![City of Richmond logo] City of Richmond

Report to Committee

To:	General Purposes Committee	**Date:**	February 4, 2022
From:	Grant Fengstad Director, Information Technology	**File:**	
Re:	Award of Contract 7074P to Radical I/O Technology Inc. for MyRichmond Mobile App Development		

Staff Recommendation

1. That contract 7074P – MyRichmond Mobile Application Project estimated at $570,000.00, exclusive of taxes, be awarded to Radical I/O Technology Inc. for mobile application development as part of the City's Digital Strategy implementation; and

2. That the Chief Administrative Officer and the Acting General Manager, Finance and Corporate Services be authorized to execute the contract with Radical I/O Technology Inc.

Grant Fengstad
Director, Information Technology
(604-276-4096)

Att. 1: Request for Proposals 7074P MyRichmond Mobile Application Project

REPORT CONCURRENCE		
ROUTED TO:	**CONCURRENCE**	**CONCURRENCE OF GENERAL MANAGER**
Purchasing Finance Department Recreation Services Corporate Communications Corporate Business Service Solutions Public Works	☑ ☑ ☑ ☑ ☑ ☑	Acting GM, F&CS
SENIOR STAFF REPORT REVIEW	**INITIALS:**	**APPROVED BY CAO**

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Staff Report

Origin

The City continues its advancement to the forefront of technological innovation through the implementation of the Council-endorsed Digital Strategy. This strategy was created through the guidance of the CAO to propel Richmond to be a leading municipality in the use of technology to enable capabilities of service delivery and business processes. A key component of this strategy included a mobile application that fully integrates all systems while ensuring citizens of Richmond have a cohesive, seamless customer experience.

Complementing the MyRichmond web portal that was launched in 2018, the mobile application will offer high quality and seamless mobile experience to our customers when accessing information relating to the City's services using mobile devices. The mobile application will also integrate onboard device capabilities such as biometric authentication, mobile push notification, GPS geolocation, and camera functionality with relevant City services to provide a modern and intuitive user experience.

To develop the mobile app component of the Digital Strategy, the City's Information Technology Department consulted other City departments such as Finance, Corporate Communications and Marketing, Public Works, Recreation and Sport Services and Corporate Business Service Solutions to determine the business and operational requirements subsequently reflected in a Request for Proposals process (RFP 7074P - MyRichmond Mobile Application Project).

The purpose of this report is to present the results of the Request for Proposals process and to seek Council approval to award a contract to Radical I/O Technology Inc.

This report supports Council's Strategic Plan 2018-2022 Strategy #4 An Active and Thriving Richmond:

> *4.2 Ensure infrastructure meets changing community needs, current trends, and best practices.*

This report supports Council's Strategic Plan 2018-2022 Strategy #5 Sound Financial Management:

> *Accountable, transparent, and responsible financial management that supports the needs of the community into the future.*

This report supports Council's Strategic Plan 2018-2022 Strategy #8 An Engaged and Informed Community

> *8.1 Increased opportunities for public engagement.*

> *8.2 Ensure citizens are well-informed with timely, accurate, and easily accessible communication using a variety of methods and tools.*

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Analysis

RFP Process

A Request for Proposals (7074P) was posted to BC Bid on March 25, 2021, and closed on May 6, 2021. Four proposals were received by the closing date from the following proponents:

1. 4Technoze Ltd.
2. Digital Sarthi Software Solution Ltd.
3. Radical I/O Technology Inc.
4. Vog App Developers Inc.

Evaluation Process

The proposals were evaluated by a staff team based on the following criteria identified in the RFP:

- Proponent Qualifications
- Proponent Ability to Perform the Work
- Quality of Proposal
- Value to the City

Table 1 is a summary of the financial proposals received and scores awarded by the evaluation team based on the criteria listed above.

Table 1 – Evaluation Summary

Proponent	4Technoze Ltd.	Digital Sarthi Software Solution Ltd.	Radical I/O Technology Inc.	Vog App Developers Inc.
Development Costs	$431,080.00	$320,391.00	$779,300.00	$466,820.00
Total Licensing and Maintenance Costs (over 10 years)	$756,974.50	$1,581,235.83	$0.00	$471,531.50
Total Cost	$1,188,054.50	$1,901,626,83	$779,300.00*	$938,351.50
Evaluation Score	47.1%	28.9%	75.9%	51.8%

*Initial financial proposal

The evaluation process resulted in Radical I/O being identified as the highest scoring proponent. Despite proposing lower costs for initial development, the proposals received from 4Technoze, Digital Sarthi Software Solution, and Vog App Developers all included ongoing licensing and maintenance fees that will increase the total costs to the City over a 10-year term.

Staff met with Radical I/O as the lead proponent to discuss how the project could further be optimized without compromising the functional requirements identified in the RFP. This resulted in the total cost of the contract being reduced from $779,300 to $570,000 through:

6826250

1. Consolidating the project to have a single public launch of the mobile application instead of two;

2. Reducing the allocated budget for a planned retrospective and change requests exercise by integrating product reviews and demonstration within the development process;

3. Reduction in testing costs by having City staff perform some of the required quality assurance activities;

4. Expanding development timeline to reduce the vendor's headcounts working on the project; and

5. Clarifying and simplifying technical requirements.

The recommended contract award will be a fixed price contract where City staff and Radical I/O will collaborate to fulfill the scope of work described in the RFP over a 6-month timeline. Radical I/O is a local software development company that has worked with the City on past projects such as the MyRichmond Web Portal, Traffic Camera Footage Request System, and MyBusiness component of MyRichmond.

The MyRichmond mobile app is expected to provide value and service to the City for at least ten years. The mobile app extends the capabilities of MyRichmond to a mobile platform and enables key capabilities on mobile devices.

Corporate policies and procedures have been followed in the soliciting and award of this contract.

Financial Impact

This project will be funded from the 2019 Council-approved capital project Digital Strategy Implementation (account 1762-40-000-00000-0000-CITY-CY00044).

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Table 1
Estimated Cost to Complete the Project

Approved Budget	
Capital account 1762-40-000-00000-0000-CITY-CY00044	$900,000.00
Total Approved Budget	**$900,000.00**
Estimated Capital Costs	
Contract 7074P – MyRichmond Mobile Application Project - Account Code: Capital account 1762-40-000-00000-0000-CITY-CY00044	$570,000.00
Contingency	$30,000.00
Total Estimated Project Capital Costs	**$600,000.00**
Funds Remaining	**$300,000.00**

Conclusion

This report presents the summary results for Contract 7074P – MyRichmond Mobile Application Project. Based on staff's review and evaluation, Radical I/O Technology Inc. can best deliver the scope of work described in the RFP. Staff recommends awarding a contract to Radical I/O Technology Inc. for $570,000.00, (exclusive of taxes).

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City of Richmond

Request for Proposals
Finance and Corporate Services Division
Purchasing Section

Request for Proposals 7074P MyRichmond Mobile Application Project

Table of Contents

CNCL - 142

CNCL - 143

1.   **Introduction**

   1.1   The Project

   The City of Richmond (the "**City**") is proposing to engage a service
   provider capable of developing a new version of the City's MyRichmond
   mobile application that will be made available on iOS and Android
   platforms (the "**Project**"), as described in the Contract Documents. The
   end product will be a pair of natively built mobile applications that
   provide Customers with enhanced user functionality to process day-to-day
   transactional services and improve a customer's experience with the City.

   1.2   Objective of this RFP

   The objective of this Request for Proposals (this "**RFP**") is to invite
   qualified Proponents to each submit a competitive proposal (a
   "**Proposal**") for the performance of the Work.

   1.3   Definitions

   Throughout this RFP the following definitions apply:

   a)   "Addendum" has the meaning set out in Section 2.5 of this RFP;

   b)   "Bidding System" means the electronic system used by the City for
         its competitive bids and proposals at the following website
         https://richmond.bidsandtenders.ca/Module/Tenders/en, which is
         required to be used for all submissions from Proponents;

   c)   "City" has the meaning set out in Section 1.1 of this RFP;

   d)   "Claim" has the meaning set out in Section 7.6a) of this RFP;

   e)   "Closing Time" has the meaning set out in Section 2.2 of this RFP;

   f)   "Contract" means the final written contract between the City and a
         Proponent for the performance of the Work, entered into in
         accordance with this RFP, based on the draft Contract Documents;

   g)   "Contract Documents" means the contract documents included as
         Appendix 3 – Draft Contract Documents to this RFP;

   h)   "Contractor" means a Proponent after it has entered into the
         Contract;

   i)   "Evaluation Committee" has the meaning set out in Section 5.1 of
         this RFP;

   j)   "FOIPPA" has the meaning set out in Section 7.11 of this RFP;

k) "Person" means an individual, a corporation, a partnership, a joint venture, a sole proprietorship, a trust, a society, or a governmental organization;

l) "Project" has the meaning set out in Section 1.1 of this RFP;

m) "Proponent" has the meaning set out in Section 1.4 of this RFP;

n) "Proposal" has the meaning set out in Section 1.2 of this RFP;

o) "Proposal Price" means the price(s) set out in the Proposal submitted through the Bidding System, applied in accordance with the terms of the Contract, which represent the entire cost to the City for the complete performance of the Work;

p) "Q&As" has the meaning set out in Section 2.3b) of this RFP;

q) "Reference Information" has the meaning set out in Section 2.6 of this RFP;

r) "RFP" has the meaning set out in Section 1.2 of this RFP;

s) "System Time" means the time on the Bidding System's web clock; and

t) "Work" means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Contractor to complete and perform the work set out in Appendix 4 attached hereto, and its obligations set out in the Contract, all in accordance with the terms and conditions of the Contract.

1.4 Eligible Proponents

Any interested Person (each, a "**Proponent**") may submit a Proposal in response to this RFP.

1.5 Bidding System Registration

In order to participate in this RFP opportunity, a Proponent must have a Bidding System "vendor account" and be registered as a "plan taker" for this RFP opportunity, which will enable the Proponent to download this RFP, to receive Addenda email notifications and download Addenda, to download all documents without the watermark "preview" on them, and to submit a Proposal through the Bidding System.

To obtain documents online please visit http://Richmond.bidsandProposals.ca. You can preview the RFP documents with a preview watermark prior to registering for the

opportunity to participate in this RFP. Documents are not provided in any other manner.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP from a third party, the onus is on the Proponent to create a Bidding System "vendor account" and be registered as a "plan taker" for this RFP opportunity at http://Richmond.bidsandProposals.ca.

1.6   Bidding System Account Contact Names

Proponents are strongly urged when creating or updating a Bidding System "vendor account" to invite additional contacts to the vendor profile. This will permit invited contacts, after they use the invitation to create a login, to manage (register, submit, edit and withdraw) Proposals, in accordance with the terms and conditions of this RFP, which the Proponent is a registered "plan taker" for. In the event of vacations or illness, these additional contacts may act on the Proponent's behalf, have the authority to receive Addendum notifications through the Bidding System, submit Proposals electronically through the Bidding System, withdraw and/or edit Proposals, and/or acknowledge Addenda.

