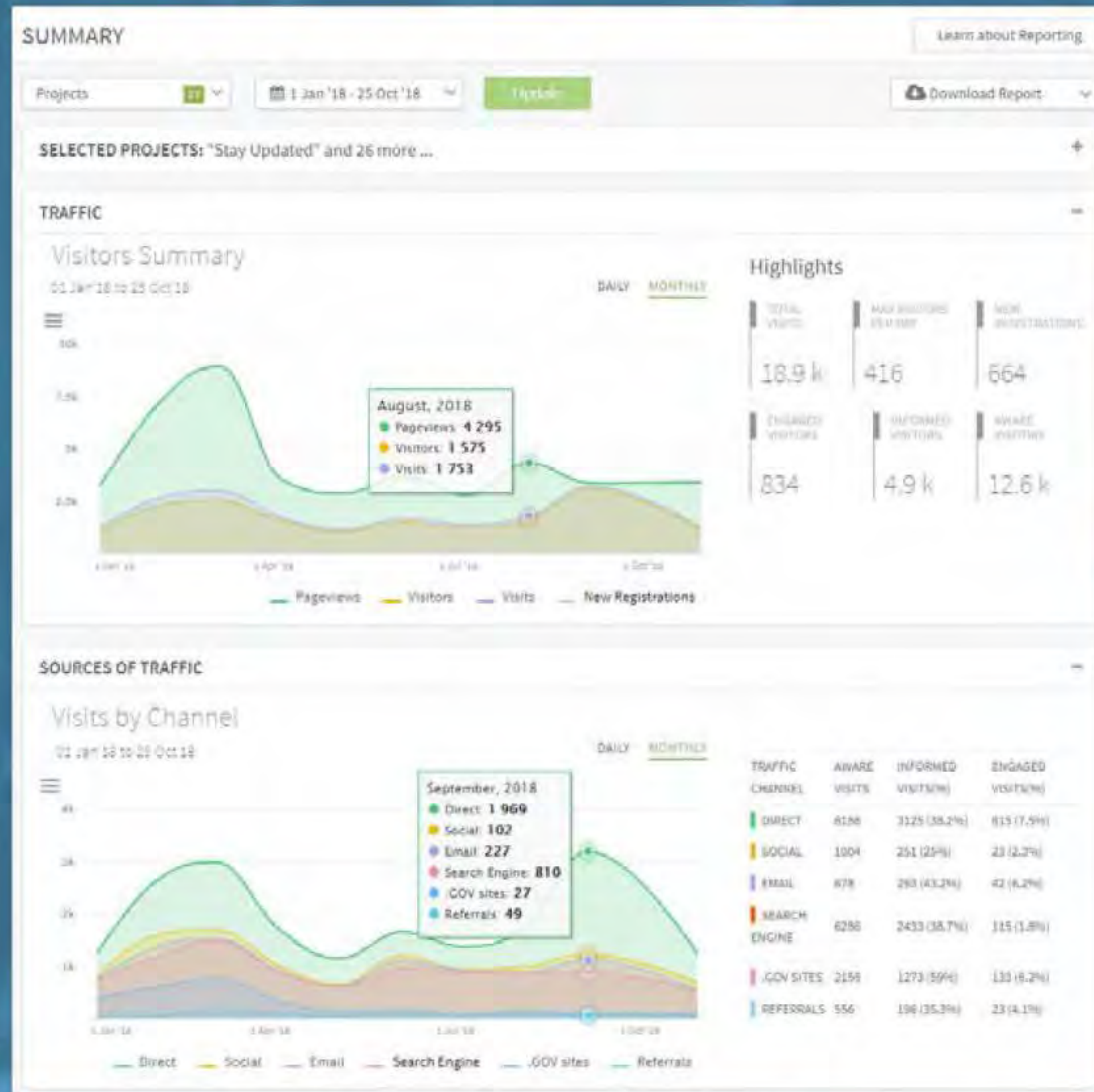
The visibility tool gives your projects three modes of visibility: 'Public' (anyone can see and participate), 'Protected' (participation is by invite only and the project is only visible to participating members), or 'Community Panel' (participation is by invite only, but the project and conversation can be seen by anyone).

Reporting and Analytics

Get better insights, improve your communications, and make better decisions with on-board analytics.

Our A-I-E framework is designed to make it easy to measure the performance of your project against realistic goals. Automated weekly email reports identify project interest, critical issues, and important community stakeholders. Sophisticated reporting lets you analyze or export the results of single feedback process, an entire project, or your entire project history.

On the next page, you will see more of the types of analytics that are available to you through EngagementHQ.



Reporting and Analytics

Continued

SUMMARIES
The summaries report on-site visitation and participation levels — aware, informed, and engaged —which are available for one, all, or any combination of campaigns for any date range.

DEMOGRAPHICS
Receive reports on the demographic breakdown of your registered participants. This can be cross-tabulated against community feedback.

EXPORTABLE FORMATS
Export all demographic, summary, detailed, and feedback tool reports in PDF, Excel, and CSV formats.

INSIGHTS & DASHBOARDS
Break down your data per question surveyed and showcase the insights visually through pie, bar, and other charts. See all activity across one, select, or all projects. Demographics, site, and project visitation and activity reports, along with all feedback tool reports are available on-screen.

COMMENT ANALYSIS
Comment analysis helps you to understand which issues are important to your community, with keyword tagging of qualitative feedback, including forum comments.

ANALYTICS INTEGRATION
Plug in your Google Analytics code or your preferred analytics package for more detailed reports about your site visitors.

DETAILED REPORTS
For individual feedback tools, holistic project reports, multi-phased projects or for your entire site, detailed reports provide necessary insight.

EXPORTABLE CHARTS & BENCHMARKING
Use various formats: PNG, JPEG, PDF, SVG. Compare engagement outcomes between your projects to quickly identify critical issues and improve strategies.

EMAILED REPORTS
Reports, delivered straight to your inbox, give you real-time insight into what's happening with your project.

A-I-E
Our unique Aware, Informed, Engaged (A-I-E) reporting framework can be used to identify how projects are being received, for example — generating outrage, ambivalence, or excitement.

Introducing EngagementIQ

"The tool is easy to use for non-programmers like me, and the team at Bang the Table provided not only solid onboarding but also continued support as I built our community's online public engagement presence."

Nicole O.Melanson
City of Moncton, NB

Advice, Support, Learning

While most software companies leave you to muddle through, Bang the Table provides everything you need to ensure success in online community engagement.

EngagementIQ is the collective knowledge, skills, and passion of a team of professionals with decades of experience in digital engagement working across four continents. Together our Practice Leads, Engagement Managers, Moderators and Support Managers bring unrivalled expertise to your doorstep.
EngagementIQ includes:

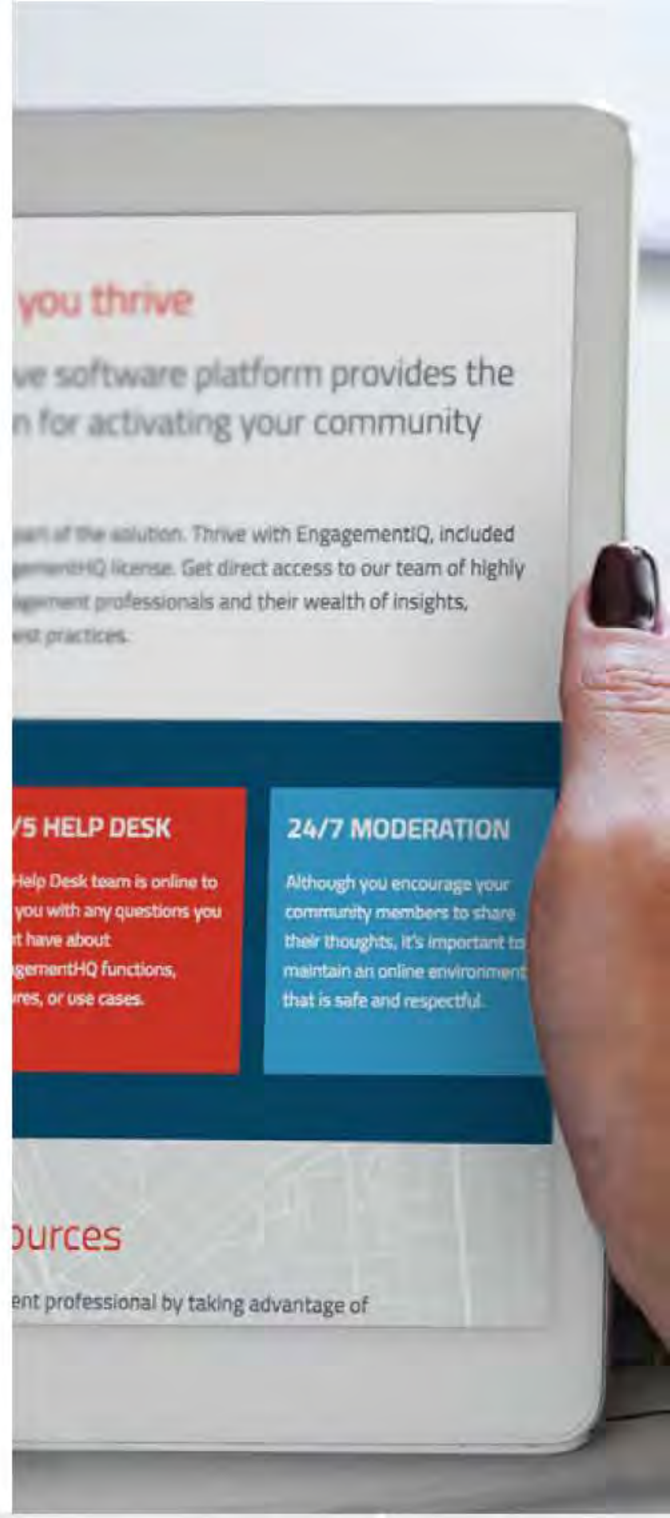
Professional mentoring and account management by our team of experienced Engagement Managers; all of whom have worked for many years in roles beside or within government agencies in engagement, communications and marketing, and public policy.

Continuous learning about leading practice community engagement with our face-to-face training, webinar series, on-demand video, online learning portal, and regular newsletters.

Software training and continuous support, either online or in person, with our Engagement Managers, Learning & Practice Manager, or Client Success team members.

24/5 helpdesk from our incredibly responsive chat and email support team if you ever get stuck, find a bug, or just need some quick advice. With an initial response time of less than three minutes, and an average client satisfaction score of 96%, our helpdesk team sets the benchmark for global online support across all sectors.

24/7 content moderation by our global network of experienced and mature moderators keeps any public-facing conversations safe and on-topic for participants, and protects you from any risks associated with inappropriate content.



BANG THE TABLE engagementIQ®

ENGAGEMENT MANAGER | PRACTICE LEAD | ONBOARDING | MODERATION | SUPPORT | TRAINING | ADVISORY | CONCIERGE

ENGAGEMENT MANAGER

Your primary contact at Bang the Table.

Every EngagementIQ package includes a dedicated Engagement Manager (EM) as your central point of contact. Your EM will ensure you get the most value from EngagementHQ, helping you work through priorities, set goals and assist with any technical support queries you may have.

PRACTICE LEAD

Add strategic support to any project.

Our team of Practice Leads around the world have years of experience leading engagement projects and developing targeted strategies. They are here to provide tailored coaching and strategic advice to help you consistently produce best-practise digital engagement for your community.

ONBOARDING

Set your organization up for success.

Our onboarding packages help you start off on the right note with rigorous site scoping and planning, online engagement and EngagementHQ platform training as well as quality assurance testing before your site launches.

MODERATION

Protection for you and your community.

Moderation protects you and your community against bullying, heckling, and inappropriate behaviour as well as ensuring that your forums and discussions are on-topic and privacy is protected.

SUPPORT

Available via email, chat and phone.

Utilize our 24/5 support services via chat and email for expert help, project setup, and quick advice. Access our comprehensive help desk library for video tutorials and help articles to support your use of EngagementHQ.

TRAINING

Capacity building for your teams.

Our ongoing training programs will help you develop your team, learn more about EngagementHQ functionality and accelerate your online community engagement skills.

ADVISORY

A range of strategic and coaching services.

Develop a plan for ongoing coaching and mentoring with a Practice Lead, utilize our project planning services for help scoping your next consultation.

CONCIERGE

Get extra help running your projects.

We understand that resources are hard to come by. If your team is looking for someone to build your engagement project or help set up and maintain engagement tools, we can do the work for you.

EngagementIQ Onboarding Process

To help ensure a smooth launch for your new engagement site, our teams follow a defined process with rigorous site scoping and planning, online engagement and EngagementHQ platform training as well as quality assurance testing before your site goes live.

ONBOARDING STRATEGY AND TRAINING

- 30 min **kick-off meeting** with your engagement team to discuss objectives.
- 90 min **site scoping session** for strategy development and best practice advice.
- 2 x 90 min **online accelerators** provide EngagementHQ training for all site admins.
- Regular **progress check-ins and support**.
- Access to online site setup **help desk resources**.
- Pre-launch **quality assurance and testing** session to prepare for project launch.

SITE BUILD AND ACCESSIBILITY (ADD ON)

- **We'll build your site for you** with up to five initial projects. This includes tool setup, managing site settings, mapping your homepage, ensuring accessibility and creating projects based on initial scoping.
- Up to **four site build iterations** are included.
- **Final accessibility report** insures compliance.

A DEFINED PROCESS

STANDARD ONBOARDING PROCESS

Package Options

Our annual support packages are carefully crafted to provide the right mix of support, training and strategic advice. Choose the package option that best fits your needs or mix and match service options for any one of your engagement projects.

BANG THE TABLE engagementIQ	CORE Included	PARTNER Best Mix	STRATEGIC Most Support
Engagement Manager	Yes	Yes	Yes
Practice Lead		Yes	Yes
Moderation 24/7	Yes	Yes	Yes
First Response	2 Hrs	2 Hrs	1 Hr
Multi-Language Moderation [1]	Yes	Yes	Yes
Support 24/5 Chat and Email	Yes	Yes	Yes
First Response Chat	15 mins	10 mins	5 mins
First Response Email	2 hrs	2 hrs	1 hr
Access to Help Desk Resources	Yes	Yes	Yes
Invitation to Client Meetups	Yes	Yes	Yes
Quick Phone Support (business hours)	Yes	Yes	Yes
Training			
Regular Webinars and Podcasts	Yes	Yes	Yes
Online Accelerators		2	4
Advisory		Yes	Yes
Annual Coaching Planning Session		Yes	Yes
Annual Coaching Sessions		4	6
Annual Coaching Summary		Yes	Yes
Digital Engagement Project Planning Sessions		2	6
Digital Engagement Site Review and Benchmarking Report		Annual	Annual
Site Review Staff Capacity Survey			Yes
Site Review Community Capacity Survey			Yes

1. Bang the Table moderators have natural language in English, French and Spanish. Comments received outside these are moderated using language translation technologies.

Advisory

Sometimes you need a little help with the heavy lifting. Our EngagementIQ advisory services offer just that, - extra support, strategy or training to help you achieve the best results from your community engagement efforts.

ONLINE COACHING

Work with our Practice Leads to develop your organizational capacity and professional skills. Our coaching service is designed to ensure you have the right advice for delivering best-practise community engagement. Online coaching can be used to help you with organizational buy-in, developing internal processes, reviewing current practices and for learning more about community engagement. Develop a professional learning plan for you and your team and continue to improve your digital engagement capacity.

PROJECT PLANNING

Every successful engagement project starts with a detailed project plan. Going beyond our regular client advice, our team of Practice Leads will help you prepare a fully scoped digital engagement project plan. Starting with project scoping sessions, we'll work with you to define objectives and build a path for execution. We'll identify your audience, scope the project, manage risk and determine the right mix of tools for your project methodology. We'll even help you craft engaging questions to get the right feedback and ensure you are set-up for effective analysis and reporting of your project.

SITE SCOPING SESSION

Map out a comprehensive plan to build your online engagement site. We'll help you decide on the best approach to reach your objective, create an initial site map, and identify your rolling engagement techniques. We'll help ensure you have the necessary brand elements to make your site launch process faster and more impactful.

PREMIUM PROJECT SUPPORT

Need help with staff transitions or filling in capacity gaps with your team? Our premium project support gives you assistance in planning, project creation, site content review, managing your administrator and participant database, as well as premium technical support when you need it most.

DIGITAL ENGAGEMENT SITE REVIEW

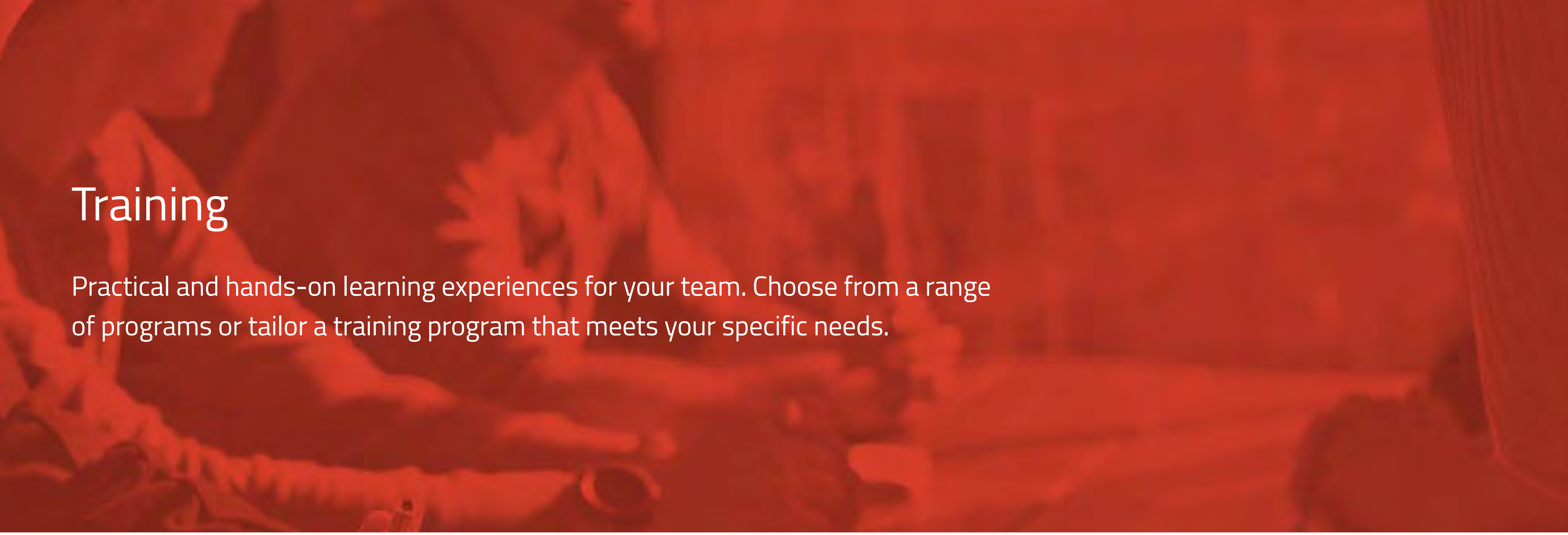
Take a deeper look at your engagement practice to identify gaps, opportunities and set benchmarks to measure future performance against. Our team will conduct a detailed review of your engagement site and activities over the last year so you know how to continuously improve results. Our detailed report will include insights about your levels of engagement and site behaviours, tool selection and project execution, closing the loop as well as project evaluation practices. We'll present findings to your executive team so they are informed about successes and can buy-in to your growth plans.

+ STAFF CAPACITY SURVEY

Want to explore your staff's capacity and better understand their digital engagement skills and knowledge? We'll conduct an anonymous survey of key staff and personnel to help you understand the resource constraints or needs to help take your engagement practice to the next level. You'll receive the raw feedback data and an analysis of the survey findings will be added to your site review.

+ COMMUNITY SURVEY

Gain insights from your community to include in your report. We'll facilitate a community survey of a sample of your database, focusing on your most active, average and least active participants. You'll receive the raw feedback data and an analysis of findings will be added to your site review for future consideration.



Training

Practical and hands-on learning experiences for your team. Choose from a range of programs or tailor a training program that meets your specific needs.

GETTING STARTED WITH EngagementHQ

As our most popular session for new users, this program covers the key areas to help you get the most from EngagementHQ. Learn best practice approaches for setting up a project and choosing the right tools; managing participants via the PRM; communicating and promoting your consultations; generating reports and managing site settings.

BUILDING A STRATEGIC APPROACH TO COMMUNITY ENGAGEMENT

This session focuses on the development of a consistent and strategic approach to planning and implementing a successful community engagement project. Take a cohesive look at planning for online engagement and walk away with skills to help you deliver thoughtful online engagement projects.

TAILORED TRAINING

Let us design a program specifically tailored to your needs. Our team can help you with designing better surveys and facilitating online dialogue, planning for qualitative analysis and best practice reporting on your consultation, strategies for inclusivity and accessibility, managing risk in online engagement and much more.

REPORTING ON YOUR CONSULTATION WITH EngagementHQ

Take an in-depth look at EngagementHQ's inbuilt reporting tool to ensure you are generating the right reports for you consultation. By knowing which reporting features are available you can better plan and execute your next engagement with reporting already in mind.

FACILITATING ONLINE DIALOGUE

Learn how to effectively use dialogue principles to run an effective online forum as part of your next consultation. This session focuses on overcoming risks, understanding and identify different types of dialogue, the importance of moderation the need to have an active facilitator in an online deliberative dialogue space.

ONLINE ACCELERATORS

Rapidly increase your knowledge of digital community engagement and the EngagementHQ platform. Delivered via our online webinar software, these sessions go beyond normal group training to provide targeted and personalized online training for your organization, when you need it the most. Sessions are available on-demand and can be tailored to your specific needs.

Concierge

We're here to help get the job done. Whether it's implementation or execution, our team can step in where you need us.

COMMENT TAGGING

Qualitative analysis is a powerful way to report results, but requires some front end work to make it impactful. Our team can help tag your feedback using our comment tagging tool. Simply provide us with your themes and tagging instructions and we'll tag all comments for you in preparation for your qualitative analysis.

SITE BUILD

A perfect option for organizations who need a fast turn around to launch their new EngagementHQ platform. On receipt of your approved content, we'll build your site for you, work with you on iterations and changes and offer a full quality assurance process to make sure you're ready to launch.

PROJECT PAGE BUILD

Want us to put together a project for you? Our project page build service helps you get your projects built and published with ease. Use this service with our project planning sessions and let us help you develop and publish a best practice online consultation.

SURVEY BUILD

Launch your next survey with ease. Our team can help build your digital survey in EngagementHQ, offering suggestions on how best to structure and build your new survey to maximize features in the platform and responses from your community.

ACCESSIBILITY AUDIT

Improve accessibility of your digital project so it feels inclusive for all residents. Our accessibility audit will review your site for missing alt text, correct usage of heading structures, color contrasts and complexity of your project copy to ensure your site is accessible for all audiences.

PRE-LAUNCH QUALITY ASSURANCE AND TESTING

Rigorous testing of your site, engagement tool setup, projects and settings. We'll make suggestions, fix errors and provide you with a checklist report so you have confidence your site is ready to launch.

24/7 Moderation*

Expert moderation protects you and your community against bullying, heckling, and inappropriate behaviour as well as ensuring that your forums and discussions are on-topic and privacy is protected. It is an essential solution for any government department or organization with a legal obligation to protect the right to free speech. The service is designed to protect you and your community. Our moderation policy can be found at the bottom of all client sites. **Read Forum Etiquette and Moderation**.

EngagementHQ first filters all posts to remove spam and to look for high-risk language. Comments containing bad language do not appear on the site and are instead routed to a moderator to check if they are permissible. All other content on Ideas, Places, Discussion Forum, and Guestbook tools are reviewed by our expert moderators within 2 hours of posting, 24/7. Comments found to be contrary to the moderation rules are removed with a clear reason being emailed to the participant who posted the comment, giving them the option to repost in a way that does not violate our moderation rules.

You can always access removed content on request, and if you ever disagree with our moderators, you can request to have content reinstated. Thankfully, our moderators remove less than 1% of all content because we have found that timely and independent intervention can prevent a discussion going off the rails.

Posts to the Stories and Q&A tools are moderated by our clients in the administrative interface. For these tools, nothing appears on the site without your team giving it the green light first. Questions to the Q&A tool require an answer, and Stories can contain rich media, which is why we leave moderation of these elements to your team.

24/5 Technical Support

Live chat, in-application support, and helpdesk

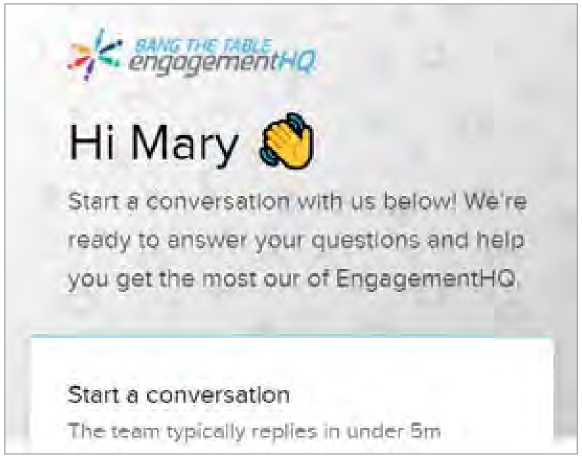
EngagementHQ delivers more than just an online engagement platform. It is serviced by real people who answer the phone and respond to live chats and email. EngagementHQ is also the product of nearly a decade of community best practice, and our knowledge base reflects that. Communicate directly with a human to discuss and identify issues, and to receive updates on process and resolution.

HELPDESK

Our customer experience team can be contacted for user, technical, and practical support.

Email: **support@engagementhq.com**

Web: **helpdesk.bangthetable.com**



Account management

Runs parallel with services and support: You can call or email the assigned project manager or client manager during regular business hours (EST and PST), and either email or submit a trouble ticket to the helpdesk all other hours of the day. An account management strategy is generally defined by client needs. Bang the Table provides a software platform to support online engagement, and therefore our responsibility is to the efficient use and performance of the platform.