2.   Submission Instructions and Requirements

2.1   Submission of Proposals

Proposals should be delivered to the City by electronic submission through the Bidding System. The City will not accept hardcopy submission, or electronic submission through email, faxes or any other means other than through the Bidding System.

Proposals should be submitted in accordance with the Bidding System submission requirements and instructions for this RFP opportunity, which can be reviewed at http://Richmond.bidsandtenders.ca, and any instructions or requirements set out in Appendix 1 attached hereto.

The City recommends that Proponents take advantage of the Bidding System feature to preview uploaded documents prior to submission. By doing so, a Proponent may avoid an error that could occur by the Proponent uploading an incorrect or unreadable file, which could render their submission non-compliant.

2.2   Closing Time

An electronic submission of a Proposal must be received through the Bidding System by **Thursday April 29, 2021 by no later than 12:00PM** (the "**Closing Time**"). Proposals received after the Closing Time are not permitted by the Bidding System and will not be considered. The

definitive time for the purpose of this section, as well as any amendments or withdrawals of a Proposal, will be the System Time.

It is the sole responsibility of each Proponent to ensure that its Proposal is delivered by the Closing Time. The Bidding System will send a confirmation email to the Proponent advising that their Proposal was submitted successfully. If a confirmation email is not received or if a Proponent encounters any problems with the Bidding System, they should contact bids&tenders support using the contact information listed below, at least twenty-four (24) hours prior to the Closing Time:

support@bidsandtenders.ca

2.3   Enquiries and Responses

Enquires related to this RFP must be submitted through the Bidding System by clicking on the "Submit a Question" button for this specific RFP opportunity. Information obtained from any other source is not binding on the City and should not be relied upon as part of the RFP process. An enquiry deadline may be identified for this RFP and will be posted on the Bidding System.

The following will apply to any enquiry:

a)   the City reserves the right to decline to provide a response to an enquiry, considering fairness to all Proponents and the integrity of this competitive procurement process;

b)   subject to Section 2.3d) any reply from the City to an enquiry will be in the form of either:

1. an email to the designated contact person for each Proponent as a question and answer as part of a question and answer series for this RFP ("**Q&As**"); or

2. an Addendum posted on the Bidding System, together with an email notification to the designated contact person for each Proponent; and

c)   subject to Section 2.3a) of this RFP, any enquiry and its response may, in the City's sole and absolute discretion, be distributed to all Proponents; and

d)   notwithstanding Section 2.3b), the City reserves the right, at its sole and absolute discretion, to send a reply to an enquiry only to the Proponent who submitted the enquiry.

Proponents are encouraged to submit enquiries at an early date, and in any event prior to the date and time provided in the Bidding System for this specific RFP opportunity, so as to permit time for consideration by the

CNCL - 147

City.   Notwithstanding the foregoing, the City reserves the right to respond to enquiries submitted after the date and time shown in the Bidding System for this specific RFP opportunity.

2.4   Electronic Transmission

The City does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Proponent:

a)   for ensuring that the Bidding System is in good working order, or able to receive transmissions, such that a Proponent's electronic Proposal submission cannot be received;

b)   for errors, problems or technical difficulties with respect to a Proponent's electronic transmission, including the transmission of an electronic copy of its Proposal;

c)   that a Proponent's electronic transmission, including the transmission of an electronic copy of its Proposal, is received by the Bidding System in its entirety or within any time limit specified by this RFP.

Proponents are cautioned that the timing of their Proposal submission is based on when the Proposal is received by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.   For the above reasons, it is recommended that sufficient time be given to complete a Proposal submission and to resolve any issues that may arise.

2.5   Addenda

a)   The City may, in its sole and absolute discretion, amend this RFP at any time up to the Closing Time by issuing a written addendum (an "**Addendum**"). The City will post all Addenda on the Bidding System.   Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries as part of Q&As pursuant to Section 2.3 of this RFP, will be included in or in any way amend this RFP.

b)   Proponents shall acknowledge receipt of any Addenda through the Bidding System by checking a box for each Addenda and any applicable attachment.

c)   It is the sole responsibility of each Proponent to ensure that it has received all issued Addenda before submitting a Proposal. Proponents   should   check   online   at https://Richmond.bidsandtenders.ca prior to submitting their

Proposal and up until Closing Time in the event additional Addenda are issued.

d) If a Proponent submits their Proposal prior to the Closing Time and an Addenda have been issued, the Bidding System shall withdraw the Proposal submission and the Proposal status will change to an incomplete status. The Proponent can view this status change in the "my bids" section of the Bidding System. The Proponent is solely responsible to:

   i)   make any required adjustments to their Proposal; and

   ii) acknowledge the Addenda; and

   iii) ensure the re-submitted Proposal is received by the Bidding System no later than the Closing Time.

2.6 Reference Information Including Q&As

Any:

a) information included in Q&As issued by the City under Section 2.3b) of this RFP; and

b) information made available to Proponents prior to the Closing Time by the City or representatives of the City (such as, for illustration purposes only, site information, geotechnical or subsurface reports or record drawings), which is not expressly included in the draft Contract Documents

(collectively, "Reference Information"),

is provided for information only. Such information is made available only for the reference and assistance of Proponents who must make their own judgment about its reliability, accuracy, completeness and relevance to the Contract, and nothing will be interpreted as meaning that the City or any representative of the City gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant.

It is the sole responsibility of each Proponent to ensure that it has received all Reference Information before submitting a Proposal.

2.7 Revisions and Withdrawal Prior to Closing Time

Proponents may edit or withdraw their submitted Proposal prior to the Closing Time, but not after. The Proponent is solely responsible to ensure that any edited Proposal is re-submitted and is received by the Bidding System by the Closing Time.

CNCL - 149

2.8   Not used.

2.9   Not used.

2.10   Interpretation of Contract Documents

Proponents finding any contradictions or inconsistencies in this RFT, the Bidding System, or in the Contract Documents or its provisions, or having doubts as to the meaning or intent of any provisions, should immediately notify the City through the Bidding System, if prior to the Closing Time, by clicking on the "Submit a Question" button for this specific bidding opportunity, or by email to the City, if after the Closing Time, to purchasing@richmond.ca.   If the City considers it necessary, the City may issue written Addenda to provide clarification(s) of the RFT, the Bidding System, or the Contract Documents in accordance with Section 2.5.   No oral interpretation or representation from the City or any representative of the City will affect, alter or amend any provision of the RFP, the Bidding System or Contract Documents.

2.11   Proposed Amendments to Commercial Terms

The draft Contract Documents describe the proposed commercial terms for the Contract, including payment and invoicing terms. If a Proponent includes a proposed amendment to the commercial terms with its Proposal, then the Proponent should also include in its Proposal the rationale and the benefit to the City (such as the amount of cost-savings), if any, for the proposed amendment.   By submitting a Proposal, a Proponent will be deemed to have fully accepted all the commercial terms for the Contract as described by the draft Contract Documents, except as may be expressly described otherwise in the Proposal.

2.12   Alternatives

The draft Contract Documents may include specifications for the performance of the Work and may include drawings for the design of the Work, if applicable. A Proponent may submit a Proposal based on such specifications and design or may, in addition to, or in substitution for any element of the specifications or design or both as described in the draft Contract Documents, propose specification or design alterations, modifications or amendments. A Proponent should clearly identify in its Proposal any proposed specification or design alteration, modification or amendment, including the rationale and the benefit to the City (such as the amount of cost-savings or superior performance), if any, for each alteration, modification or amendment. By submitting a Proposal, a Proponent will be deemed to have fully accepted and to have agreed to fully comply with the specifications and design as described in the draft Contract Documents, except as may be expressly described otherwise in the Proposal.

CNCL - 150

2.13   Not used.

3.   **Information Meeting and Site Conditions**

3.1   Information Meeting

Not used.

3.2   Site Conditions

Proponents, either personally or through a representative, have the responsibility to be knowledgeable of the site where the Work will be performed before submitting a Proposal and to be familiar with, and make allowance for, all factors relating to the site that might affect the performance of the Work, including the location of the site, local conditions related to the Work, geotechnical and subsurface conditions, site drainage, site access, local weather, availability of labour, equipment and materials and any other relevant matters. By submitting a Proposal, a Proponent will be deemed to have undertaken any required inspection and to have taken account of all such factors in the preparation of its Proposal. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the site or factors as described in this Section 3.2 which were reasonably foreseeable by a contractor qualified to undertake the Work that was knowledgeable of, and had inspected, the site and considered the factors listed in this Section 3.2.

4.   **Proposal Price**

4.1   Not used.

4.2   Not used.

5.   **Evaluation of Proposals**

5.1   Evaluation Committee

The evaluation of Proposals will be carried out by a committee appointed by the City (the "**Evaluation Committee**"). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors of the City, whether internal or external, or employees of the City.

5.2   Evaluation Criteria

The Evaluation Committee will compare and evaluate the Proposals to identify the Proposal which the Evaluation Committee judges to be the most advantageous to the City. The Evaluation Committee will determine which Proposal is the most advantageous to the City with reference to the

criteria and weightings described in Appendix 2 – Evaluation Criteria and Weightings to this RFP.

It is anticipated that the Proponent that is evaluated to have the highest weighting and/or be the most advantageous to the City having regard to the considerations described in Appendix 2 – Evaluation Criteria and Weightings to this RFP will be selected, but the City reserves the right for the Evaluation Committee to decline to recommend any Proponent which the Evaluation Committee, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to the City as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

5.3   Evaluation Process

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

a)   conduct reference checks, background investigations, financial due diligence and litigation searches of the Proponent, inclusive of the Proponent's directors/officers and key individuals, and any subcontractors proposed in the Proposal, with internal and/or external sources (including, for certainty, other employees of the City or consultants and advisors of the City), and consider and rely on any relevant information received from the references and from any such investigations in the evaluation of Proposals;

b)   seek clarification or additional information (including missing submittals or amendments) from any, some, or all Proponents with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of Proposals;

c)   request interviews/presentations with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Proposals;

d)   request samples or demonstrations from any, some, or all Proponents, and consider and rely on any relevant information received from the samples and demonstrations in the evaluation of Proposals; and

e)   request an onsite visit or investigation of any proposed facilities or locations determined to be a part of the Work.

5.4   Detailed Evaluations

In conducting an evaluation:

a)   the Evaluation Committee will not be required to complete a detailed evaluation of all Proposals and may, after completing a preliminary review of all Proposals, identify and drop from any detailed evaluation any Proposal which the Evaluation Committee judges to not be in contention to be selected when compared to the other Proposals;

b)   the Evaluation Committee may, but is not obligated to, review or take into consideration, any information contained in URL links or websites referred to in a Proposal;

c)   notwithstanding Section 2.11 of this RFP, the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed amendments that do not offer sufficient benefits or will result in prejudice to the City; and

d)   notwithstanding Section 2.12 of this RFP, the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed specification or design alterations, modifications or amendments that do not offer sufficient benefits or will result in prejudice to the City.

5.5   Reservation of Rights

Notwithstanding any other provision in this RFP, any practice or custom in the industry, or procedures and guidelines recommended for use on publicly funded projects, the City reserves the unfettered right, in its sole and absolute discretion, to:

a)   at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the Work as described in this RFP in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of Work, upon the same or different terms and conditions;

b)   review, or take into consideration, any information contained in URL links or websites referred to in a Proposal, but is not obligated to do so;

c)   waive non-material informalities, irregularities or other deficiencies in any substantially compliant Proposals, and accept

CNCL - 153

Proposals which do not conform strictly to the requirements of this RFP;

d)   evaluate a Proposal that includes one (1) or more proposed amendments to the commercial terms for the Contract as permitted by Section 2.11 of the RFP by applying the evaluation criteria as set out in Section 5.2 of this RFP to identify the proposed amendment to the commercial terms that the City determines is most advantageous to itself, and select that Proposal based on the identified proposed amendment to the commercial terms together with the corresponding adjustment, if any, to the Proposal Price;

e)   evaluate a Proposal that includes one (1) or more alteration, modification or amendment to the specifications or design or both as permitted by Section 2.12 of this RFP (whether such alteration, modification or amendment is in addition to, or in substitution for any element of the specifications or design or both) by applying the evaluation criteria as set out in Section 5.2 of this RFP to identify the alteration, modification or amendment that the City determines is most advantageous to itself, and select that Proposal based on the identified alteration(s), modification(s) or amendment(s) together with the corresponding adjustment, if any, to the Proposal Price;

f)   accept all or part of any Proposal which, applying the evaluation criteria as set out in Section 5.2 of the RFP, the City determines is most advantageous to itself, and, without limitation, select a Proposal which does not have the lowest Proposal Price;

g)   accept any one (1) or more of the Proposals;

h)   award separate Contracts for portions of the Work, including with respect to one (1) or more payment items, to one (1) or more Proponents (and for certainty the City reserves the right to self-perform any or all of the Work);

i)   if only one (1) Proposal is received, reject that Proposal and terminate the process under this RFP, and proceed with the Work as described in this RFP in some other manner, including entering into negotiations with that Proponent with respect to any matter, including price;

j)   if (i) no Proposals were submitted or no suppliers requested participation, (ii) no Proposals that conform to the essential requirements of this RFP were submitted, (iii) no suppliers satisfied the conditions for participation, or (iv) the submitted Proposals were collusive, terminate the process under this RFP, and proceed with the Work as described in this RFP in some other

CNCL - 154

manner, including entering into negotiations with any Proponent with respect to any matter, including price;

k) not accept a Proposal from any Person if such Person, or any officer or director of a Person that is a corporation, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the City in relation to any contract with, or works or services provided to, the City or a corporation wholly-owned by the City; and

l) exclude a Proposal from a Person, if there is supporting evidence of:

a) bankruptcy or insolvency of such Person (or any officer or director of a Person that is a corporation);

b) false declarations made by such Person (or any officer or director of a Person that is a corporation);

c) significant or persistent deficiencies in performance of any substantive requirement or obligation by such Person (or any officer or director of a Person that is a corporation) under a prior contract or contracts;

d) final judgements against such Person (or any officer or director of a Person that is a corporation) in respect of serious crimes or other serious offences;

e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of such Person (or any officer or director of a Person that is a corporation); or

f) failure of such Person (or any officer or director of a Person that is a corporation) to pay taxes.

5.6   Recommendation of Evaluation Committee

The Evaluation Committee may recommend a Proponent to be selected by the City.

5.7   All Proposals Over Budget

Subject to any express provision of this RFP, if the Proposal Prices for all Proposals exceed the amount that the City has budgeted for the Work, then the City may, at its election and in its sole and absolute discretion, do one or more of the following:

a)   seek approval for an increase in the budget;

CNCL - 155

b)   terminate the process under this RFP;

c)   terminate the process under this RFP and enter into negotiations with any one (1) or more of the Proponents for the purpose of identifying scope or other amendments to the Contract to achieve the budget (or approved increased budget), and then enter into a contract with the City's selected contractor; and/or

d)   exercise any other rights it has under this RFP.

6.   Negotiation and Contract Award Stage

6.1   Notice to Selected Proponent

If the City selects a Proponent, then the City may issue a written notice to such Proponent, through the Bidding System, stating that it is the selected Proponent.

6.2   Negotiation of Contract and Award

The City may enter into negotiations with the Proponent whose Proposal is selected by the City, and such Proponent will use good faith commercial efforts to negotiate and enter into a Contract with the City. During negotiations the City may:

a)   negotiate any aspect of such Proponent's Proposal, including without limitation with respect to:

    1. the scope of Work;

    2. such Proponent's Proposal Price; and

    3. such Proponent's proposed team,

    without having any duty or obligation to advise any other Proponents or to allow such other Proponents to vary their Proposal Price, and the City shall have no liability to any other Proponent as a result of such negotiations;

b)   negotiate the incorporation of such Proponent's suggested amendments to the Contract as may be included in its Proposal;

c)   negotiate terms and conditions different than those contained in the draft Contract Documents, the Proposal or both; and

d)   if the City reasonably forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time with such Proponent, give such Proponent written notice to terminate discussions, in which event the City may then either open

discussions with another Proponent or terminate this RFP in whole or in part and obtain the Work in some other manner, or not at all.

As a condition of awarding a Contract, the City may require a Proponent to first provide the following:

e)   a site safety plan;

f)   confirmation satisfactory to the City that the Proponent existing WorkSafeBC coverage;

g)   confirmation satisfactory to the City that the Proponent carries the insurance required to be maintained by the Contractor under the draft Contract Documents; and

h)   a copy of the Proponent's valid City business licence, if the Proponent's head office is located within the City's municipal boundaries, or if the Work is required to be performed within the City's municipal boundaries.

6.3   Not used.

6.4   Approval Required for Award

Notwithstanding any other provision of this RFP, the award of any Contract under this RFP will require:

a)   the approval of funds in respect of such Contract; and

b)   the approval of a representative of the City having authority to award such Contract.

6.5   Notification of Results of RFP

After entering into the Contract with a Proponent, the City will notify unsuccessful Proponents that the Contract has been concluded by email and/or by posting a notice of contract award on the Bidding System and on the   BC   Bid   website https://www.bcbid.gov.bc.ca/open.dll/welcome?language=En.   Upon written request from an unsuccessful Proponent, the City will send a written notice of contract award to the applicable Proponent's representative.

6.6   Debriefing

After entering into the Contract with a Proponent, the City will conduct a debriefing, upon request by email to purchasing@richmond.ca, of an unsuccessful Proponent to discuss the reasons why the City did not select

CNCL - 157

such Proponent's Proposal, but the City will not disclose or discuss any confidential information of any other Proponent.

7.   Miscellaneous Conditions

7.1   RFP Not an Offer or Agreement

This RFP is not an agreement to purchase goods or services, and is in no way whatsoever an offer to enter into an agreement or the Contract. This RFP is not a tender.

7.2   No Obligation

This RFP does not commit the City in any way to proceed to any further stages of a competitive procurement process for the Work, including to select a Proponent, to negotiate with a Proponent or to award the Contract. The City reserves the complete right to, at any time, reject all Proposals and to terminate the competitive procurement process for the Work and proceed with the Work or the Contract or both in some other manner.

7.3   Proprietary or Confidential Documents

The City may elect to restrict access to certain information provided by the City and its representatives pursuant to this RFP which is proprietary or confidential by not posting such information on the Bidding System and making such information available in some other manner.

Without limiting the foregoing, and notwithstanding any other term of this RFP, the City may require each Proponent to, as a condition of participating in the RFP process and submitting a Proposal under this RFP, enter into a Non-Disclosure Agreement in a form provided by the City.

7.4   No Representation or Warranty by the City

Each Proponent will investigate and satisfy itself of every condition that affects the preparation of its Proposal. Each Proponent acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the City, the Contact Person or any advisor to the City, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 7.4. The City accepts no responsibility for any Proponent lacking any information.

7.5   Cost of Preparing a Proposal or Participating in the RFP Process

Any and all costs associated with the preparation and submission of the Proposal or participating in any way in this RFP process, including any

costs incurred by the Proponent after the Closing Time (including with respect to any costs incurred by the Proponent to provide interviews/presentations pursuant to Section 5.3c) of this RFP or participate in negotiations with the City pursuant to Section 6.2 of the RFP) will be borne solely by the Proponent.

7.6   No Claims

Each Proponent, by submitting a Proposal, irrevocably:

a)   agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding (including judicial review or injunction application), whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the City or any of its employees, directors, officers, advisors or representatives, or any one (1) of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Proponent in preparing its Proposal for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP); and

b)   waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Work between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal, otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP, or acts or is alleged to have acted unfairly at any stage of this RRP process.

7.7   Ownership of Proposals

Upon delivery to the City, all Proposals (and all their contents) become the property of the City and will not be returned to the Proponents except as the City, in its sole and absolute discretion, may determine.

7.8   No Collusion or Solicitation

By submitting a Proposal, the Proponent, for and on behalf of the Proponent and the Proponent's team, represents and confirms to the City that the Proponent has prepared its Proposal without any connection,

knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Proposal.

Each Proponent may not make any representations, solicitations or other communications to any elected or appointed official, director, officer or employee of the City or to a member of the Evaluation Committee with respect to its Proposal, either before or after submission of its Proposal, except as expressly provided in this RFP. If any representative of a Proponent communicates improperly contrary to this paragraph, then the City may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

7.9   No Lobbying

Proponents will not engage in any form of political or other lobbying whatsoever with respect to the Work, or otherwise attempt to influence the outcome of this RFP process other than by submitting a Proposal. In the event of any such activity, the City, in its sole and absolute discretion, may at any time, but is not required to, reject any Proposal by that Proponent without further consideration, and either terminate that Proponent's right to continue participating in this RFP process, or impose such conditions on that Proponent's continued participation in this RFP process, as the City, in its sole discretion, may consider in the public interest or otherwise appropriate.

7.10   Relationship Disclosure

Without limiting any other term of this RFP, the City may in its sole discretion disqualify any Proponent if, in the City's opinion, the Proponent, or a member of the Proponent's team, has an actual conflict of interest or unfair advantage or has a relationship or matter that has the potential for a conflict of interest to occur.

Proponents will promptly disclose in writing to the Contact Person any potential conflict of interest and existing business relationships they may have with the City, any employees, officers and elected officials of the City or others providing advice or services to the City with respect to the Work, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Proponent will advise the Contact Person how the Proponent proposes to mitigate, minimize or eliminate the situation.