Feature updates management

EngagementHQ is a web-based software platform offered by Bang the Table as a Software as a Subscription (SaaS). The platform receives regular and continuous updates using our SaaS DLC which features zero downtime and agile deployment processes. We have robust automated testing, build process, and application monitoring in place to ensure high-quality and successful deployments of regular feature/functionality. Change management processes are facilitated by using feature toggles to control significant feature releases to coincide with appropriate communication and training.

* English and French 24/7, Spanish 24/5.

User Community, Social Media, and Online Support

Bang the Table supports approximately:

6,500+
engagement professionals on LinkedIn

47,000+
active subscribers on our mailing list

450+
communities & businesses on our client list

3.9 million+
engagements with online users over the past 10 years

Our experience is built on shared knowledge of best practices and insights among Bang the Table and our clients, professional networks, and communities, all interested in fostering stronger public engagement.

Their willingness to share, be challenged, and experiment has afforded Bang the Table the luxury of leading the online engagement industry for nearly a decade.

Design Options and Website Integration

"We love this product because it is easy to use, flexible and responsive, and it provides a wide range of tools for feedback, discussion, and analysis."

Geoff Wilson, MPA

Public Engagement & Community Health Board Support
Nova Scotia Health Authority

Theme Selection

EngagementHQ can be structured and branded to support your corporate identity.

Website design, information architecture, and visual branding are all critical elements of your community's online experience. With EngagementHQ you can brand your site to match your corporate look and feel. Custom theme options can be created to comply with local policy requirements. We also have an API that lets you integrate EngagementHQ with your internal systems, websites, and apps.

CLEAN SKIN DELIVERY

EngagementHQ is delivered as an 'unbranded' website. You choose your colors, add your corporate logo, header banners, and any images.

HOMEPAGE TEMPLATES

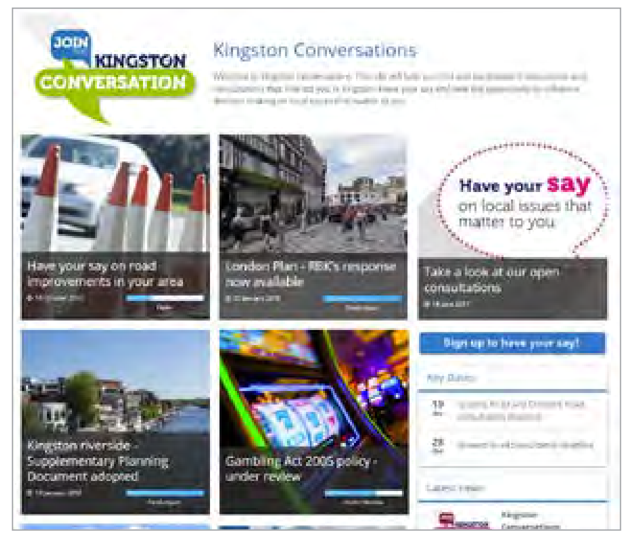
EngagementHQ comes with the choice of five homepage layouts (see four examples at right) suitable for different organizational needs straight out-of-the-box.

HOMEPAGE TEMPLATE EXAMPLES

Whitehaven

Bondi

Torquay



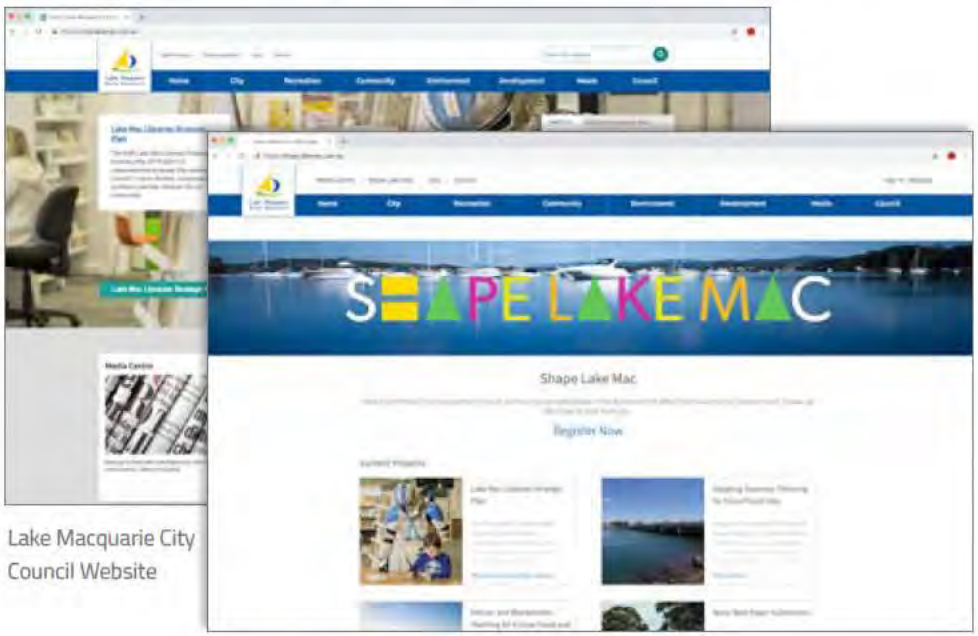
Coral Bay

Brand Integration

Integrated navigation: With a little extra work, EngagementHQ can be integrated with your corporate website. The header, footer, fonts, colours, and other design elements can be configured to create a seamless experience. This requires additional development work and a consultation process with the product manager. This branding is then applied to all additional projects.

CUSTOM THEME OPTIONS

If you're after something completely unique, we can either take your designs or work with you to develop a brand new look and feel for your EngagementHQ site.



Lake Macquarie City Council Website

Lake Macquarie City Council Engagement HQ SITE

Project Page Layouts

Project pages are designed to be the one stop shop for all of your ongoing conversations. The layout allows your team to educate your community through the built-in content management system and educational tools, while also collecting their feedback. Project pages can handle rich media embedded, including videos and photos, making it easy to educate your different audiences. Tools are turned on or off with single-click functionality, and the content management system will walk you through the creation of new project spaces.

Flexible page layouts: Each EngagementHQ project page can be structured to meet your specific project needs with the choice of multiple engagement tools and information widgets.

Technical Specifications

Security and Privacy

Bang the Table takes the protection of your information and the information of your community extremely seriously. We have made a commitment to comply with the standards of all jurisdictions in which we do business.

We have outlined some of the measures that are a result of this commitment to information security. As always, we are happy to provide further detail when requested.

Compliance

ISO 27001

Our information security management system (ISMS) which underpins all of our operations has been successfully certified to ISO 27001:2013, the global standard for information security management.

GDPR

The European Union's General Data Protection Regulation (GDPR) protects European Union data subjects' fundamental right to privacy and the protection of personal data. It introduces robust requirements that will raise standards for data protection, security, and compliance.

Security

We go to great lengths to protect the data we store for you.

APPLICATION

Our applications are continually monitored and tested for security weaknesses by our Engineering team. We perform regular and ongoing internal application security assessments to discover and mitigate potential weaknesses based on OWASP rating and methodology. We use automated tools as well as manual testing processes to make sure we are as secure as possible all of the time.

The operating systems and databases running our servers are continually monitored and patched with the latest security fixes by Rackspace. The web framework is continually monitored and patched by our internal development teams.

An independent third party carries out comprehensive Vulnerability Assessment and Penetration Testing (VAPT) of EngagementHQ once a quarter. Results of the latest VAPT are available upon request.

DATA

We have strict data access rules in place with detailed logging to prevent theft and misuse. Access is limited to key personnel involved in maintaining our services and support. Interaction with client data is only at the request of the client.

EngagementHQ provides role-based access controls with unique usernames and one-way password encryption to help clients manage their own logins. SSL certificates and Single Sign On integration are available for further protection.

Data in stored within a mySQL database on AWS RDS with attachments stored within AWS S3. Amazon RDS has multiple features that enhance reliability for critical production databases, including automated backups, DB snapshots, automatic host replacement, and Multi-AZ deployments.

NETWORK

Our application is hosted on the large, Internet-scale, world-class infrastructure that benefits from the same engineering expertise that has built Amazon into the world's largest online retailer. AWS's networks are multi-homed across a number of providers to achieve Internet access diversity.

The AWS network uses proprietary mitigation techniques providing significant protection against traditional security issues such as Distributed Denial of Service (DDoS) Attacks, Man in the Middle (MITM) Attacks, IP Spoofing, Port Scanning, etc.

Additionally, our inbound firewalls are configured to permit only the absolute minimum connectivity required to provide the service to our clients. Any changes to the access rules require authorization.

Privacy

Bang the Table makes no use of the personal information provided by your community. This is your data and we will only access this information to render assistance as part of a support ticket. We log and audit all such access.

Hosting

INFRASTRUCTURE

Your EngagementHQ site is hosted on Amazon Web Services (AWS) infrastructure within your jurisdiction as below:

Country	Hosting Location
Australia	AWS, Asia Pacific (Sydney)
Canada	AWS, Canada (Central)
United Kingdom	AWS, EU (London)
United States of America	AWS, US West (Northern California)

AWS is the leading cloud services provider in the world. Their suite of products and services, security controls, scalability, reliability, astonishing number of datacenters, flexibility and continued innovation make them the absolute best choice for hosting in the cloud.

AWS cloud infrastructure meets the requirements of an extensive list of global security standards, including ISO 27001 and SOC. See the AWS Compliance page at **aws.amazon.com/compliance** for more information.

MANAGED SERVICES

We have contracted Rackspace to manage our hosting environment 24x7. They provide us with operational and strategic support to ensure our systems are best-in-class, secure and available at all times.

Like AWS, Rackspace are a global company certified for a wide range of international security standards confirming their operations are safe and trustworthy, see **www.rackspace.com/certifications.**

AVAILABILITY AND DISASTER RECOVERY

We guarantee 99.75% availability and our uptimes have historically remained above "three 9s" (99.9%). Our guarantee is backed by our SLAs.

Even though we take all conceivable measures to ensure our service to you is uninterrupted, as with life, major events completely beyond our control can interrupt our service. We take nightly backups and have a well-tested recovery plan in place to minimize potential disruption from major events.

Our Disaster Recovery plan is tested annually or when there is a major change in our environment, either to our infrastructure or application. Lessons learned from these tests are incorporated back into the plan.

Accessibility

EngagementHQ is compliant with version 2.0 of the Web Content Accessibility Guidelines (WCAG 2.0) to Level AA standards.

An independent third party carries out a comprehensive Accessibility audit of EngagementHQ once a quarter. Results of the latest audit are available upon request.

While the guidelines set out in WCAG 2.0 recognize that it is not possible to conform for some types of content, we have undertaken a commitment to continually work on this and leverage new technology to further improve accessibility.

We do this by keeping up to date with the latest advances in accessibility techniques and acting on recommendations from the quarterly audits. We also treat any issues identified by clients or participants as a matter of urgency and remain responsive to address the issues.

Upgrade Options

Choose from a range of existing Email Marketing and Customer Relationship Management integrations to embed EngagementHQ seamlessly into your organization's workflows and processes.

Looking for an integration we don't offer yet? We can build that out for you, too. Using our comprehensive API, we can help you establish integrations into almost all other software.

WORKFORCE SINGLE SIGN-ON (SSO)

A session and user authentication service that permits a user to use one set of login credentials (e.g., name and password) to access multiple applications.

Device compatibility

EngagementHQ is designed for small and large screen sizes, providing an accessible and full functionality experience for the community from mobile phones, tablets, and desktop devices.

EngagementHQ supports the full range of major browsers including:

- Microsoft Edge and Internet Explorer (IE) 11
- Chrome 40 and above
- Firefox 35 and above
- Safari 7 and above

Thank you for your consideration!

Instructions to Proponents:

1. All 4 tabs of this **PS20191175 - Commercial Proposal** must be completed and submitted in Excel format (not PDF), with detailed breakdown showing cost components of the Proponent's financial offering for Years 1 - 6, clearly indicating which costs are one-time, and which costs are recurring.

2. Ensure that the Commercial Proposal is inclusive of all costs for goods and/or services offered in your Proposal, and is in Canadian currency (exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs).

3. The Proponent's proposed licensing model should be suitable to the City's needs: while the City anticipates up to 10 internal City users of the engagement tools (where all 10 users would have access to create projects and edit), 3 users will be given Admin access (e.g. publishing rights).

4. The Commercial Proposal must reflect the Citiy's requirements and Proponent's responses provided in **PS20191175 - Requirements**.

5. If the capabilities of the Proponent's out-of-the-box solution exceeds or is in addition to those listed in **PS20191175 - Requirements**, then all of the out-of-the-box functionalities will be included in the Commercial Proposal. If the proposed solution's functions require add-ons to meet **PS20191175 - Requirements**, please ensure that applicable add-on costs are included in the Commercial Proposal.

6. For each Functionality and for each cost component [subscription, on-going support services and implementation services], provide detailed breakdown of the total cost.

7. Complete the Contract Payment Schedule tab, with Project Phases and applicable Milestones: include all major Project Phases such as Software/Platform, Implemention Plan, Training, Go-Live, On-going Support Services, etc.

8. Please check one of the boxes below, in response to the following question:

Does the Proponent confirm that the Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City’s Living Wage Policy?