7.11   FOIPPA

Notwithstanding any term of this RFP to the contrary, Proponents should note that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FOIPPA**"), which imposes

significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

Each Proponent is responsible for compliance with laws applicable to the collection, use and disclosure of personal information, including FOIPPA. If a Proponent includes personal information (including resumes) in a Proposal, then by submitting a Proposal a Proponent will be deemed to represent to the City that the Proponent has obtained written consent from the applicable individual(s), including the consent to the indirect collection of personal information by the City, and that the personal information may be forwarded to the City for the purposes of responding to this RFP and may be used by the City for the purposes set out in this RFP. The City reserves the right to require proof of such consent and to reject a Proposal if such consent is not provided as required by applicable law.

Appendix 1 – Submission Instructions and Requirements

Please refer to Bids and Tenders.

Appendix 2 – Evaluation Criteria and Weightings

1. EVALUATION CRITERIA

Evaluation Criteria	Evaluation Weighting

1.1 The Proponent's demonstrated expertise, skills and experience, including consideration of:
 	
• The Proponent's background, experience, past Project work and references that are relevant and similar to the Work set out in this RFP, including consideration of:
 	
    o experience using leading edge integration technologies;
 	
    o experience implementing modern technologies;
 	
• the Project team set up – showing clear lines of accountability, roles, responsibilities and escalation points, including consideration of:
 	
    o the expertise, qualifications and capacity of the project team and personnel proposed by the Proponent to perform the Work;
	15%

1.2 The Proponent's demonstrated strength and ability to perform the Work, and meet or exceed City requirements, including consideration of: • the Proponent's demonstrated ability to support the Project through their proposed: o methodology, work plan, design and development approach including their proposed schedule in alignment with the City's Project objectives, desired outcomes and vision for the Work and in accordance with the Project Phases as set out in the draft Contract Documents; • preference may be given to innovative approaches that go above and beyond services identified in this RFP;	20%
1.3 Technical requirements including consideration of, but not limited to, the following: • demonstrated compatibility with the City's existing IT architecture and infrastructure; • the degree to which the services (application) fulfils the technical specifications and requirements set out in the Draft Contract	35%

Documents,
 	
• the stability, robustness and services performance quality and functionality, including consideration of:
 	
  ○ current as well as future technical capabilities and flexibility of the application;
 	
  ○ alignment with the City's IT digital strategy;
 	
• The Proponent's proposed technical support services, including consideration of:
 	
  ○ quality of the Proponent's proposed Service Level Agreement;
 	
  ○ the quality and variety of the proposed technical support and maintenance services as well as training services;
 	
  ○ the Proponent's proposed technical warranty;	

1.4 Cost to the City to perform the Work, including consideration of: • total cost implications; • the Proponent's financial proposal, including a clear breakdown of costs across project phases with an emphasis on; ○ reasonable and appropriate allocation of the design, development, testing and implementation fees for the scale and complexity of the project; • continued licensing, support and maintenance cost for the Application beyond go-live; • value added services;	30%
TOTAL	100%

Appendix 3 – Draft Contract Documents

The successful Proponent(s) will be required to enter into an Agreement with the City in order to be eligible to deliver the services set out in this RFP. Upon successful completion of negotiations, if any, the final Contract shall be comprised of the following:

- The Proponent's Response to Appendix 1 – Submission Instructions and Requirements
- Appendix 4 – Scope of Work
- Appendix 5 – Glossary of Additional IT Terms Definitions
- Appendix 6 – City of Richmond IT Agreement
- Purchase Order

6563694

Appendix 4 – Scope of Work

1.0 Background

1.1 The City's web presence at richmond.ca is an informational site about City services, resources, events, news, and other information that are of interest to residents.

1.2 The City's first published the RichmondBC mobile app in 2014, available for iOS and Android devices. The app is built on the Cordova platform as a hybrid app. It provides information on the City's recreation programs/events/facilities and Bluetooth-enabled interactive tour at selected City sites. The second version is published in 2017. The iOS version is rewritten in Swift, while the Android version stayed on Cordova. The app allows login to personal accounts (see next item on Customer Profile Service) to bring up digital Recreation Access card, previously registered programs, and garbage collection schedule.

1.3 The City is introduced a Customer Profile Service named MyRichmond Account based on ForgeRock Identity Access Management ("IAM") platform that to centralize identity management and provides a unified interface for authentication and access to customer data. The platform supports standard federation technologies such as OAuth2 and SAML to allow a single identity to be propagated to participating applications.

1.4 The MyRichmond web portal went live in 2018 to further unify City online services under a single interface and a single user account: Tax, Utilities, Recreation, Service Requests, are brought onto the MyRichmond portal. The portal is built on a Microservices architecture. With a React.js front-end, and Node.js backed REST API layer orchestrating integration to back-end business applications. It is powered by an on-premise Kubernetes cluster.

1.5 The City is planning on converging and enhancing the RichmondBC mobile app and MyRichmond under a single MyRichmond brand. Converting the RichmondBC mobile app from an informational app to a transactional one offering similar services to the MyRichmond web portal. Additionally, new mobile-only capabilities will be introduced to improve functionality and user experience.

2.0 Work Scope

2.1 The Contractor is responsible for executing the services remotely and/or in-person, in accordance with the City's safety protocol effective at the time of contract performance.

2.2 The Contractor is required to report to designated City staff assigned to this Project and is responsible for reporting on all project data including project and

task status, schedule as well as all relevant costs associated to the Work regularly and in accordance with the City's project management standards and tools as set out below:

2.2.1 Task/activity progress tracking and completion in JIRA or an equivalent mutually agreed upon tool;

2.2.2 Project timeline in MS Project;

2.2.3 Time entry and tasks/activities reporting to be submitted bi-weekly to the City's Project Manager, to be approved in accordance with the acceptance criteria as outlined in section 7.0.

2.3 The Contractor is required to participate in the creation, update, and documentation of the architecture for the mobile application including its integration into the City's system landscape within the City's Enterprise Architecture framework and its existing architecture, governance, principles, and guidelines.

2.4 The Contractor is responsible for creating the technical design of the mobile app; and is required to participate in the technical design of the integration between the app and related City API Middleware, IAM platform, business applications and systems.

2.5 The Contractor is required to deliver the following general services, activities and tasks:

2.5.1 Design the user experience and user interface to maximize user-friendliness of the app;

2.5.2 Perform the configuration and installation of the app, its integration, tools, and environments;

2.5.3 Implement APIs, orchestrations, batch jobs, connectors, adapters, and other integration artifacts to allow integration with related City systems and applications;

2.5.4 Setup and configure Firebase as part of enabling Mobile Push Notification feature;

2.5.5 Configure and integrate the mobile app (using ForgeRock SDK) and City IAM to use OAuth2, OIDC, or SAML2;

2.5.6 Create the automated build of the mobile app and newly developed APIs that conforms to City standards set out herein this scope of work and/or as directed by designated City staff assigned to the Project;

6563694

2.5.7 Configure eXact Hosted Checkout to allow the mobile app to process payments;

2.5.8 Planning, designing, unit test, system test, integration test of deliverables;

2.5.9 Supporting System Integration Testing (SIT) and User Acceptance Testing (UAT) and address any product deficiencies throughout the testing period;

2.5.10 Support IT Security audit reviews and perform mitigations on identified vulnerability. The activities include but not limited to: vulnerability scanning, hardening, and attestation.

2.6 The Contractor is required to document the relevant APIs using OpenAPI specification.

2.7 The Contractor is responsible for the knowledge transfer of all product documentation, materials, guides, manuals, custom configurations and backend setups and workflows including thorough user training and support on all development process steps as well as user functionality and administration. The Contractor is required to support the City in deploying, administering and managing all aspects of the mobile app.

2.8 The Contractor is responsible for developing a go-live plan and transition, including a breakdown of all required system go-live activities. The Contractor will be responsible for post go-live monitoring, trouble-shooting, and issue resolution.

2.9 The Contractor is responsible for the sequential execution and management of all tasks and activities, including all Deliverables within each Phase of the Project. The Project is divided into four (4) phases, each including their individual objectives and deliverables which the City will approve before the Contractor can proceed into the next phase.

2.10 Phase 1 – Discovery

2.11 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 1 and in accordance with the Project schedule:

2.11.1 Develop a set of applicable use cases to plan-out design, test enhancements and remove risks' associated to the mobile transactional functionalities.

6563694

2.11.2 Integrate with Chase E-Xact Hosted Checkout payment solution by displaying a payment page and test through the completion of a transaction.

2.11.3 Integrate with ForgeRock 6.5 Identity and Access Management (IAM) solution and its SDK to enable customer login to the mobile app using their MyRichmond account.

2.11.4 Establish mobile Single Sign-On (SSO) to Tempest.NET, Oracle Service Cloud, Amanda Citizen Portal, and PerfectMind websites.

2.11.5 Mobile User Interface, User Experience (UI/UX) and branding discovery. Develop a reference storyboard and style guide that can be consumed in Phase 2.

2.11.6 Establish a mobile development workspaces using selected Integrated Development Environment (IDE) and source control repository in preparation for Phase 2.

2.11.7 Develop appropriate usage guide and technical solution design documents to setup development workspace, integrating with E-Xact hosted payment solution, and mobile SSO with designated systems.

2.12 Phase 2 - Development

2.13 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 2 and in accordance with the Project schedule:

2.13.1 Participate in and support the End-to-End (E2E) technical architecture review while providing developer input;

2.13.2 The mobile application must consume existing City REST APIs to provide features required by the app. If there are no existing City APIs which would fulfill the needs of the feature, then the developer must develop new City APIs for consumption by the mobile app. New City APIs must have the capability to integrate through REST API, Web services (SOAP), or direct database connection with line-of-business applications to expose functions and render information. New REST APIs must be developed according to the City of Richmond REST API development guidelines (which will be provided to the Contractor upon singing a Non-Disclosure Agreement). Some use cases for such integration includes but not limited to:

6563694

a) MyRichmond account login and integrating with FaceID/TouchID in iOS version of the mobile app and fingerprint authentication on Android;

b) Register new MyRichmond account and perform account maintenance functions such as password reset and editing account personal information, communication subscriptions;

- The app should deep link to the City's existing sign up web pages, reset password web pages.
- The app should use the City's existing API Middleware for editing account personal information and communication subscriptions.

c) Logout of MyRichmond account;

d) Mobile push notifications and allowing customer to subscribe to specific types of City programs. Mobile push notifications are personalized to the current account login on the app.
- The City will provide the actual notification data and interface with APNS and Firebase. The developer is responsible for consuming the notifications and consuming City APIs to register a device during app startup, teardown, and login/logout events.

e) Viewing the user's (and his/her family's) registered recreation programs and activities by integrating with the Recreations Program application.
- The app should use the City's existing API Middleware to retrieve user recreation data

f) Retrieve a set of registered activities using geolocation and allow customer to check-in using mobile app and generates a digital chit. Integrate with Game Centre in iOS version to unlock achievements, update leader board.
- The app should use the City's existing API Middleware to retrieve user recreation data
- The City does not currently have Game Centre integration

g) Creating a Digital Recreation Membership Pass that can be used instead of a physical plastic membership card to access memberships purchased at City recreation facilities. The iOS version of the app will optionally allow the digital pass to be placed in Apple Wallet. The Android version of the app will optionally allow the digital pass to be placed in Google Pay.

- The app should use the City's existing API Middleware to retrieve user Digital Pass data

h)   Navigate to the City's Web-based Program & Recreation Booking Management System (PRBMS) on the phone's browser (Safari/Chrome) while extending the mobile app authenticated session to the web-based PRBMS (feasibility is part of Discovery Phase)

i)   Displaying the recycling/garbage collection calendar for the zone associated with the account's home address by calling the Recycling provider's REST API;
- The app should use the City's existing API Middleware to retrieve collection schedule by home address

j)   Display the City's CRM application case history and status for requests escalated by the client;
- The app should use the City's existing API Middleware to retrieve user case history and status

k)   Create a new CRM request and updates, integrates with device camera and photo library to upload relevant images;
- New API Middleware should be developed for creating CRM requests by integrating with the City's CRM application API
- The Contractor may enhance and create API Middleware to update CRM requests and to upload images to the CRM

l)   Allow client to purchase CCTV footages. Client may choose to search for nearby traffic cameras using geolocation;
- The app should use the City's existing API Middleware to retrieve list of available CCTV cameras across the City and allow client to submit request for footages.
- The City has existing integration to eXact hosted checkout and the Contractor should use results from Phase 1 of the project to enhance/extend the integration for use with the app

m)   View and manage linked properties for property taxes and utility billings: account information, current bill details, payment history and property assessment;
- The app should use the City's existing API Middleware to retrieve property taxes and utility data
- The app should navigate to the City's Web-based Taxes and Utility Shopping cart and then to eXact Hosted

Checkout payment processing without exiting the app experience.

n) Make a payment for property tax or utility bill using eXact Hosted Checkout payment solution;
  - The City has existing integration to eXact hosted checkout and the Contractor should use results from Phase 1 of the project to enhance/extend the integration for use with the app

o) View and manage linked dog licenses and information;
  - The app should use the City's existing API Middleware to retrieve dog license information
  - The app should navigate to the City's Dog license Shopping cart and then to eXact Hosted Checkout payment processing without exiting the app experience

p) App usage analytics using Google Analytics;
  - The app should use the City's existing Google Analytics account for integration

2.13.3 The mobile app must integrate with the City's existing and to-be-implemented systems through middleware.

2.13.4 The final mobile app must be robust, high performing, and maintainable.

2.13.5 The APIs developed within the project must be robust, highly available, high performing, scalable, and maintainable. The City standard middleware is as follows:

a) API backend – Hapi.js on Node.js;

b) IAM – ForgeRock 6.5. The mobile app must use ForgeRock SDK to implement user login/logout. The SDK is available on GitHub ForgeRock/forgerock-android-sdk, ForgeRock/forgerock-ios-sdk;

c) Mobile Backend – FireBase for push notifications and sync.

2.13.6 Conduct UI/UX design and develop product storyboard for complex use cases;

2.14 Phase 3 - Product Review and Revision

2.15 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 3 and in accordance with the Project schedule:

6563694

2.15.1 Participate in product review with project stakeholders to identify change requests and develop effort estimation.

2.15.2 Enhance the mobile app based on prioritized change requests.

2.15.3 Support UAT in preparation for public product launch.

2.16 Phase 4 - MyBusiness

2.17 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 4 and in accordance with the Project schedule:

2.17.1 Participate in and support the End-to-End (E2E) technical architecture review while providing developer input;

2.17.2 The mobile application must consume existing City REST APIs to provide features required by the app. If there are no existing City APIs which would fulfill the needs of the feature, then the developer must develop new City APIs for consumption by the mobile app. New City APIs must have the capability to integrate through REST API, Web services (SOAP), or direct database connection with line-of-business applications to expose functions and render information. New REST APIs must be developed according to the City of Richmond REST API development guidelines (which will be provided to the Contractor upon singing a Non-Disclosure Agreement). Some use cases for such integration includes but not limited to:

a) Navigate to the City's Web-based Business Licensing System (Citizen Portal) on the phone's browser (Safari/Chrome) while extending the mobile app authenticated session to the web-based Citizen Portal (feasibility is part of Discovery Phase)

b) Linking and de-linking the MyRichmond account to one or more existing business licenses; Linking for primary business license owner will be achieved through SSO federation. Primary owner can conduct additional linking and administrative delegation through launching Citizen Portal.

c) View business licenses that are currently linked to the MyRichmond account with the ability to launch detail view of selected license in Citizen Portal. Customer will be able to view business license status and download a digital copy of business license in Citizen Portal.

6563694

- The Contractor may enhance and create API Middleware to retrieve a list of business licenses currently linked to a MyRichmond Account.

d) Relevant UI navigation features allowing customer to launch Citizen Portal to view a listing of payment history for a business license and ability to download the transaction receipt in PDF format;

e) Relevant UI navigation features allowing customer to launch Citizen Portal to make amendments on a business license for attributes such as: mailing address, owner address, emergency contact, contact phone number, contact email address, remove an owner, and opting in for paperless contact preference. These changes do not require customer to resubmit a new business license application;

f) Relevant UI navigation features allowing customer to launch Citizen Portal to renew their business license. Customers will make payments to renew one or more business licenses using eXact Hosted Checkout solution; and

g) Submit a request to cancel a linked business license.
- The Contractor may enhance and create API Middleware adding a request to a queue to cancel a business license.

h) Develop intuitive UI/UX prompts that will direct users to in-person service counter or MyRichmond Web Portal for use cases that cannot be fulfilled by the mobile app. Such use cases are: submitting a new business license application, add/replace an owner, changing business use and amending business name.

2.18 The City reserves the right, in its sole discretion, to update, change, modify and adjust any of the application and/or development specifications including relevant Services within any Phase should internal Project needs or requirements change and/or if technology updates occur in the marketplace throughout the course of the Agreement. Proposed product changes and/or alternatives made by the Contractor will require advance evaluation and approval from the City.

3.0 Contract Term and Renewal

3.1 The engagement will have an initial term of two (2) years commencing on the Effective Date (the "initial Term") of the date fully executed (signed) by both the City and the Contractor. On the second anniversary date of the Effective Date,

6563694

this agreement may be renewed up to a maximum of six (6) additional one (1) year renewal periods.

3.2 Renewal of this Contract on the second anniversary date of the Effective Date will be made under the same terms and conditions of this Contract inclusive of all costs. Thereafter, the annual escalation percentage cap for the support and maintenance will be the then-current-year-over-year increase in the Consumer Price Index (CPI).

4.0 City Provided

4.1 The City will assign the appropriate contacts and resources to liaise with the Contractor to manage the engagement throughout the course of the Term.

4.2 The City will provide access to information, systems, software and /or resources required in order for the Contractor to provide the Services. The City reserves the complete right to disclose only information and/or provide access to systems that the City deems is appropriate for the execution of all services delivered by the Contractor during the course of the Term.

5.0 Deliverables

5.1 The Contractor is responsible for delivering a fully operational and seamlessly integrated MyRichmond mobile application, complete with required technical and functional components as outlined in this RFP, all in full working condition.

5.2 Knowledge transfer, as further described in section 2.7 herein this Scope of Work, including training sessions for appropriate City staff members in the use of technical maintenance, software development and testing, delivery, implementation and configuration of the applications.

5.3 The Contractor is required to provide complete technical documentation, including but not limited to:

5.3.1 Web Service Design and API Documentation for new Web Services created;
5.3.2 Solution Design Document;
5.3.3 Workspace Setup Guide

5.4 The Contractor is responsible for delivering all background, research and resource lists, and any applicable development and application information in original software format (unless otherwise mutually agreed), minutes of meetings and workshop/a training results, study summaries, analyses and any other documentation and/or material as determined and requested by the City.

5.5 A UAT and IT Security Review will be conducted to ensure completeness and quality of deliverables at the end of each phase.

6.0 Invoicing & Expenses

6.1 The Contractor is responsible for submitting invoices based on actual hours worked and for Services completed and delivered that have met the acceptance criteria as set out herein this Scope of Work, Section 7. Acceptance Criteria, and in accordance with the General Terms and Conditions herein Appendix 3 – Draft Contract Documents.

6.2 The City will not be responsible for reimbursement of any expenses incurred by the Contractor in performing and/or delivering the Services. All expenses, including but not limited to; travel or per diem as and when required by the Contractor to carry out its obligations under this Contract shall be at the Contractors sole expense.

7.0 Acceptance Criteria

7.1 All Services delivered will be subject to City reviews, testing and approval to validate completeness. Reviews may involve, but is not limited to, the following verification steps:

7.1.1 performance reviews, including assessment of reports to substantiate execution of services;
7.1.2 services performed and delivered match the service requirements that are consistent with deliverables set out in the Contract, including Service Level Agreement compliancy;
7.1.3 validate any technical configurations, customizations and/or workflows against requirements set out in the Contract, in addition to all other City requests;
7.1.4 authorized City staff sign off.

7.2 The City reserves the right, in its sole discretion, to reject or request remedial action on any and/or all Services that do not conform to the requirements of the Contract. All remedial or corrective services performed by the Contractor will be at no additional cost to the City.

8.0 Schedule

8.1 Contractor is required to make available the appropriate resources, materials, supplies and equipment to fully execute the City's scheduling targets. The Contractor is responsible for ensuring all deadlines set by the City are met, the following is an outline of the City's tentative schedule:

Phase	Target Deadline

6563694

Phase 1 – Discovery	June 2021
Phase 2 – Development	August 2021
Phase 3 – Development Review & Fine Tune	October 2021
Phase 4 - MyBusiness	December 2021

9.0 Service Level Requirements

9.1 The Application must remain active, open and accessible throughout the year every day, 24 hours/7 days per week, except during scheduled maintenance periods.