✓ YES

Functionality	check functionality offered
Asset Mapping	✓
Discussion Forums	✓
Ideation	✓
Newsletters	✓
Questions & Answers	✓
Storytelling	✓
Surveys	✓
Voting	✓
Options Analysis & Trade-Offs	✓
Qualitative Analysis	✓
SMS Messaging & Communications	✗

Software/Platform Costs [inclusive of all subscription, license & maintenance related costs and fees]	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
EngagementHQ Unlimited Edition - Annual License (unlimited projects, SSL, 3 site administrators, 10 project admininstrators, EngagementIQ 'Standard' onboarding/implementation package (Needed for 1st year only), EngagementIQ 'Core' support package) including the following City of Vancouver functionality requirements: - ***Asset Mapping*** *(Description on page 7... of Section C)* - ***Discussion Forums*** *(Description on page 7... of Section C)* - ***Ideation*** *(Description on page 7... of Section C)* - ***Newsletters*** *(Description on page 7... of Section C)* - ***Questions & Answers*** *(Description on page 7... of Section C)* - ***Storytelling*** *(Description on page 7... of Section C)* - ***Surveys*** *(Description on page 7... of Section C)* - ***Voting*** *(Description on page 7... of Section C)* - ***Qualitative Analysis*** *(Description on page 10... of Section C)*	s.21(1) [redacted]					
Sub-Tota	[redacted]					

On-Going Support Services [inclusive of all on-going support services related costs and fees]	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
EngagementIQ 'Core' Support Package (included in platform pricing above and deducted from Annual license for additonal years) *(Description on page ... of Section C)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EngagementIQ 'Partner' Support Package (OPTIONAL ADD-ON) *(Description on page 16 ... of Section C)*	s.21(1) [redacted]					
Sub-Tota	[redacted]					

Implementation Services [inclusive of all implementation services costs and fees]+A8:A25	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
EngagementIQ 'Standard' onboarding/implementatio package (included in platform pricing above) *(Description on page 16... of Section C)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
*EngagementIQ **'Site Build and Accessibility'** onboarding/implementatio package OPTIONAL ADD-ON* *(Description on page 13... of Section C)*	s.21(1) [redacted]					
Website Brand Integration (City of Vancouver dynamic website headers and footers) OPTIONAL ADD ON *(Description in appendix (prospectus) "Theme and Branding" ... of Section C)*						
Single Sign-on (SSO) for Adminstrators OPTIONAL ADD-ON *Details on section "Tech and Security" within the requirement checklist*						
Project Finder - OPTIONAL ADD ON (Details on section "overall" Item 22 within the requirement checklist)						

OPTIONS ANALYSIS & TRADE-OFFS	Proponent Assumptions
Description: Balancing Act allows users to learn about proposed budget items, weigh trade-offs, and sync desired spending with available funding. As a simulation, it is dynamic and brings tough trade-offs to the forefront, supporting individuals and groups to reach consensus	*None*
*Proposed Module Name: **Balancing Act***	

Software/Platform Costs [inclusive of all subscription, license & maintenance related costs and fees]	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
Balancing Act Software Subscription	s.21(1) [redacted]					
Sub-Total	[redacted]					

On-Going Support Services [inclusive of all on-going support services related costs and fees]	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
Email and phone support: (Included in software pricing above)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Implementation Services [inclusive of all implementation services costs and fees]	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
Build it yourself' implementation including: (Included in software pricing above) *- One-hour onboarding call;* *- Instructional videos;* *- Email and phone support leading to your first budget simulation.*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Assisted Set-up' implementation including a guided (remote) three-part process leading to your simulation: *OPTIONAL ADD-ON* *1. Identify goals, basic structure, and information to include;* *2. Import data and consider fine-tuning options and scenario questions;* *3 Further refine, prepare for release.*	s.21(1)	

SMS MESSAGING & COMMUNICATIONS	Proponent Assumptions
Bang the Table is in the final stages of partnering with an SMS messaging solution provider that will be integrated into the EngagementHQ platform. We are not able to provide more detail at this time and have not included a response in the commercial section of our proposal.	*None*
Proposed Module Name: TBC	

Software/Platform Costs [inclusive of all subscription, license & maintenance related costs and fees]	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
Cost Component #1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

On-Going Support Services [inclusive of all on-going support services related costs and fees]	Annual Cost					
	2020	2021	2022	2023 - optional year	2024 - optional year	2025 - optional year
Standard Package; provide information, service levels and support services provided for this package	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Initial 3-year contract price = Annual License cost for 3 years + Balancing Act Fee for 3 years	CAD 106,700

* Above is Bang the Table's assumed pricing based on the requirments. All optional additonal costs are labled OPTIONAL ADD-ON

Initial 3-year contract price =	CAD 106,700

PAYMENT SCHEDULE:	Percentage Payment	Amount (in CAD$)	Due Date (estimated)
Milestone 1: Contract Execution (typically 10 days to launch site after agreement has been made)	s.21(1) [redacted]		start date (2020)
Milestone 2: Year 2 Contract renewal / Payment			12 month period (2021)
Milestone 3: Year 3 Contract renewal / Payment			12 month period (2022)
Total			
Note* Bang the Table's pricing is based on an annual license. The City can expect one fee per year. Amounts and add ons can be paid up front or earlier if desired by the City.			

	OVERALL REQUIREMENTS FOR DIGITAL ENGAGEMENT PLATFORM					
Item	**Requirement**	**Description of minimum expectations for requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Content publishing	Ability to easily activate, deacativate and reactivate content.	H	Yes	EngagementHQ Project pages are designed to be the one stop shop for all of your ongoing conversations. The layout allows your team to educate your community through the built-in content management system and educational tools, while also collecting their feedback. Project pages can handle rich media embedded, including videos and photos, making it easy to educate your different audiences. Tools are turned on or off with single-click functionality, and the content management system will walk you through the creation of new project spaces.	
2	Scheduled publishing	Ability to schedule the automated publishing and expiry of content and messaging with appropriate admin notifications when these events occur.	M	Yes	After creating a new project in EngagementHQ, you can choose to publish it immediately or set a schedule. The same can be applied when scheduling the conclusion of a project. If additional information is required please view our resource: https://helpdesk.bangthetable.com/en/articles/1162795-publish-the-project	
3	Publishing workflow	Ability to create content publishing workflows including approval steps	M	Yes	EngagementHQ allows for content publishing workflow and approval steps through adminstration access.There are three types of administrators in EHQ - Site, Hub and Project. If additonal information is required please view our resource: https://helpdesk.bangthetable.com/en/articles/1402946-access-levels-for-ehq-administrators	
4	Flexible project page templates	Flexible and visual project pages with the ability to share information: overview of projects, background, timelines, document library, project updates, reports, custom content, current (and completed) online activities and their status/results, etc. Ability to display events lists related to initiatives	M	Yes	Flexible page layouts: Each EngagementHQ project page can be structured to meet your specific project needs with the choice of multiple engagement tools and information widgets. Highlight your key content and information resources to make it easier for your audience to explore the issues in depth and self-educate: • News Categories Widget: Help your visitors navigate through your news articles by filtering them with your category tags. • Photo and Video Libraries: Displays three custom images and/or videos from your complete image and/or video galleries (link provided). • Important Links: Displays a list of links that are important to your project. • Signup Banner: Enable the Signup banner to encourage your community to register and build your participant database. • Social Media Feeds: Inclusion of project specific or organisational social media streams. • The HTML Advanced Widget integration of embedded content from any third-party source. • Who's Listening Widget: A custom list of key project team members, decision makers, community reference group members, etc. The widget includes the individual's role, organisation, email, phone number and image (all optional) along with a link through to the complete project team page. • Project Lifecycle Widget: Outline the stages of your project to your community and communicate the progress as you move through each stage. • Key Dates: Displays and promotes the key dates associated with the off-line consultation process such as public meetings. • Documents Library: Displays documents from your library as individual items or in folders. • Frequently Asked Questions: Displays a short list of frequently asked questions about your project with a link through to the FAQ page. • Related Projects: Display a list of live or archived projects that are related to the current campaign for easy reference. • Follow Project: Allows registered and unregistered participants to subscribe to the project. • News feed (Blog): Used for project news updates; as an issues management tool to present information about issues; or as a list to link from the homepage through to individual projects.	
5	Rich text/multi-media enabled	Ability to support html links, photos, video and audio	H	Yes	EngagementHQ can support html links, photos, video and audio through the use of the HTML widget and the Photo/video library widget. Organizations can also embed directly into the body of project pages or homepage.	
6	Support subscriptions	Ability for users to subscribe and unsubscribe to updates through channel of choice (email, sms, twitter etc.) and receive contextual notifications based on system based events (e.g. content added, discussion forum topic creation, survey launched/closed, idea voted on) related to their preferences.	H	Yes	The Follow Project widget allows visitors to opt-in to receive updates on the status of your projects to be kept informed as a topic progresses. Unlike a normal registration process, the widget provides a lighter way of collecting participant details as they will not be required to go through a registration process. By using this widget, you will be able to capture authenticated email addresses to use with our Newsletter Tool to keep your community informed. Participants can update their subscription preferences at any time. Also, Within select feedback tools, participants can subscribe/unsubscribe to being notified when a new topic reply is posted and can save partial responses.	
7	Archive	Ability to retain content on platform once project has closed. Ability to serve as an archive for previous engagement initiatives.	M	Yes	Archiving projects in EngagementHQ is the best way to ensure you keep a record of your consultation activities. It allows you to signal to your community that a project has concluded and becomes a part of your online engagement history. Doing this practice will help build trust and transparency between you and the community. In EHQ you can either decided to schedule a time to archive your project or simply archive your projects manually. Once a project is archived, participants cannot participate in the project activities any further and they will no longer be able to access the project unless they have the URL to the archived project. All tools in the projects are also archived during the process. However, you will retain all of the input and reporting information in your system as part of your records.	
8	Social Media Integration	Enable users to easily share (page/tool/project) via Social Media platforms	H	Yes	EngagementHQ can easily share and promote all of your content across the most populat social media platforms. Social sharing buttons can be toggled on/off for the community at the project or tool level. For more information or examples please see: https://helpdesk.bangthetable.com/en/articles/403139-share-and-promote-your-projects-and-tools-twitter-facebook-linkedin-mail	
9	User information	Platform allows for the collection and protection of user submitted information - including personal information, demographic information, location information etc.	M	Yes	We take the protection of your information and the information of your community seriously. We are committed to complying with relevant standards in all of the jurisdictions in which we do business and have implemented industry best practices and policies to support this commitment. Bang the Table supports hundreds of customers across Australia, Canada, UK, USA and New Zealand. Our clients trust us with large amounts of sensitive information, stemming from a range of industries including government and healthcare. https://helpdesk.bangthetable.com/en/articles/1789098-data-and-information-security The EHQ required fields for participation are a participant-defined username, password, and email address. Other fields can be created to fully capture demographic data, areas of interest and expertise, and for example, how a participant is connected with the project. All data captured is stored only encrypted using 256-bit AES encryption, one of the strongest block ciphers available. All backups are also encrypted. Data in transit is also secured via SSL/TLS connections. Basic SSL Certificates are provided as part of our solution.	