9.2 [*This section may be completed based on the Service Level Agreement provided in the Contractor's response, and if applicable, in accordance with negotiations with the successful Contractor.*]

6563694

Appendix 5 – Glossary of Additional IT Terms Definitions

a) "CRM" means Customer Relationship Management;

b) "Customer Profile Service" means the Identity management and user profile management system at the City;

c) "ESB" means the Enterprise Service Bus;

d) "IAM" means Identity Access Management system;

e) "MDM" means Master Data Management;

f) "REST API" means Representational State Transfer Application Programming Interface;

g) "Response" means the same as "Proposal" or "Submission"

h) "Services" means the same as "Work";

i) "SOAP" means Simple Object Access Protocol;

j) "UAT" means User Acceptance Testing;

6563694

Appendix 5 – City of Richmond IT Agreement

This Agreement dated the [day] day of [month], [year] (the "**Effective Date**"), at the City of Richmond, in the Province of British Columbia

Between:

                    City of Richmond
                    6911 No. 3 Road
                    Richmond, BC V6Y 2C1
                    Information Technology

                    Email: **[NTD: Insert email address for notice – see subsection 25.1]**

                    (the "**City**")

And:
7074P

                    <Consultant's name>
                    <Consultant's address>

                    Email: **[NTD: Insert email address for notice – see subsection 25.1.]**

                    (the "**Consultant**")

Whereas:

A.   The City intends to enhance the MyRichmond mobile application (the "**Event or Project**") and wishes to retain a consultant to perform Services with respect to the Event or Project;

B.   The City issued a Request for Proposals 7074P MyRichmond Mobile Application Project for the performance of the Services;

C.   The Consultant submitted a proposal dated [date] to perform the Services; and

D.   The City and the Consultant wish to enter into a formal contract for the performance of the Services.

6563694

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. **Interpretation**

    1.1.   In the Contract Documents, unless the context otherwise requires, capitalized terms have the meanings set out as follows:

    a)   **"Applicable Laws"** means all constitutions, treaties, laws, statutes, codes, ordinances, official plans, orders, decrees, rules, regulations, and by-laws, whether domestic, foreign or international of any Governmental Authority, and the common law, binding on or affecting any person, property or matter referred to in the context in which such word is used;

    b)   **"City"** has the meaning set out on the first page of this Agreement;

    c)   **"Change Order"** has the meaning set out in subsection 7.1;

    d)   **"Confidential Information"** has the meaning set out in subsection 18.1;

    e)   **"Consultant"** has the meaning set out on the first page of this Agreement;

    f)   **"Contract Documents"** means this Agreement and all of the Schedules attached to this Agreement, including for certainty:

        1.1.f.1.   Schedule A - Statement of Work;

        1.1.f.2.   Schedule B – User Acceptance Testing;

        1.1.f.3.   Schedule C – Not Used

        1.1.f.4.   Schedule D - Schedule of Fees;

        1.1.f.5.   Schedule E - Proposal Extracts; and

        1.1.f.6.   Schedule F – Not Used

    g)   **"Contract Price"** has the meaning set out in subsection 4.1;

    h)   **"Deliverables"** means all of the deliverables described in the Contract Documents;

    i)   **"Effective Date"** has the meaning set out on the first page of this Agreement;

    j)   **"Event or Project"** has the meaning set out in Recital A;

    k)   **"Existing Pandemic Restrictions"** means any Applicable Laws relating to the COVID-19 pandemic, existing as of the date of the Agreement;

    l)   **"FOIPPA"** has the meaning set out in subsection 19.1;

    m)   **"Force Majeure"** means an event beyond the reasonable control of a party and includes any work stoppage, war, invasion, insurrection, civil or social unrest, riot, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic or quarantine restriction, earthquake, tidal wave or other natural calamities, that prevents, delays or

interrupts the performance of any obligation under this Agreement, provided such event does not occur by reason of: (i) the negligence of the party claiming Force Majeure (or those for whom it is in law responsible); or (ii) any act or omission of the party claiming Force Majeure (or those for whom it is in law responsible) that is in breach of the provisions of this Contract, but Force Majeure does not include: (x) a party's lack of funds; (y) the bankruptcy or insolvency of any subcontractor of the party; or (z) a shortage or unavailability of labour (including because of a strike, lock-out, picket or other labour dispute), materials or equipment unless such shortage or unavailability is caused by a Force Majeure;

n) **"Governmental Authority"** means any national, multi-national, federal, provincial, state, municipal, local or other government, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

o) **"Indemnitees"** means, collectively, the City and all of its elected and appointed officials, employees, officers, volunteers, servants, representatives and agents;

p) **"Key Personnel"** has the meaning set out in subsection 16.4;

q) **"New Pandemic Restrictions"** means any Applicable Laws relating to the COVID-19 pandemic, that are issued, enacted or adopted after the date of the Agreement;

r) **"Services"** has the meaning set out in subsection 2.1; and

s) **"Statement of Account"** has the meaning set out in subsection 5.1.

2. **Responsibilities and Duties**

2.1. The Consultant will perform the services described in the Contract Documents (the **"Services"**), including creating and delivering the Deliverables. All Services will be performed so that all performance targets and project benchmarks for the Services, as may be set out in the Contract Documents, are achieved or exceeded.

For certainty, the Consultant will, as part of the Services and at no additional cost to the City, do anything and everything required to be done for the fulfilment and completion of the Services, including any service, task or activity that is not specifically listed or described in the Contract Documents but which is required for the proper performance and provision of the Services, which the Consultant will perform as if those services, tasks or activities had been expressly described in the Contract Documents.

2.2. Unless expressly provided otherwise in the Contract Documents, the Consultant will provide all labour, materials and equipment necessary for the complete performance of the Services.

2.3.   The Consultant will, as part of the Services, submit a biweekly report to the City indicating:

a)   what targets have been met over the preceding reporting period; and

b)   the status of efforts in relation to the targets set out, including any variances from the Contract Documents and the Consultant's plan to bring the Services back into conformity with the Contract Documents.

2.4.   The Consultant will perform the Services:

a)   in accordance with the requirements of the Contract Documents;

b)   with that degree of care, skill and diligence normally provided by a qualified and experienced service provider performing services similar to the Services;

c)   with qualified, experienced, capable and safety-trained personnel; and

d)   in accordance with all Applicable Laws.

2.5.   Without limiting the generality of subsection 2.4, the Consultant will at all times act professionally and with integrity so as not to embarrass or discredit the City throughout, or in connection with, the performance of the Services.

2.6.   The Consultant will have obtained all necessary permits and governmental permissions required to perform its obligations under this Agreement.

2.7.   Notwithstanding any other provision in the Agreement:

a)   the Consultant acknowledges that the Agreement has been entered into during the on-going COVID-19 pandemic;

b)   the Consultant represents and warrants that it can perform the Services in accordance with the Schedule or Timeline established under Section 3.1 under the Existing Pandemic Restrictions;

c)   the Consultant acknowledges and agrees that Section 28.1 will not apply if the Consultant is delayed in the performance of the Services due to an Existing Pandemic Restriction;

d)   the parties agree and acknowledge that if any New Pandemic Restrictions arise prior to the termination of this Agreement, the Agreement will remain valid and in force; and

e)   the parties agree and acknowledge that if any New Pandemic Restrictions arise prior to the termination of this Agreement that cause or threaten interruptions to the Schedule or Timeline established under Section 3.1, then in addition to complying with the terms and conditions of this Agreement, the Consultant will also give the City a written plan of the

interim steps the Consultant will take, if any, during the interruption of Services, and, when the New Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services and a revised Schedule or Timeline.

2.8. In the event of any delay resulting from a New Pandemic Restriction, the Consultant shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the Consultant's entitlement to an extension of the established timelines to complete the Services and reimbursement of delay costs.

2.9. If a stop work order causing a delay is issued as a result of a New Pandemic Restriction, the City shall reimburse the Consultant for the reasonable costs incurred by the Consultant as a result of such delay with respect only to the following:

a) security costs for the place of the work;

b) water, heat, light and power costs for the place of the work; and

c) fencing costs for the place of the work.

2.10. If the Services are stopped as a result of a New Pandemic Restriction, then the Consultant must, within seven days of the date of such work stoppage, provide an itemized cost estimate to the City of the monthly costs the Consultant anticipates being entitled to repayment for by the City pursuant to Section 2.9.

2.11. If the Consultant is entitled to payment for costs of any delay resulting from a New Pandemic Restriction, then the Consultant must submit a detailed account of the amount claimed and the grounds upon which the claim is based, to the City, on a monthly basis. If the Services are suspended or otherwise delayed for a period of 40 working days or more as a result of a New Pandemic Restriction, then the Consultant will, if requested in writing by the City, submit such detailed accounts on a weekly basis.

2.12. For the avoidance of doubt, the Consultant will not be penalized for any delays directly resulting from a New Pandemic Restriction and the City will not be liable for any costs resulting from New Pandemic Restriction except as set out in Section 2.9.

3. **Schedule or Timeline**

3.1. The Consultant will perform the Services in accordance with the schedule or timeline as set out in Schedule A – Statement of Work, and if no schedule or timeline is set out, then in accordance with the schedule or timeline provided by the City, as may be adjusted with the written approval of the City.

6563694

4.   Compensation

4.1.   As payment for the performance of the Services, the City will pay the Consultant a maximum upset limit of the fees and expenses as set out in Schedule D – Schedule of Fees (the "**Contract Price**").

4.2.   The Contract Price will be the entire amount of compensation owing to the Consultant for the complete performance of the Services and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation and delivery, overhead, financing, all taxes (excluding only GST and PST), and all other costs and expenses whatsoever incurred by the Consultant in performing the Services.

4.3.   The City will pay any GST and PST payable on the Contract Price.

4.4.   All payments will be in Canadian funds.

4.5.   The Consultant's entitlement to payment of fees in connection with the Services on completion of any Services is contingent upon the City's acceptance of the Services and Deliverables for which the Consultant is requesting payment, all in accordance with the Contract Documents, and the Consultant will submit to the City a Statement of Account for fees in connection with such Services and Deliverables only upon such acceptance.

5.   Statements of Account

5.1.   The Consultant will prepare and submit to the City statements of account (each, a "**Statement of Account**") at the times set out in, and in accordance with, Schedule D – Schedule of Fees.

5.2.   In addition to any other information as may be required in accordance with Schedule D – Schedule of Fees, the Consultant will include in each Statement of Account submitted to the City under this Agreement, at a minimum, the following:

a)   an invoice number;

b)   the Consultant's name, address and telephone number;

c)   the title and reference dates or numbers for this Agreement, if any, as may be set out on the cover page of Schedule A – Statement of Work;

d)   the City's purchase order number in respect of this Agreement;

e)   the total amount due for fees;

f)   the amount of GST and the amount of PST charged in respect of the fees set out in the Statement of Account, as a separate line item; and

g)   the Consultant's GST number.

5.3.   Without limiting subsection 5.1, the Consultant will include in each Statement of Account the following:

6563694

a)   if a Statement of Account relates to any fees payable upon the Consultant's completion of milestones, an itemized list of the milestones to which the Statement of Account relates and the fees sought for each milestone in accordance with Schedule D – Schedule of Fees;

b)   if a Statement of Account relates to any fees payable on a unit price basis, a work summary broken down by the applicable unit prices as shown in Schedule D – Schedule of Fees, which include columns for the amount, percentage complete, the previous month's invoice amount, total amount invoiced to date, the amount remaining and current invoice amount, and evidence substantiating time spent (including timesheets, if requested by the City) sufficient to permit the City to determine whether such fees are payable in the amounts indicated in the Statement of Account; and

c)   if a Statement of Account relates to any fees payable on a time and materials basis, supporting invoices and other documentation reasonably acceptable to the City substantiating the Consultant's claimed costs for materials, and evidence substantiating time spent (including timesheets, if requested by the City) sufficient to permit the City to determine whether such fees are payable in the amounts indicated in the Statement of Account.

5.4.   If Schedule D – Schedule of Fees expressly provides for the reimbursement by the City of any expenses incurred by the Consultant in performing the Services, then the Consultant will include in each Statement of Account the following:

a)   an itemized list of expenses that the Consultant is claiming under the Statement of Account, in respect of which the Consultant is entitled to reimbursement in accordance with this Agreement; and

b)   for each such expense, a receipt or other documentation in support of the expense.

5.5.   Statements of Account will be submitted to the City in accordance with Section 25.

5.6.   Statements of Account and supporting documentation shall be prepared at the sole expense and responsibility of the Consultant. The City will not compensate the Consultant for any costs incurred for the preparation of Statements of Account. The City may request, in writing, changes to the content and format of the Statement of Account and supporting documentation at any time. The City reserves the right to request reasonable additional supporting documentation to substantiate costs at any time.

6.   Payment

6.1.   Following the receipt of a Statement of Account from the Consultant, the City will make its own determination of whether the Statement of Account is payable in the amount indicated.

6.2. Unless otherwise set out in the Contract Documents, payment of a Statement of Account prepared and submitted in accordance with Section 5, less any holdbacks as may be permitted under this Agreement or at law, will become due thirty (30) days after receipt of the Statement of Account.

6.3. If the City does not agree with the Statement of Account or portion of a Statement of Account, then the City will review the Statement of Account with the Consultant. If the Statement of Account cannot be resolved between the City and the Consultant, then the City will pay the portion the City determines is owing and will include with the payment an explanation for any such reduction in the Statement of Account.

6.4. The City may withhold payment under this Agreement for any disputed amounts, without interest, until such dispute in resolved.

6.5. No payment made under this Agreement will constitute a waiver of any terms of this Agreement or other rights at law or in equity.

6.6. No payment made to the Consultant by the City will at any time constitute approval or acceptance of any Services under this Agreement, nor be considered a waiver by the City of any of the terms of this Agreement, nor relieve the Consultant of any of its duties, obligations or responsibilities under this Agreement to perform the Services in accordance with the requirements of the Contract Documents, nor constitute a waiver by the City of any other rights at law or in equity.

6.7. The City may set-off, as against any amounts due to the Consultant, any amount owing from the Consultant to the City, including liquidated damages and other amounts as payable under the Contract Documents.

6.8. Neither party shall be responsible for any taxes based upon the other's net or gross income or net or gross receipts, or taxes which are capital, property, doing business, excess profits, net worth, or franchise or port fees (including any interest and penalties thereon).

6.9. The Consultant acknowledges and agrees that pursuant to applicable laws, payments to non-residents for any work performed in Canada may be subject to a Non-Resident Withholding Tax of fifteen percent (or such other amount required by law), and that the City will withhold such amounts as required in accordance with applicable laws.

6.10. If the City believes in good faith that some portion of the Services has not been completed or is not performing satisfactorily, the City may withhold payments to the Consultant pursuant to Section 6.4 and require the Consultant to correct such work prior to the City releasing such payments. In such event, the City will provide the Consultant with an explanation of the concern and the remedy that the City expects. Subject to the foregoing, the City will release payments to the Consultant after the City:

a) is satisfied that such work has been corrected and is in compliance with the Agreement; and

b) accepts the deliverable provided by the Consultant, as evidenced by the City's acceptance in writing of the deliverable.

7. Changes

7.1. The City may, without invaliding this Agreement, by written direction to the Consultant (a "**Change Order**"), make changes to the Services by altering, adding to or deducting from the Services, with adjustments, if any, to the Contract Price or the time for the performance of the Services or both. The Contract Price will be adjusted in accordance with Schedule D – Schedule of Fees, unless otherwise agreed by the parties. The time for the performance of the Services will be adjusted accordingly.

7.2. The Consultant will not proceed with any change prior to the receipt of a Change Order. No claim for an adjustment to the Contract Price or the time for the performance of the Services may be made without a Change Order.

7.3. Should the Consultant request a change to the Services, the Consultant must provide the City sufficient information to justify the change order and sufficient time to review the change. In accordance with Section 7.1, the City will provide written direction to proceed with the change via a Change Order.

7.4. Unless expressly provided otherwise in the Contract Documents, the correction of a defect or deficiency in the Services or in any Deliverables will not be considered a change in the Services.

8. Right of Review

8.1. Without limiting any other provision of this Agreement, the City will at all times have the right to review all or any part of the Services and any Deliverables, and may require the Consultant to deliver work product and other documents for review and acceptance as the City may reasonably request. The City's reviewing any Services or Deliverables is for the City's benefit and acceptance of any Services or Deliverables will not relieve the Consultant of any of its duties, obligations or responsibilities under this Agreement to perform the Services and to correct defects or deficiencies in the Services and Deliverables, all in accordance with the requirements of this Agreement.

9. Independent Contractor

9.1. The Consultant acknowledges and agrees that it is an independent contractor and no agency, joint venture, association, partnership, or employer-employee relationship is created between the City and the Consultant. Unless otherwise agreed in writing, the Consultant is not the agent of the City in any capacity whatsoever under this Agreement, and has no authority to act as an agent of the City.

6563694

9.2. The Consultant acknowledges and agrees that it has no rights, claims or entitlements pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits that may from time to time be available by the City to employees of the City.

9.3. The Consultant acknowledges and agrees that it is solely responsible for its own income tax, workers compensation, unemployment insurance, Canada Pension Plan, superannuation and other such payments.

10. Assignment and Subcontracting

10.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this Agreement.

10.2. No subcontract entered into by the Consultant will relieve the Consultant from any of its obligations or impose any obligation or liability upon the City to any such subcontractor.

10.3. Subject to Section 10.1, this Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors (including any successor by reason of amalgamation of any party) and permitted assigns.

11. Indemnity

11.1. The Consultant agrees to indemnify, hold harmless and assume the defence of the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments, including legal fees on a solicitor and own client basis, made against the Indemnitees, or any one of them, arising from or in any way connected with the Consultant's performance of the Services or purported performance of the Services.

11.2. Not Used.

11.3. Not Used.

11.4. Not Used.

11.5. The Consultant agrees to indemnify and hold harmless and assume the defence of the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments, including legal fees on a solicitor and own client basis, to the extent resulting from or caused by any actual or alleged unauthorized disclosure, use or infringement of a third party's patent or intellectual, proprietary or industrial property rights to the extent resulting from or caused by the performance of the Services or the actions or omissions of the Consultant, its employees, shareholders, directors, officers, agents and contractors, or those for whom such persons may in law be responsible, or otherwise asserted against the Indemnitees, or any one of them.

6563694

11.6. Without limiting the Consultant's obligations under subsection 11.5, if any part of the Services uses any patent or intellectual, proprietary or industrial property rights or anything else which infringes the rights of others or which is alleged to infringe the rights of others, then the Consultant will, at its own cost and expense, immediately:

a) procure for the City an irrevocable, perpetual, nonexclusive, fee-free, royalty-free, non-assignable license for the City to use such patent or intellectual, proprietary or industrial property rights for the purpose of obtaining the whole benefit of the Services or any part of the Services;

b) replace or alter the infringing or allegedly infringing parts with non-infringing parts of equal or better quality so as to meet or exceed the requirements of this Agreement; or

c) if permitted by the City in writing, forthwith refund the amount paid by the City to the Consultant under this Agreement with respect to the infringing or allegedly infringing parts.

11.7. The provisions of Section 11 survive and apply after the expiry or earlier termination of this Agreement.

12. Exclusion of Consequential Damages

12.1. Neither party is liable to the other party for that other party's own:

a) special, contingent, exemplary, punitive, indirect, incidental or consequential loss or damage;

b) loss of anticipated revenue, overhead or profit;

c) loss of production, business or contracts;

d) loss by reason of shutdowns, non-operation or increased costs of construction, manufacturing or operation; or

e) loss of business reputation or opportunities, of any nature arising at any time or from any cause whatsoever relating to this Agreement, and whether or not such losses or damages were foreseeable even if a party was advised of the possibility of them.

12.2. The provisions of Section 12 survive and apply after the expiry or earlier termination of this Agreement.

13. Insurance

13.1. The Consultant will, at its own expense, carry and keep in force during the term of this Agreement, the following coverages:

a) Professional liability insurance with a minimum limit of $1,000,000 for each claim;

b) Comprehensive general liability insurance with a minimum limit of $2,000,000 per occurrence with a cross-liability clause. The City, its

officers, officials and employees will be added as additional insureds under the policy;

c)   Automobile Liability Insurance providing liability coverage for claims of bodily injury and property damage arising from the use of owned and hired motor vehicles in connection with the Services;

d)   such additional coverage, subcontractor coverage, or amendments to the above policies as the City may reasonably require; and

e)   such additional coverage as may be required by the City.

13.2.   The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Services required to be performed by the Consultant under this Agreement.

13.3.   All insurance policies required to be primary, not requiring the sharing of any loss by any insurer of the City. All insurance policies carried and kept in force by the Consultant will provide that they cannot be cancelled, and that the policy limits cannot be materially reduced, without at least 30 days' written notice to the City.

13.4.   Prior to the performance of any of the Services under this Agreement, the Consultant will, for each insurance policy required to be carried and kept in force by the Consultant, submit to the City a copy of the insurance policy and certificate of insurance.

13.5.   All policy limits and types of insurance specified in subsection 13.1 are the minimum policy limits and types of insurance that are to be provided. The Consultant will be solely responsible for determining whether the policy limits and types of insurance are adequate and for placing any excess insurance and any additional insurance which it considers necessary to protect and indemnify itself.

13.6.   The Consultant will be liable to the City for all claims and claim costs excluded by, or in excess of the policy limits of, applicable insurance policies, and neither the providing of insurance by the Consultant in accordance with the requirements of Section 13, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim occurring will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

13.7.   The Consultant expressly waives all rights of recourse against the City for loss or damage to the Consultant's property.

13.8.   The Consultant will ensure that all subcontractors obtain and maintain insurance on the same terms and conditions as set out in this Section 13.

14.   **WorkSafeBC**

14.1.   Without limiting subsection 2.4.d), the Consultant will comply with all applicable requirements of the *Workers Compensation Act* (British

6563694

Columbia) and WorkSafeBC, and will, at its own expense, procure and carry during the term of this Agreement:

a) Workers' Compensation coverage for itself and all workers, employees, servants and others engaged in the Services in accordance with the *Workers Compensation Act* (British Columbia); and

b) Personal Optional Protection coverage available through the Workers' Compensation Board of British Columbia for all workers, employees, servants and others engaged in the Services who are not covered by the *Workers Compensation Act* (British Columbia).

14.2. The Consultant will provide the City with evidence of compliance with the *Workers Compensation Act* (British Columbia) and coverage under that Act prior to commencing any Services and at any time upon request by the City within five days of such request, and will immediately notify the City in writing of any change with respect to such compliance or coverage.