10	User information	Platform can be used in an authenticated or anonymous fashion	H	Yes	EngagementHQ feedback tools allow anonymous, registered, and unverified participation, as configured by administrators. Unverified participation means that any community member can provide feedback without having to register on the site. They are required to add an email and username should moderation be required.	
11	Analytics	Ability to embed Google analytics code on each page to track traffic, anonymous user behaviour etc.	H	Yes	EngagementHQ allows for the plug in of your Google Analytics code for more detailed reports about your sitea and project visitos.	
12	SLA	Can commit to Service Level Requirements (service uptime, support hours, severity level definitions, response times, resolution times, escalation chart, etc.)	H	Yes	Bang the Table is commited to the SLA as described in schedule A and elsewhere We guarantee 99.75% availability and our up-times have historically remained above "three 9s" (99.9%). When faults are notified the following minimum service standards are in place: - For issues critical to the core functions of the site (i.e. website is unavailable), a response will be immediate and a fix will be implemented within four hours. - For minor critical issues to the core functions of the site (i.e. part of the website is unavailable or not operating efficiently for more than four hours), a response will be within two hours and a fix will be implemented within one business day. - For non-critical issues to the core functions of the site (i.e. part of the website is unavailable or not operating efficiently with only a material impact on the promotion of your engagement projects), a response time is not mandated but a fix will be implemented within two business days. - For minor non-critical issues to the core functions of the site (i.e. a problem which has little or no impact to the efficiency of users), a response time is not mandated but a fix will be implemented as soon as practical but no later than 10 business days Our Help Desk team are available 24 hours a day to help you with user or technical issues or quick advice. You can get in-touch with our Help Desk team by utilising our in-app intercom (Live Chat) for quick advice or phone, or by sending a support ticket to support@engagementhq.com	
13	SLA	What deviations and variations do you have to the RFP sample Form of Agreement, Schedule A - Scope of Work: Support Services; and Service Level Commitments?				All deviations are outlined in section 8 "Form of Agreement - Deviations and Variations" Pg.25 of the proposal
14	Outages	Provide the City with a minimum of 4 weeks' advanced written notification on planned service outages.	H	Yes	Our standard is a 2 week notification period via in-app and dashboard. EngagementHQ is a web-based software platform provided by Bang the Table as a software subscription service. The platform receives regular and continuous updates using our SaaS DLC which features zero-downtime and agile deployment processes. Notifications of planned outages are provided via our in-app intercom advice and by email, these are only required for big architectural changes.	
15	Outages	Provide the City support for unplanned outages caused by the vendor/vendor's solution.	H	Yes	Yes. We have provided more detail within our response to Section C (8. Form of Agreement - Deviations and Variations Pg.25 of the proposal)	
16	Training	Provide training or FAQ materials to support admin and public users of the platform	H	Yes	Via Bang the Table's Helpdesk and CX team. Admins will also have a devoted Engagement Manager to help provide materials and support.	
17	Training	Describe what training program you recommend, upon implementation and ongoing, to support admin and public users of the platform?				Our reccomendations and value add options have been outlined in our statement of work. All associated costs are outlined in our commercial proposal.
18	Support	Provide professional services before, during, and after implementation.	M	Yes	Please see information outlined under EngagementIQ services (section C, question 2 d. Pg. 15 of the proposal)	
19	Sign up	Configurable sign up process	H	Yes	Yes : Participants can create a profile via a registration form configured by you. The only fields required to participate are a participant-defined username, password and email address. Additional fields can be configured and an unlimited number of properties can be solicited of participants. Registration will only be required when participants want to engage with you using select feedback tools. If you are establishing an ongoing consultation hub it will also be worth growing your database through dedicated campaigns. It is your sign-up form questions that allow you the most flexibility in segmenting your database because you can ask the questions that are important to your community or project. Going beyond basic demographic questions can also help you identify your community's interests and relationship to your organization or topic/project. Using connection and interest questions is a great way to extend your registration questions and provide a deeper understanding about your registered community members. If you want to dig even deeper but are worried about putting people off signing up for your site, you might consider using a conditional question in your sign-up form that asks people if they would like to offer you more information voluntarily.	
20	Sign up	Please describe your configurable sign-up process.				Participants can create a profile via a registration form configured by you. The only fields required to participate are a participant-defined username, password and email address. Additional fields can be configured and an unlimited number of properties can be solicited of participants. Registration will only be required when participants want to engage with you using select feedback tools. If you are establishing an ongoing consultation hub it will also be worth growing your database through dedicated campaigns.
21	Multi-language	Ability to support multi-lingual content (priority languages include: Punjabi, Traditional Chinese, Simplified Chinese, Vietnamese, French - additional languages may be indicated)	H	Yes	EHQ can support other languages. Projects can be set up in any desired language: https://plansouthernblvd.com/. Our Engagement Managers can provide advice and insight to what others are doing to help support multi-lingual content. This is a common practice in BC (City of Richmond for example). We also offer the ability to embed the Google Translate widget: https://connectoshawa.ca/opendata	
22	Search	Describe the search functionality (if any) that is available to the public/admin users, when using your product.	M	Yes	Project Finder is a dynamic card list of a site's published and archived projects which can be embedded into an organization's corporate website or EHQ. This allows users to easily search for projects related to a tag or key word. Please see Halifax for example: https://www.shapeyourcityhalifax.ca/embed/projects EHQ provides a search bar located in the main menu navigational bar for an easy search of a word or phrase across the platform, for participants. Administrators have a search at all levels by project and tool, with Site admins having access to search in the audit trail as well.	

23	Responsive User Access	Enable users (public and admin) to access, and fully interact with, the product through device of choice (phone, laptop, tablet, etc.) maintaining the same quality and experience	**H**	Yes	EngagementHQ is compliant with version 2.0 of the Web Content Accessibility Guidelines (WCAG 2.0) to Level AA Standards. An independent third party carries out a comprehensive Accessibility audit of EngagementHQ once a quarter. Results of the latest audit are available upon request. While the guidelines set out in WCAG 2.0 recognize that it is not possible to conform for some types of content, we have undertaken a commitment to continually work on this and leverage new technology to further improve accessibility. We do this by keeping up to date with the latest advances in accessibility techniques and acting on recommendations from the quarterly audits. We also treat any issues identified by clients or participants as a matter of urgency and remain responsive to address the issues. EngagementHQ is designed for small and large screen sizes providing an accessible and full functionality experience for the community from mobile phones, tablets and desktop devices. EngagementHQ supports the full range of major browsers	
24	Responsive User Access	Please tell us what current state technology your solution uses. (e.g. HTML5, CSS3, AngularJS)				Ruby, Javascript, CSS3, HTML5, Reactjs, EmberJs

Item	Technical and Security Requirements		Proponent's Response
	Application Architecture	**Desirability**	
1	Is the application built using standard development frameworks? If so, state which.	Preferred	Yes, Ruby on Rails
2	What technologies is the application built on (e.g. Java, J2EE, .Net, etc.)?	Provide information	Ruby, Javascript, CSS3, HTML5, Reactjs, EmberJs
3	Provide overall architecture.	Provide information	The EngagementHQ(EHQ) application has a client server architecture. All EHQ sites are hosted on Amazon Web Services (AWS) infrastructure. We make use of the Amazon Virtual Private Cloud (VPC) to create an isolated eco-system. The EHQ application has a load balancer for the main application server and the application data is stored within the mySQL database on the Amazon Relational Database Service (RDS) instance. The Elasticsearch function improves the search efficiency of the application and the Elasticache increases data retrieval efficiency. AWS CloudWatch monitors the AWS resources and applications in real time. The architecture diagram can be provided.
4	What platforms/technology stacks does your solution run on?	Provide information	We host using Amazon Web Services (AWS) provide infrastruture. Read more about the AWS architecture here - https://aws.amazon.com/architecture/?awsf.quickstart-architecture-page-filter=highlight%23new
5	If applicable, will the server components within the application be supported during the term of the Agreement? Describe.	Preferred	Yes, the infrasrucutre and application will be supported by Bang the Table.
6	If applicable, will the database components within the application be supported during the term of the Agreement? Describe.	Preferred	Yes, the database will be supported by Bang the Table.
7	What database repositories will the application work with?	Provide information	EngagementHQ is a highly flexible platform with an advanced API for integrating with a range of third party services. This allows you to integrate seamlessly with existing systems should this be required
8	Is SMTP supported for email notifications?	Preferred	Yes, EngagementHQ has its own email infrastructure. The EngagementHQ Participant Relationship Management System (PRM) provides a complete record of all individual registered participants. The PRM allows segmentation of your online community database using a range of parameters such as the specific interests and demographic details captured during registration, as well as, via specific purpose tags applied to people who for example may be members of co-design groups, focus groups or panels, allowing accurate targeting of communication campaigns, engagement projects and campaigns via Newsletter emails sent from within the tool.
9	Is Active Directory accessed for workflows, document routing, approval records, or escalation process?	Preferred	EngagementHQ provides role-based access controls with site, hub and project administrators with different permission levels.The visibility to projects can be configured as PUBLIC, PRIVATE or PANEL for restricting access.
10	Future versions of the application are backwards compatible with earlier ones.	Preferred	EngagementHQ uses feature toggles to control significant feature releases to coincide with appropriate communication and training. When Bang the Table is ready to introduce a new feature to subscribers, we consult with select client Beta Testing members who have agreed in advance to try out new functionality. The feature is then turned on in the administration panel by the Bang the Table Project Manager for the subscriber to try out. If the feature meets the proponent's approval, it is left on. Otherwise, it can be toggled off, and the previous instance is restored.
11	Specify how future releases, versions, updates of the proposed solution incorporate or continue to accommodate City specific requirements, configurations, and settings.	Provide information	EngagementHQ is a web-based software platform provided by Bang the Table as a software subscription service. The platform receives regular and continuous updates using our SaaS DLC which features zero-downtime and agile deployment processes. We have robust automated testing, build process, and application monitoring in place to ensure high-quality and successful deployments of regular feature/functionality. Our development methodologies heavily influence our roadmap goals. For example, we follow user/human-centred design practices to help contextualise our product development process. By consulting with stakeholder groups and incorporating best practices into our product testing and evaluation phases, we gain a deep understanding of how, when and why our product is being used. This ensures that we build products that are sensitive to the nuances of community engagement methodology and our client base. We also use agile development and design sprints, both of which are well known within software development, to help us identify, prototype and test out new ideas with depth and speed.
12	Is the product completely web-based from the client's perspective?	Provide information	EHQ is delivered completely over the browser. As such it can work on any operating system as long as there is a modern browser installed. EHQ is also designed to automatically adjust for best user experience based on the screen size and resolution of the device it is visited from.
13	Does your solution provide support for multiple browsers?	Provide information	EHQ supports the full range of major browsers including: Microsoft Edge 42 and above; Internet Explorer (IE) 11; Chrome 55 and above; Firefox 52 and above; Safari 11 and above;
Item	**Deployment Architecture**	**Desirability**	**Proponent's Response**
14	If applicable, can the application be hosted on-premise at the City's datacenter?	Provide information	No
15	If applicable, can the application be hosted in a Cloud environment?	Provide information	Yes. All EngagementHQ sites are hosted on Amazon Web Services (AWS) infrastructure and we make use of the Amazon Virtual Private Cloud (VPC) to create an isolated eco-system.
15	Is the application and all its components (e.g. data, etc.) hosted in Canada? Indicate geographic locations of all relevant data centers.	Required	Yes. We host on AWS infrastructure within Canada - AWS, Canada (Central). More information on AWS regions - https://docs.aws.amazon.com/AWSEC2/latest/UserGuide/using-regions-availability-zones.html. We do not move or replicate content outside this region without consent.
16	If applicable, does the application rely on third party application(s) hosted in an external Cloud?	Provide information	No
16	Specify any networking or communication technology required or recommended for effective use of the proposed solution such as communication bandwidth, speed, direct lines, switches, etc.… between various components of the proposed solution.	Provide information	None. Application is accessible from any modern web browser on any device with an internet connection.

17	Specify the proposed solution's hosting environment, locations, network, infrastructure, data warehouses, service levels, emergency management, etc.…	Provide information	Your EngagementHQ site will be hosted on Amazon Web Services (AWS) infrastructure within your AWS regional jurisdiction of Canada - AWS, Canada (Central). AWS meets the requirements of an extensive list of global security standards, including SOC and ISO 27001. More information on AWS regions - https://docs.aws.amazon.com/AWSEC2/latest/UserGuide/using-regions-availability-zones.html. Our application is also secured through world-class security infrastructure provided by AWS.The AWS network uses proprietary mitigation techniques providing significant protection against traditional security issues such as Distributed Denial Of Service (DDoS) Attacks, Man in the Middle (MITM) Attacks, IP Spoofing, Port Scanning, etc. We make use of the Amazon Virtual Private Cloud (VPC) to create an isolated eco-system. Our inbound firewalls are configured to permit only the absolute minimum connectivity required to provide the service to our clients. Any changes to the access rules require authorization. We use tools like AWS Cloud Watch and Data Dog for analysis of traffic activity and to provide us with alerts. Based on these alerts we use the AWS provided ACL to block offending IP addresses.When faults are notified the following minimum service standards are in place: For issues critical to the core functions of the site (i.e. website is unavailable), a response will be immediate and a fix will be implemented within four hours. For minor critical issues to the core functions of the site (i.e. part of the website is unavailable or not operating efficiently for more than four hours), a response will be within two hours and a fix will be implemented within one business day. For non-critical issues to the core functions of the site (i.e. part of the website is unavailable or not operating efficiently with only a material impact on the promotion of your engagement projects), a response time is not mandated but a fix will be implemented within two business days. For minor non-critical issues to the core functions of the site (i.e. a problem which has little or no impact to the efficiency of users), a response time is not mandated but a fix will be implemented as soon as practical but no later than 10 business day Disaster Recovery - We are hosted on Amazon Web Services (AWS) infrastructure and leverage their high availability infrastructure. Our application instance is hosted with an auto recovery instance for the application server. This ensures that even in case of any hardware failure, the instance is capable of recovering itself automatically and instantly without manual intervention. Data in stored within a mySQL database on AWS RDS. Amazon RDS has multiple features that enhance reliability for critical production databases, including automated backups, DB snapshots, automatic host replacement, and Multi-AZ deployments. Within each AWS region AWS provides availability zones (AZs) with a choice of 2 or more zones. Each AZ is a fully isolated partition of the AWS infrastructure with data centers that have redundant power, networking and connectivity, which are independently powered and cooled and have their own network and security architectures. AZs are insulated from the failures of other zones in the group, so by replicating our database across multiple AZs, we significantly reduce the chance of total outage or failure.
17	Describe Information management considering: shared/segregation, input/output, security, access, control, data integrity, storage, backup, location, volume, accumulation, retention, archiving, update, live, real-time/delayed/image	Provide information	EngagementHQ provides role-based access controls with unique usernames and one-way password encryption to help clients manage their own logins. We host using Amazon Web Services (AWS) with data is stored within a mySQL database on AWS RDS. All data stored on AWS RDS is encrypted using 256-bit AES encryption, one of the strongest block ciphers available. All backups are also encrypted. Data in transit is secured via SSL/TLS connections. Basic SSL Certificates are provided as part of our solution. Extended Validation SSL certificates are provided at an optional extra. We have TLS enabled for all our HTTPS connections. The security of AWS data centers are validated by external auditors, performing tests, on more than 2,600 standards and requirements throughout the year. We take a daily server snapshot for archival everyday and it is stored for 35 days. All backups are encrypted. We guarantee 99.75% availability and our up-times have historically remained above “three 9s” (99.9%). Our application instance is hosted with an auto recovery instance for the application server. This ensures that even in case of any hardware failure, the instance is capable of recovering itself automatically and instantly without manual intervention. The application is continuously monitored by incorporating security scanners into our CI/CD pipeline. Issues and vulnerabilities are patched by our internal development teams as they come to light. Patches go through a full release process albeit expedited, that includes testing prior to applying to production environments to ensure stable operation. Our deployments require zero downtime which allows patches to be applied continuously when required. An independent third party carries out comprehensive Vulnerability Assessment and Penetration Testing (VAPT) of EHQ once a quarter. This testing checks to see if any potential areas exist that could be exploited. The recommendations and any corrective or preventive actions are addressed and a re-scan is performed, if mandated. All hardened business devices are used. Requirement for privileged access for IT administrators is reviewed every month. All access and modification to data is logged and retained for a year. Audit logs are available for view only to administrators based on privileges. Periodic awareness campaigns and programs on Information Security is done with all staff. Information Security controls are audited at regular intervals by an independent audit team. Required corrections and corrective actions are taken to closure, by addressing areas of concern or improving the current security practices. At least one training is scheduled for all staff in a year, with more trainings scheduled based on changes implemented and deemed necessary.
18	Specify any wireless technology, apps, licenses, devices, data volume, communication speed required or recommended for effective use of the proposed solution on mobile devices such as laptops, tablets, phones using android iOS operating systems.	Provide information	None. Application is accesible from any modern web browser on any device with an internet connection.

18	Specify any voice communication requirement to enable effective use of the proposed solution's capability such as connection to VoIP for user and vendor supports, vendor call recordings etc.…	Provide information	Not applicable
19	If deployed in Cloud, the City's service may or may not be deployed with other customers of the vendor. Is the proposed solution Single- or Multi-Tenanted?	Provide information	Multi-Tenanted
19	If deployed to Cloud, the City's data will be kept separate from other customers of the vendor. Explain how.	Required	We have strong logical controls in place to quarantine data belonging to each organisation within our multi-tenanted application architecture. Additionally, - The data at rest is encrypted and cannot be accessed even by system administrators; - All access is restricted, monitored and logged; - Multiple levels of scoping of access is in place to prevent any inadvertent or intentional attack; - Quaterly VAPT testing also checks for any potential areas that could be exploited; - Encryption during transit and during rest ensures additional security.
20	City data will be backed up, archived, and deleted from the system, when required.	Required	Client data on our systems will be backed up and retained only for the term of the contract. We purge all data and backups within three months after the end of your contract. Data is available for clients to download and retain as a document download in MS Word format, PDF, Excel and also via API.
20	If the proposed solution is to be deployed in the cloud, vendor will complete the **Cloud Security Alliance Questionnaire**, if requested by the City.	Required	Yes, can be done on request.
Item	**Availability & Scalability**	**Desirability**	**Response**
21	Can the solution operate in an off-line mode? If so, describe.	Provide information	No. Data in the form of reports can be downloaded for offline use.
22	Does the application maintains transaction logs that will be submitted to City Technology Services for monitoring. Please describe.	Preferred	Within EngagementHQ the City appointed site administrator will have access to the audit trail. This log records all activity in the site, with filters to help drill down into different areas – by date, project, and tool. A search function also helps sort and parse activity by admin/user or another identifying factor. Audit trails and logs are retained for one year or as per contract agreement.
23	Does the application take advantage of caching techniques for loading pages, static content, data, etc.?	Provide information	Yes. We use the AWS provided tools for these functions like the Elasticsearch function improves the search efficiency of the application and the Elasticache increases data retrieval efficiency.
24	The application maintains transaction and data integrity in failure situations.	Preffered	Yes, application and database recovery is automatic with transactional integrity, near zero data loss and no manual intervention required.
25	Can all administration activities can be performed with the application up and running in production? Describe how the Vendor will follow the City's ITIL Change Management Process, such as advanced notification of production changes and coordination of the submission of Change Requests for any production changes.	Preferred	EngagementHQ is a web-based software platform provided by Bang the Table as a software subscription service. The platform receives regular and continuous updates using our SaaS DLC which features zero-downtime. We provide at least two weeks of notice in case of planned outages but we typically only need this for big architecture changes.
Item	**User Interface Standards**	**Desirability**	**Response**
26	Is the application web-based? If web-based, describe how the application is browser and device agnostic.	Preferred	Yes. EngagementHQ is designed to automatically adjust for best user experience based on the screen size and resolution of the device it is visited from. That is to say that EHQ has a 'Responsive web design'
27	If applicable, does the web-based application generally align with the City's Digital Style (Guidelines here: https://vancouver.ca/dsg)?	Provide information	Site logo and colors can be customised to your brand requirements. There is a choice of 5 themed design templates. All design elements including logos, banners, images, colour schemes, fonts and font styles can be determined and applied by administrators to their selected template. Our team can also provide a "deep brand" to your engagement site. This will provide a seemless look and feel for the public. This has been executed regularly when working with the federal government. The City of Ottawa also has a deep brand for their engagement site. Please see: https://helpdesk.bangthetable.com/en/articles/3005016-brand-integrations for more information.
28	Provide sample Homepage and/or Portal screen shots that would most likely resemble the Homepage and/or Portal for the City (note: show what vendors would see, and show what City staff would see). Ensure that your Commercial Proposal includes costs (if any) for any additional customization work that you would need to provide during implementation.	Provide information	Please see Appendix of Proposal EngagementHQ and EngagementIQ Prospectus: Section "Design Options and Website Integration"
29	The web-based application is responsive by design (i.e. HTML5, supports mobile, various screen sizes).	Preferred	Yes, EHQ is responsive by design
30	Product/Service conforms to the guidelines for accessibility as set forth in Web Content Accessibility Guidelines (WCAG) 2.0 (minimum Level AA conformance).	Preferred	Yes, EHQ is compliant to WCAG Level AA standard and audited every quater.
31	Describe what degree of customization the City (e.g. Super-users, or Administrators) would be able to further customize the Homepage and/or Portal, after implementation of the solution (i.e. during the term of the contract).	Provide information	The City appointed Site administrators will have complete control of the site. They can modify/re-deign the homepages, create new project pages or just new information pages without any restriction.
Item	**Security**	**Desirability**	**Response**
32	Is Single Sign On (SSO) supported?	Preferred	Yes, there is an additional cost.
33	If applicable, which of ADFS / LDAP / SAML / other are supported for SSO? Describe.	Preferred	We offer SSO integration for any Identity Provider (IdP) that supports SAML. We can integrate with ADFS and LDAP.
34	If SSO not supported, must users log in with a user ID and password?	Provide information	Yes

35	Is Password history maintained to prevent users from recycling passwords?	Preferred	No, but can be done if SSO integration is used.
36	Will Users be required to change their passwords within a configurable period? Please describe.	Preferred	No, but can be done if SSO integration is used.
37	Does the system prompt for a new password when the current password is nearing expiration?	Preferred	No, but can be done if SSO integration is used.
38	Can a password minimum length be configured?	Preferred	No, but can be done if SSO integration is used.
39	Can Users be locked out after a number of failed login attempts? Describe.	Preferred	Yes, after 5 wrong password attempts the account is locked out for 30 minutes.
40	Will Idle users be required to log back in? Please describe how this works.	Preferred	Yes, users that are inactive for over an hour will automatically be logged out and they have to log in again.
41	Can Security be managed at a group level?	Preferred	No, but can be done if SSO integration is used.
42	Is a Login audit trail available?	Preferred	Yes, login's are recorder with timestamps for users and admins.
43	Does the application support the HTTPS protocol?	Required	Yes. Basic SSL Certificates are provided as part of our solution. Extended Validation SSL certificates are provided at an optional extra. We have TLS enabled for all HTTPS connections.
44	There is Form Level validation, if applicable.	Preferred	Yes
45	There is Format validation, if applicable.	Preferred	Yes
46	There is Content validation, if applicable.	Preferred	Yes, Strict Content Security Policies against the likes of inline scripting, cross frame scripting etc. are in place.
47	If hosted in the Cloud, does the application/vendor have SIEM?	Preferred	We utilise AWS provided GuardDuty and CloudWatch along with our DataDag application.
48	If hosted in the Cloud, does the application complete penetration/vulnerability testing?	Required	An independent third party carries out comprehensive Vulnerability Assessment and Penetration Testing (VAPT) of EHQ once a quarter.
49	If penetration/vulnerability testing has been completed, will the results be made available to the City?	Strongly Preferred	Yes, VAPT reports can be provided on request by email.
50	Does the solution comply with all Privacy legislation applicable to the data under consideration: 1. BC's Personal Information Protection Act, SBC 2003 c. 36 2. Federal Personal Information Protection and Electronic Documents Act, SC 2000 c 5 3. Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 (FIPPA)	Required	Yes, Additonal detail: https://helpdesk.bangthetable.com/privacy-data-and-information-security-moderation-terms-and-conditions/compliance-and-privacy/gdpr-compliant-community-engagement-with-engagementhq
Item	**Data & Reporting**	**Desirability**	**Proponent's Response**
51	Will the Vendor provide a logical data model for the key business objects in vendor's product? Describe.	Preferred	The Data Flow diagram for EHQ can be provided upon request.
52	Is there any Personally Identifieable Data captured, contained, or used within the solution?	Provide information	The EHQ required fields for registration are a participant-defined username, password, and email address. Other fields can be created by the City to fully capture demographic data, areas of interest and expertise, and for example, how a participant is connected with the City. The registration form can include both mandatory and non-mandatory fields.
53	All application data to be made available for backups to COV data center at agreed frequency.	Required	Data is available for the City administrator to download and retain as a document download in MS Word format, PDF, Excel and also via API at any time.
54	The City remains the sole owner of all data entered, used, and maintained within the application.	Required	Yes. All of the data created on our technology platform belongs to the City and as such is governed by the City's policies. Our role is to only process the data in accordance with our service agreements with the City.
55	Does the application provide out-of-the-box reports (including any leveraged Tools). Describe.	Required	EngagementHQ incorporates a suite of analysis and reporting capabilities for each feedback tool used within a consultation project, for individual or multiple consultation projects and on a site wide basis, each of which can be configured and accessed both online or as a PDF, Excel, CSV document including codified data formats. Dashboards provide real-time analytics on screen and the combination of dashboards and exportable reports can be configured across a variety of date ranges to analyse results and generate reports. Text analysis functionality allows qualitative data to be interrogated within the EngagementHQ content management system by key words, sentiment or combination of key words from all tools, with capacity to categorise, tag and download qualitative analysis reports in Excel or CSV formats for further interrogation of reporting.
56	Does the application support use of the City's own reporting Tools (e.g. SSRS, QlikSense, Excel, Nvivo etc.)?	Required	Detailed excel reports can be extracted from EHQ which can be used as input to the City's reporting tools.
57	Can all of the application data be fully extracted for a client's use in internal reporting software (e.g. real-time or batch, data exposed in API, file, etc.)? Describe.	Required	All data is available for download, as a document download in MS Word format, PDF, Excel and also via API.

58	Describe any real-time reporting that can be produced from your application and can this be displayed outside of the application (e.g. via web browser)	Preferred	The EHQ dashboards provide real-time analytics on screen(web browser) and can be configured across a variety of date ranges to analyse results and generate reports. •The Dashboard provides an overview or snap shot of site visitation and a summary of specific interactions by participants across individual feedback tools in each live project. •Site-wide Activity is accessible online as either a summary or full report of engagement with the option to report across either live or archived engagement projects or categories. •Project Activity reports and analysis capabilities are available online for all individual projects in both summary and full report formats. The reports include all feedback and detailed date stamped results in graphs for surveys (including cross tabulation), submissions and quick polls. Detail of all qualitative feedback from Discussion Forums, the Guestbook, Q&A, EngagementHQ Places and Ideas is captured within the project report and can be further interrogated and analysed via key search functions and tagging. •Engagement Tool Activity reporting enables access to the activity and reports for each individual tool used in a consultation project or across multiple consultation projects. •Participant Demographics are captured during the registration process. Reporting and analysis of captured data allows analysis of participation by demographic identifiers for individual, multiple and consolidated consultation projects and/or for each feedback tool or by participant •Traffic Sources, the EngagementHQ dashboard provides exportable graphs of traffic to your site or consultation project from Direct URLs, Social, Email, Referrals and Search Engines
Item	**Integration / Extensibility**	**Desirability**	**Proponent's Response**
59	Does the application support Web Services protocols (e.g. JSON/REST, SOAP), if applicable?	Preferred	The EHQ API is REST based and uses user JSON for serialization and Basic Authentication over SSL for authentication and encrypted communication.
60	Are all application data available from the above Web Services?	Preferred	Yes
61	Is there access or authorization control of the above Web Services?	Required	Yes
62	Does the product support extensibility through publicized and documented APIs, and is the upgrade path for client-developed extensions based on these documented APIs?	Preferred	The full list of our available API's are documented in simple english and available on request from our support team for clients. It is not public.
63	If applicable, are the above Web Services integrations supported, with a set of standard plug-ins for popular enterprise applications such as SAP, Service Now, etc.?	Preferred	Not applicable, if integrations support is required it can be provided at an additional cost after evaluation.
64	Does the Solution support integrations via file transfers? Describe supported file formats: (e.g. CSV, XML, etc.).	Preferred	No
65	Does the Solution support export of search results, or solution reports data? Describe the file formats supported e.g. XML, HTML, Excel/CSV.	Preferred	EHQ reports can provide the full range of activity on the site or from a consultation project. All aspects can be analysed and specialist reports generated and exported in PDF, Excel and CVS formats. Administrators can also download reports for printing in a range of formats including PDF, Excel and CVS formats which can be used for review publishing and printing purposes. Printed versions maintain the branding.
66	Does the application support batch User Management? Please describe	Preferred	The EngagementHQ Participant Relationship Management System (PRM) provides a complete record of all individual registered participants. Bulk import of customers/participant information is provided within the EngagementHQ PRM. This feature enables user data to be uploaded by CSV document. User details can also be extracted via reports or APIs.
67	Specify how the proposed solution can accommodate City specific requests, requirements, configurations, settings, without having to compete with other clients' requirements and settings.	Provide information	Via integrations with 3rd party tools (City or through Bang the Table's EngagementHQ Marketplace)
68	Describe how your solution could integrate with GIS (ESRI) and/or Open Data Soft data layers http://opendata.vancouver.ca	Preferred	The EHQ Places tool is an interactive mapping tool that allows you to capture geo-spatial feedback as part of your online consultations. This tool provides support for GIS Shapefiles, KML files and WMS files. The tool also allows you to custom select a geographic boundry.
Item	**Misuse prevention**	**Desirability**	**Proponent's Response**
69	Describe if your solution has any mechanisms to protect against users from 'gaming the system'.	Required	Moderation of the EHQ website is designed to keep participants, site administrators, and third-parties safe from malicious, inflammatory and illegal materials. The EHQ website is moderated by a professional global moderation team from Bang the Table in collaboration with the City. All public facing contributions - that is, contributions that can be seen by other website users - are moderated in accordance with the moderations rules. Read more about moderation provided here - http://helpdesk.bangthetable.com/en/articles/1162865-moderation-policy

	ASSET MAPPING (note to proponents: this functionality is a Priority for implementation)				
	Special note: Asset Mapping is often used as a first step in land-use-based engagement processes, and is often used in conjunction with in-person mapping exercises: an online version of				
Item	Requirement	Priority (H = high; M = medium; L = low)	Does Proponent currently fully meet the requirement? (Yes/No/Partially)	If Proponent has responded with 'Yes', describe how the requirement will be met.	If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.
1	Set map boundary to study area (by admin at project creation) and allow for ability to set same as default map view	H	Yes	The area of consultation can be customised and set for default view.	
2	Ability to use a variety of icons and configurable categories for use by participants (i.e. Love it, this needs work, big idea for this space.)	H	Yes	EHQ supports a whole library of colours and icons to customise categories for your pins and support feedback across a range of issues. Pins can also be renamed as required. Additional information: https://helpdesk.bangthetable.com/en/articles/403056-engage-with-places	
3	Allow for ability for user to add content/material to each pin (text, image, video)	H	Yes	Comments can be added in text format and images can be uploaded when adding a pin.	
4	Option to enable community to vote or comment on each pin – with ability to turn off this feature, if desired	H	Yes	Participant can comment on a pin and place new pins in the same area, which can be used as a measure for popularity. Commenting can be made mandatory or optional when adding a pin	
5	Ability to ask demographic questions or survey questions when adding a pin (with checkbox, radio buttons, text, multi-check, ranking type questions)	L	Yes	Yes, all survey question types are supported when adding a pin.	
6	Ability to aggregate pins when there are too many, to improve readability (and allow user to zoom-in for details/results)	H	Yes	Clusters the pins for display and zooms in any one pin. Pins can be filtered for display and clicking on a pin provides all its details.	
7	Ability to export results into a GIS file for diplay on ESRI	H	Yes	Reports with pin locations and results can be extracted from EHQ in Excel format.	
8	Ability to modify the look and feel, and select different base maps (from satellite images, road map or a simplified map)	M	Yes	Eight different map styles are available to suit the issues or areas under discussion. Styles include street maps, planning grids, and satellite views.	

	DISCUSSION FORUMS				
Item	**Requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Support multiple discussion threads	**H**	Yes	EngagementHQ allows for the City to open up multiple discussion threads related to a project. This is commonly done when breaking up	
2	Admin ability to set controls for discussion topic creation	**H**	Yes	Admins can create a topic for discussion and allow only comments but no new topic creation. AND/OR admins can allow participants to create new topics for discussion and comment.	
3	Support user and content moderation (by vendor/admin/automated tool), banned words, user banning, view of comments approved/rejected/pending etc.	**H**	Yes	EngagementHQ's expert moderation protects you and your community against bullying, heckling, and inappropriate behaviour as well as ensuring that your forums and discussions are on-topic and privacy is protected. It is an essential solution for any government department or organization with a legal obligation to protect the right to free speech. The service is designed to protect you and your community. Our moderation policy can be found at the bottom of all client sites. Read Forum Etiquette and Moderation.	
4	Alerts for internal staff/team of new content submission	M	Yes	Notifcations of contributions can easily be turned on/off for project administrators.	
5	Enable community to flag comments for moderation or vote up/down comments	H	Yes	EngagementHQ Discussion Forums contain an "Alert moderator" button on all comments. This function will send a comment back into our moderation system for the moderators to review. Discussion fourms also allow for the community to up/down vote comments.	

6	Ability to message participant from software when their comment is going to be removed because it doesn’t match community guidelines	H	Yes	EngagementHQ first filters all posts to remove spam and to look for high-risk language. Comments containing bad language do not appear on the site and are instead routed to a moderator to check if they are permissible. All other content on Ideas, Places, Discussion Forum, and Guestbook tools are reviewed by our expert moderators within 2 hours of posting, 24/7. Our team currently averages a 5 minute review time. Comments found to be contrary to the moderation rules are removed with a clear reason being emailed to the participant who posted the comment, giving them the option to repost in a way that does not violate our moderation rules. You can always access removed content on request, and if you ever disagree with our moderators, you can request to have content reinstated. Thankfully, our moderators remove less than 1% of all content because of timely and independent intervention. Forums are always pre-moderated i.e. comments will be removed if found in-appropriate and then the participant will be informed; The Guestbook tool allows for post moderation, where the comment will appear on the site before it is accepted by a moderator.	

Item	Requirement	Priority (H = high; M = medium; L = low)	Does Proponent currently fully meet the requirement? (Yes/No/Partially)	If Proponent has responded with 'Yes', describe how the requirement will be met.	If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.
	IDEATION (note to proponents: this functionality is a Priority for implementation)				
	Special note: Ideation is commonly used in engagement processes at earlier phases to get a number of ideas on a particular topic. Usually, Ideation has a start date, and an end date, and can last from 1-4 months.				
1	Ability to create multiple idea walls within multiple projects	**H**	Yes	The Idea tool can be used more than once in any project to set up concurrrent consultations.	
2	Ability to collect ideas within preset categories (i.e. how do you think we can reach target X, Y, Z?)	**H**	Yes	Groups of participants can be set up for access to the said consultation. Groups can be created via registration form categories or tagged individuals.	
3	Enable ideas to be seen by different views – most comments, new ideas, top ideas, random ideas – ability to choose which view is the default	**M**	Yes	Can be viewed by most votes, most comments, oldest, newest or discover (random).	
4	Ability to split idea gathering and voting into two time periods to support traditional 'sticky-note' style brainstorming processes	**H**	Yes	As soon as the voting phase is enabled, ideas can no longer be added. This splits the activity into an idea collection period and a voting period.	
5	Support users voting on ideas (+/-)	**H**	Yes	Yes, can vote by using a heart symbol provided. As a general practice rule we advise against voting down other people's ideas.	
6	Allow users to comment on submitted ideas	**H**	Yes	Admin can configure if commenting is allowed or not and can control commenting periods (timelines)	
7	Ability to merge ideas	**M**	Yes	Administrators can combine ideas to create a new one, like for the voting phase.	
8	Ability to change the status of an idea (and the ability for City to change those categories), to show when ideas are being considered (in the plan, out of scope, started, completed, not being considered)	**M**	Yes	Ideas can be archived/closed for input while it is still displayed. The consultation lifecycle can be communicated and the projects categorized as required.	
9	Ability to enable/disable voting feature	**M**	Yes	Yes voting can be enabled/disables. Voting can be indefinite or scheduled for a particular timeframe.	

	NEWSLETTERS (note to proponents: this functionality is a Priority for implementation)				
Item	Requirement	Priority (H = high; M = medium; L = low)	Does Proponent currently fully meet the requirement? (Yes/No/Partially)	If Proponent has responded with 'Yes', describe how the requirement will be met.	If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.
1	Ability to embed signup form on a separate website	H	Yes	HTML code can be embedded in the newsletter.	
2	Ability to add users who signed up at in-person events	H	Yes	Ability to bulk upload a csv with user details and use	
3	User friendly interface for designing, creating, and publishing newsletters	H	Yes	A WYSIWYG editor is provided for creating the newsletter content and a preview is provided prior to sending.	
4	Ability to group and target subscribers based on behaviors, demographic information, data source and campaign history	H	Yes	Emails in EHQ are directly linked to your community database allowing you to accurately target specific community segments for participation. This database is captured through the signup process for your EHQ site and your segments will be dependant on the signup form questions you asked your community to answer. You can also filter particpants by responses or activity	
5	Ability to target subscribers using both lists and filters.	H	Yes	Groups of participants can be created using filters. Bulk lists can be uploaded from a csv file.	
6	Provide custom email templates and the ability for user-created templates	H	Yes	A default template is provide and the HTML editor can be used to create or copy your own.	
7	Access to a comprehensive list management tool to create, upload, download, and segment lists.	H	Yes	The EngagementHQ Participant Relationship Management System (PRM) provides a complete record of all individual registered participants. PRM records are created via the site registration form. The key demographic aspects are determined and the registration form created by you. Required fields are a participant-defined username, password, and email address. Other fields can be created to fully capture demographic data, areas of interest and expertise, and for example, how a participant is connected with the project. The registration form can include both mandatory and non-mandatory fields. All demographic data captured is included within a participants PRM record. The PRM allows segmentation of your online community database using a range of parameters such as specific interests and demographic details captured during registration, as well as, via specific purpose tags applied to people who for example may be members of co-design groups, focus groups or	

				members of co-design groups, focus groups or panels, allowing accurate targeting of communication campaigns, engagement projects and campaigns, and, reporting across relevant groups within your database to ensure quality management of participant records, engagement and information analysis outcomes.	
8	Ability to track user permissions to support CASL and GDPR	**H**	Yes	Yes, the EHQ registration process can be used to record approval from participants which is stored and can be audited.	
9	Split campaign testing and segmented lists	**M**	Yes	Provision to send test newsletters	
10	Ability to create and send personalized newsletters by using list data parameters (name, locations etc.).	**M**	Yes	Data parameters for personalization is provided.	
11	External e-mails: Automatic unsubscribe and bounce-back handling.	**H**	Yes	Participants are able to unsubscribe using the link provided in the footer of the newsletter. EHQ also allows you to monitor how many were actually delivered and if the recipients opened the newsletter.	
12	Newsletter automatically resizes images.	**H**	Yes	EHQ has a responsive web design	

	Questions & Answers				
Item	**Requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Ability to receive questions from public and respond to same on a structured web page	**H**	Yes	The participant's questions (raised at the front end) are displayed on the Manage Questions page of EHQ (back end). These questions are answered by administrators and submitted. All participants can view only those questions that have public responses. Questions that are unanswered or have a private response are not displayed at the front end. Administrators can also mark a question as 'junk' and archive.	
2	Support public or private responses by admins	**M**	Yes	User generated comments can be answered publicly on site, or privately via direct email through the application	
3	Support threaded questions/answer on same topic	**H**	Yes	Ability to add tags to form a theme of similar questions and display them in tabs.	
4	Ability to show most recently updated question (by response)	**H**	Yes	The Q&A tool will show the most recent public responses on the top of the list.	

	STORYTELLING				
Item	**Requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Ability for users (public and admin staff) to submit content (text, image, video)	**H**	Yes	Yes an editor is provided to add text, images, videos, links etc. Both for participants and admin.	
2	Ability to tag story with a keyword	**H**	Yes	Text analysis tool can be used for this purpose.	
3	Filter stories by keywords	**H**	Yes	Text analysis tool can be used for this purpose.	
4	Allow users to vote on a story (up/down)	**H**	Yes	The "like" option is provided for a story.	
5	Allow users to comment on a story	**H**	Yes	Enable/ disable buttom for comments is present	
6	Allow users to follow comments on a story (or unfollow)	**M**	Yes	Participant can choose to allow or disallow comments on a submitted story	
7	Stories can be interactive and can include uploadable images or media (video, audio) to support context.	**H**	Yes	Yes an editor is provided to add text, images, videos, links etc.	
8	Support a publishing queue: moderated, not auto-published submissions	**H**	Yes	In the EHQ Story Telling tool you can decide if stories should be moderated by us or yourself. This option can be configured in the tool. 'On-site moderation' means that you accept or decline stories. 'Peacekeeper moderation' means that our team of moderators (the 'Peacekeepers') moderate the stories for you.	

	SURVEYS				
Item	Requirement	Priority (H = high; M = medium; L = low)	Does Proponent currently fully meet the requirement? (Yes/No/Partially)	If Proponent has responded with 'Yes', describe how the requirement will be met.	If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.
1	Create an unlimited number of discrete surveys with an unlimited number of responses	H	Yes	No limit on the number of concurrent surveys in any project with unlimited participation numbers and formats.	
2	Multiple staff can concurrently sign-on to access, build and report on surveys	H	Yes	Admin numbers are only limited by the licence. Bang the Table's proposal will reflect the desired amount of adminstrators needed from the City. At anytime more admins can be purchased.	
3	Easily clone surveys for efficient management	H	Yes	Surveys can be cloned to create a replica.	
4	Ability to save questions into a library for easy survey design	M	Yes	Cloning of surveys and cloning questions within a survey provide easy relication of a survey	
5	Allow auto notifications of survey submissions (with the ability to turn this feature off, if desired)	L	yes	Adminis can enable or disable notifications to a configured email id when a survey is submitted.	
6	In-depth exportable reports and comment analysis provide deeper insights	H	Yes	Survey analysis tool in EHQ provides capacity to filter survey results by a range of filters, for example, year of birth and gender, and undertake cross tab analysis by a range of subsets, for example, year of birth and gender comparing responses by male and female. Text analysis is supported for all free text responses.	
7	Ability to embed media into survey	H	Yes	A page heading question type in surveys provides a WYSIWYG editor to add text, photos, video's, links, etc. Radio button and checkbox question type allow static images to be added to the questions.	
8	Intuitive survey design with a robust help feature to enable staff to easily use the tool without training	M	Yes	The content management system of EHQ allows for the quick and efficient creation of surveys utilising a WYSIWYG editor within the CMS for all text content, easy click and select functionality for adding questions, option to re-arrange questions using drag and drop, creating multi page surveys and previewing and test the survey prior to publishing. No knowledge of coding is required for any feature or functionality of EngagementHQ. Online support resources including videos and detailed step by step articles to create the survey are accessible from within EngagementHQ	
9	Include basic and advanced survey questions including advanced branching logic, piping etc.	H	Yes	Skip logic, conditional branching logic and the easy "other" option are present in surveys.	
10	If part of a platform, also requires the ability to program surveys individually that can be used external to the platform	M	Yes	Surveys can be used stand alone.	
11	Ability for user to upload files (of a configurable type e.g. .jpg and .png but not .mov) in reponse to a survey question	H	Yes	File upload question is supported in surveys.	

12	Ability for user to save progress and return to saved position when completing a survey.	**M**	Yes	User can save the survey, in a multi page survey, till the last completed page.	

	VOTING (live event and/or contest style)				
Item	**Requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Support 'contests' where users vote on a preferred solution	**H**	Yes	This City can use multiple tools to meet this requirement. Our Ideas tool and polling tool would both allow for participant voting on perferred solutions.	
2	Allow for ranking, as well as individual favourite	**H**	Yes	This is commonly done through out survey tool or poll tool. This could also be achieved through Balancing Act.	
3	Support 'elimination round' style voting	**M**	Yes	Organizations will often break consultations into phases and hold 'elimination round' voting using our poll or survey tool.	
4	Allow for single/multiple winners	**H**	Yes	Via our survey tool or poll tool.	
5	Allow for comment boxes for user to add content/context to their vote	**M**	Yes	This requirment would be better suited to our ideas tool. Users would be able to vote on a soltuion and also provide a comment	
6	Allow for addition/removal of options during/after a vote	**H**	Yes	Adminstrators can relaunch adjusted or new polls at anytime.	
7	Enable different question types – radio, checkbox, text, ranking	**H**	Yes	Via our survey tool.	
8	Allow for presentation of real time results as poll is running	**H**	Yes	All of our tools and reporting interactions are live.	
9	Allows for unlimited questions	**M**	Yes	There is no limitation of questions or responses on our tools	
10	Allows for participation from different size of audiences including live audience	**M**	Yes	There are no limitations due to the size of audience	
11	Allows presenter to control the display of the question and the answer (live audience)	**H**	Yes	A presentor could quite easily have live reporting results available for display during a presentation. Our quick poll tool can also display results to a live audience.	
12	Allow for participation with SMS	**H**	Partially		Bang the Table is in the final stages of partnering with an SMS messaging solution provider that will be integrated into the EngagementHQ platform

	OPTIONS ANALYSIS & TRADE-OFFS				
	Special note: This technology should support the ability to enable rigorous comparison between various options (scenario, budget, policy etc.)				
Item	**Requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Provide specific information about project options, boundaries and constraints	H	Yes	There are two levels of context (More Info and More Details) that allow users to drill down to get more information. More Info is usually used for a brief text description about a project or item and more details can accommodate pictures, videos, maps, widgets and links to additional info. We can show a wide array of options, boundaries and constraints.	
2	Support prioritization and grouping of items	H	Partially		Balancing Act is simulation-based and allows users to create a package of projects. In many ways, this approach is better than simply voting up or down because it allows users to create a wholistic package. Our analytics visualize aggregate responses. If a firm up/down vote would be needed, our tool would provide data to build the entire funding scenario for resident approval.
3	Show running tally of funds used/available	H	Yes	Balancing Act has a dynamic indicator of spending relative to available funds.	
4	Ability to show current decision trends based on user submissions to date.	H	Yes	This information is available to administators and can be shared however they wish.	
5	Allow user to 'undo' action so they don't have to start over when want to make changes	H	Yes	Balancing Act allows users to try out a variety of different scenarios as they wish. They can also reset to a baseline, if provided.	
6	Show value of items so user can choose item (and quantity)	H	Yes	Balancing Act scenario items show the cost programs and levels of service.	
7	Support user to show how they prefer to have funds allocated (spread amongst different 'categories/options')	H	Yes	User choices are dynamically and visually displayed in colourful charts.	
8	Allow for user to be able to 'trade off' options within a concept (you can build 20 floors: spread over 1, 2, 3, or more building/footprint)	H	Yes	Users can see options compared to other options within a category as well as with the whole.	
9	Allow for 'budgeting' to be through dollars or points	M	Yes	This would require a minor custmization. Currently Balancing Act can display alternative currencies. Changing it to points would be straightforward.	
10	Allow voting on solutions by other users	H	Partially		The Balancing Act budget simulation does not natively do this. It would be possible for users to share results and others could comment/vote. Alternatively you could use the feedback tools provided by EngagementHQ to allow voting on solutions.
11	Allow flagging/liking of elements within the option set presented to user	H	Partially		Currently not supported within the Balancing Act budget feedback tool however the City could use the feedback tools provided by EngagementHQ to allow flagging and liking of option elements.
12	Allow flagging/liking of solutions created by users	H	Partially		As above
13	Describe level of system configuration available to custom design the user interaction (e.g. turn on/off user voting)	H	Yes	Balancing Act is highly configurable allowing admins to fine-tune the way that residents interact with items.	

	QUALITATIVE ANALYSIS				
Item	**Requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Allows for language processing and coding of large open-ended data sets	**H**	Yes	EHQ's Text Analysis tool allows you to tag and organise free-form text, from across all the EHQ tools, so comments from the guestbook, essay question responses in surveys, ideas posted, user stories, forum topic and comment discussions, all having free text, can be searched for and tagged, individually or in bulk.	
2	Capacity to support mixed methods research integrating text, PDF, survey, audio, video, social media and graphical files.	**H**	Yes	EngagementHQ incorporates a suite of analysis and reporting capabilities for each feedback tool used within a consultation project, each of which can be configured and accessed both online or as a PDF, Excel, CSV document including codified data formats.	
3	Capacity for coding, retrieving, analyzing, visualizing and exporting data.	**H**	Yes	Keywords can be filtered, tagged and data can be exported into Microsoft excel reports.	
4	Capacity for comparative, content, sentiment, statistical and text analysis.	**H**	Yes	Keyword search for analysing text is present. The City can also create tag groups of data using our "text analysis". In the future roadmap of the product we have word and phrase clouds and sentiment analyis.	
5	Capacity to analyse multiple languages, most significantly Traditional and Simplified Chinese (text), Mandarin and Cantonese (spoken), Punjabi (written and spoken).	**M**	Yes	The langage of the response does not affect our reporting tools. The City can pull survey data, tag comments, etc.	

	SMS MESSAGING AND COMMUNICATIONS				
Item	**Requirement**	**Priority (H = high; M = medium; L = low)**	**Does Proponent currently fully meet the requirement? (Yes/No/Partially)**	**If Proponent has responded with 'Yes', describe how the requirement will be met.**	**If Proponent has responded with 'No' or 'Partially' to a software functionality requirement, state if & when on the product roadmap the requirement will be met. If not applicable, indicate with 'n/a'.**
1	Ability to send out custom SMS messages to a list of subscribers	H	Partially		Bang the Table is in the final stages of partnering with an SMS messaging solution provider that will be integrated into the EngagementHQ platform. Our solution will meet all of the requirements but we are not able to provide more information at this time. Our estimated tme for delivery will be approximently 3 months.
2	Ability for users to easily subscribe and unsubscribe from the service	H	Partially		Please see above.
3	Ability to receive messages from and reply to individual contacts (two way/live texting)	M	Partially		Please see above.
4	Ability to automate/schedule message timing/delivery	H	Partially		Please see above.
5	Ability to communicate to subsets of contact lists (filter/segment for relevant audience)	H	Partially		Please see above.
6	Support users texting a number and receiving information in response	H	Partially		Please see above.
7	Ability to create customizable message scripts with data parameters	H	Partially		Please see above.
8	Support multiple 'campaigns' to be active at one time (eg. word-A for campaign1, word-B for campaign2)	M	Partially		Please see above.
9	Ability to conduct short surveys over mobile/SMS	M	Partially		Please see above.
10	Ability to track links clicked in broadcast/SMS messages	M	Partially		Please see above.
11	Ability to track clicked links to a specific contact/profile	M	Partially		Please see above.
12	Ability to automate SMS/text conversations to gather additional data (contact info, location info, preferences)	M	Partially		Please see above.
13	Ability to send text messages containing multimedia (images, video, contact card)	M	Partially		Please see above.

These User Stories are intended to enhance Proponents' understanding of the City's Requirements, and to provide additional insight to assist Proponents in preparing Proposal responses.	
Item	**Requirements**
Platform User Experience:	
A	There is an engagement activity being initiated by the Planning department to help detail how a neighbourhood plan should be defined. The Planning team will want to have citizens tell them: responses to a set of questions, show where they would like to see multiple facilities within a specific geographic area, identify which option (of multiple presented) they prefer. The Planning team will use information gathered to then define a proposed solution to present to Council and Community for approval by sharing information on how many people they interacted with, in what ways, what they heard overall, and the final proposed solution.
B	There was an Engineering project that had multiple phases over a few years and is now going to Council to present their final solution proposal. Engineering department needs to share general historic information with the public on: the objective, timeline, outline of activities that were conducted with the public, examples of the types of input shared from the public, results of interactions with the public, summary of level of participation with/from public, evidence of activities in the past that resulted in the proposed solution being taken to Council.
C	A new project by the Parks Board is looking for public input around what the community wants in their new Park. The team is hoping to have the public describe what they want out of the park, identify what types of fixtures they might prefer within the parks, share photos or videos of their favourite park experiences, vote on which park experiences (shared by others) are the most/least interesting.
Internal Staff Experience:	
D	As a member of the Civic Engagement team I need to report on the status of responses to a specific project request for ideas/submissions. I want to provide the project team with information about: how many people viewed the information, answered the survey provided, a summary of the survey results, visual representation of survey statistics in a format that can be exported and used for subsequent reports.
E	As a member of the civic Engagement team, I can launch a new project using the Digital Engagement Platform so that my internal clients can best interact with the public on their specific initiative. A new project launch on the Engagement Platform should enable the project team to interact with a broader audience, over a digital channel, to: provide an overview of the project, define the project timeline, identify where the project is on that timeline, share any related project documentation, enable users to answer specific questions related to the project, develop and share ideas about the project, identify which ideas are most valuable to the public user.
Scenario Options Analysis:	
F	How would the tool help the public weigh and compare the cost, location and sustainabilty of three separate options for a major new infrastructure project(a bridge)?
G	Staff are looking for a tool that would support an online public vote (ranked ballots) to select and award money to several crowd-sourced community projects.
H	Staff are seeking public input on three possible tax increases as part of the annual budget process. Each increase is accompanied with what can be achieved and what must be postponed or un-funded as part of each increase. For instance a 4% increase only allows for the funding of one pool and one childcare update, but cannot support new parks.