14.3. The Consultant agrees to indemnify, hold harmless and assume the defence of the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments, including reasonable attorney fees and defence costs, made against the Indemnitees, or any one of them, arising from or in any way connected with any unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any related to the failure by the Consultant or any person for whom the Consultant is in law responsible to observe safety rules, regulations and practices of the WorkSafeBC, including penalties levied by the WorkSafeBC. The provisions of this subsection 14.3 survive and apply after the expiry or earlier termination of this Agreement.

15. Representation

15.1. Subject to subsection 15.2, for all purposes hereunder:

a) *the City* will be represented by the [insert name (or applicable City Staff title)]; and

b) the Consultant will be represented by [insert name].

15.2. Either party may, at any time and from time to time, change its representative by giving prompt written notice to the other party of such replacement.

15.3. Notwithstanding subsection 15.2, if, at any time, the City's representative, acting reasonably, objects to the Consultant's representative, then the Consultant will give consideration to replacing the Consultant's representative with a person acceptable to the City's representative. The Consultant's representative may, at the Consultant's election, be an employee of the Consultant, be a subcontractor or an employee of a subcontractor, or be any other third party.

16.   Subcontractors and Personnel

16.1.   The Consultant will ensure that its obligations under this Agreement are performed by subcontractors or personnel with the technical and other skills as may be specified in Schedule A – Statement of Work and all other knowledge, training, experience, qualifications, skills and capabilities necessary to perform their work in a competent and efficient manner.

16.2.   The Consultant will promptly remove any subcontractor or personnel (including personnel of a subcontractor) whom the City either:

a)   considers unsuitable for the task to which they are assigned; or

b)   considers to be detrimental to its working relationship with the Consultant.

16.3.   The Consultant will replace any individual who is removed or is unavailable with another knowledgeable, trained, experienced, qualified and capable individual approved by the City.

16.4.   If Schedule A – Statement of Work identifies any personnel of the Consultant or a subcontractor as key personnel (each, a "**Key Personnel**"), then the Consultant will ensure that each such Key Personnel are committed and available to perform work pursuant to this Agreement on a first priority basis relative to other work, tasks and assignments or commitments that they may otherwise have assigned to them.

16.5.   The Consultant will not withdraw the services of any Key Personnel without the City's prior written consent unless such Key Personnel has resigned their employment or terminated their engagement with the Consultant or is otherwise unavailable due to circumstances beyond the Consultant's control. In such event, the Consultant will replace such Key Personnel with personnel that:

a)   has comparable or superior qualifications and experience to the Key Personnel whom they are proposed to replace; and

b)   is satisfactory to the City, acting reasonably.

16.6.   Nothing in this Agreement limits the Consultant's rights or ability to terminate an employee or the right of any employee of the Consultant to resign voluntarily from employment.

16.7.   Notwithstanding any other provision of this Agreement, the Consultant is fully responsible and liable for, and bears all risks relating to, all conduct, acts and omissions by each and every one of its subcontractors and personnel.

17.   Ownership of Products

17.1.   The City will take title to and ownership of all intellectual property, materials and products made, conceived, developed, acquired or first reduced to practice in whole or in part by the Consultant, its employees, shareholders, directors, officers, agents and contractors pursuant to this Agreement, including all patents, trade-marks, copyrights, industrial

6563694

designs, confidential information, trade secrets and know how, including but not limited to all information, data, documentation, customer lists, customer data, computer programs and systems, source code, object code, software, artistic and literary works, blueprints, schematics, inventions, concepts, ideas, designs, prototypes, models, methods, techniques, procedures, skill, experience, drawings, notes and reports. All such intellectual property, materials and products will be provided to the City upon the expiration or earlier termination of this Agreement. Without limiting the foregoing, the Consultant will take such steps as the City may reasonably require to effect the transfer title to such intellectual property, materials and products to the City.

17.2. Not Used.

17.3. Not Used.

17.4. Notwithstanding anything else in this Agreement, subsections 17.1 do not apply to any open source software, any software released under a GNU General Public License, or any modifications or changes to such software.

18. Confidential Information

18.1. Without limiting the terms of Schedule C – Cloud Services Terms, if applicable, the Consultant acknowledges and agrees that during the course of performing services for the City, the Consultant will have access to or may develop non-public information regarding the City and its business, operations and systems, and data and information regarding the City's citizens and individual users of the City's services (collectively the "**Confidential Information**"), all of which is the confidential and proprietary information of the City and is or will be owned solely by the City. The Consultant will use the Confidential Information only in connection with the Consultant's provision of services to the City and in accordance with this Agreement. Both during and indefinitely after the term of this Agreement, the Consultant will:

a) maintain the strict confidentiality of the Confidential Information using the same degree of care as the Consultant affords to its own confidential information of a similar nature which it desires not to be accessed, used, disclosed or disseminated, and in no event less than reasonable care, to prevent the unauthorized access to or use or disclosure of the Confidential Information;

b) not disclose or make the Confidential Information available to any other person in any manner or form without the City's express prior written consent, except for bona fide disclosures required by applicable laws; and

c) ensure that all of its personnel and subcontractors and other persons to whom the Consultant discloses the Confidential Information are legally bound to comply with the restrictions and requirements set forth in this Agreement.

18.2. Upon request by the City, the Consultant will either deliver to the City or permanently delete and destroy all paper and electronic documents and other records containing Confidential Information in the Consultant's possession, power or control.

18.3. The provisions of Section 18 survive and apply after the expiry or earlier termination of this Agreement.

19. FOIPPA

19.1. The City is subject to *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time ("**FOIPPA**") and, accordingly, in order for the City to comply with the requirements of FOIPPA, the Consultant will, prior to or at the same time as providing the City with copies of, or access to copies of, any records containing personal information (as defined in FOIPPA) of the Consultant's or any subcontractor's employees, obtain the written consent of each affected individual to the indirect collection of his or her personal information (as defined in FOIPPA) by the City. Upon request, at any time, the Consultant will provide, within five days of such request, evidence satisfactory to the City, acting reasonably, that such consent has been obtained.

19.2. The Consultant acknowledges and agrees that it is a service provider (as defined in FOIPPA) to the City and that it is subject to the provisions of FOIPPA with respect to the personal information (as defined in FOIPPA) to which the Consultant may have access pursuant to this Agreement. If the City provides any personal information to the Consultant or the Consultant otherwise obtains access to any personal information in the City's custody or control, then the Consultant will comply with all applicable provisions of FOIPPA, including those provisions regarding the collection, storage, use, protection, and disclosure of personal information.

19.3. The provisions of Section 19 survive and apply after the expiry or earlier termination of this Agreement.

20. Conflicts of Interest

20.1. The Consultant will not during the term of this Agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this Agreement and the obligations of the Consultant to such other person, firm or corporation.

21. Term

21.1. Not Used.

21.2. This Agreement will commence on the Effective Date and will continue in full force and effect **for a period of two (2) years** unless earlier terminated by either party in accordance with this Agreement.

22. Termination

22.1. The City may terminate this Agreement at any time by providing written notice, delivered to the Consultant in accordance with subsection 25.1, at least four (4) weeks prior to the effective date of termination, or such shorter time as may be agreed upon by the parties.

22.2. Not Used.

22.3. If in the opinion of the person described in subsection 15.1.a), the Consultant has breached a material term of this Agreement, and the Consultant has failed to remedy such breach within thirty (30) days of delivery of written notice, delivered to the Consultant in accordance with subsection 25.1, then the City may, without limiting any other remedy to which the City may be entitled under this Agreement or at law, terminate this Agreement immediately without notice.

22.4. Not Used.

22.5. If this Agreement is terminated, then the City will pay the Consultant fees owing for Services performed, plus City approved wind up costs of up to <$1,000>, in accordance with this Agreement up to the effective date of such termination.

22.6. No breach or default under this Agreement by the City will constitute a repudiation of this Agreement by the City.

23. Warranty

23.1. The Consultant warrants that all Services will be performed in accordance with this Agreement, free from defects in material, workmanship and any design or engineering furnished by or on behalf of the Consultant.

23.2. If defects, including latent defects, are discovered in the Services within twenty-four (24) months of completion of the Services, then the Consultant will correct the defect promptly upon written notification from the City. The Consultant will be responsible for all costs associated with such corrections, including all costs incurred by the City in relation to the corrections (such as the costs to retain other contractors, consultants, costs of materials and equipment, administrative and supervisory costs and the cost of the City's own forces), and the Consultant will indemnify and save harmless the City from any resulting damages. Other work removed or damaged due to such defects, or the corrections or making good such defects, will also be made good by the Consultant without additional payment by or cost to the City.

23.3. The provisions of Section 23 survive and apply after the expiry or earlier termination of this Agreement.

6563694

23.4. User acceptance testing of all or part of the Services does not invalidate or waive the warranty obligations under the provisions of this Section 23.

24.   Language

24.1. All documents to be given under this Agreement will be provided in English and the Contractor's representative and any Key Personnel will be fluent in English.

25.   Notices

25.1. Any notices, directions or other communication required or contemplated by this Agreement (a "**Notice**") must be in writing and may be given by personal delivery, by electronic means (including email) or by mail and addressed:

in the case of a Notice to the City, at:

City of Richmond
6911 No. 3 Road
Richmond, BC, V6Y 2C1

Attention: Manager, Purchasing
Email: Purchasing@richmond.ca

in the case of the Contractor, at:

[INSERT ADDRESS]

Attention:
Email:

or to such other address as the party to whom such Notice is to be given shall have last provided to the other party by notice from time to time. Notices shall be deemed to have been received: (a) if delivered, at the time of delivery; (b) if given electronically, at the time of sending the message; and (c) if given by mail, on the fifth day after the mailing of the notice. If normal facsimile service, courier service, electronic service or mail service is interrupted by strike, labour slowdown or other cause beyond the control of the party providing the notice, a notice sent by the impaired service will not be deemed to be received until actually received, and the party sending the notice will send it by another service in order to ensure its prompt receipt.

26.   Disputes

26.1. All disputes arising out of the Contract will be resolved in accordance with Section 26.

26.2. A party with a dispute may, at any time, deliver written notice to the other party in accordance with subsection 25.1, with a copy to each party's

6563694

representatives as set out in subsection 15.1, as applicable, describing the dispute.

26.3. Without limiting the parties' rights under this Agreement, the City will encourage and support the City's representative and the Consultant will encourage and support the Consultant's representative to use good faith efforts to resolve any dispute promptly upon becoming aware of the dispute.

26.4. Any dispute which cannot be settled by good faith negotiations between the parties will be referred to a representative(s) of each of the parties who, to the extent reasonably practicable, have not been previously involved in the events leading to the dispute for a settlement meeting.

26.5. Any dispute which is not settled after the settlement meeting described in subsection 26.4, may, with the prior written consent of both parties, be submitted to private and confidential arbitration pursuant to the *Arbitration Act* (British Columbia) and the Rules of Procedure of the British Columbia International Commercial Arbitration Centre ("BCICAC"). In the event the dispute is submitted to arbitration, the parties agree that the tribunal will consist of one Arbitrator (the "Arbitrator"). If the parties cannot agree on the Arbitrator, the Arbitrator will be appointed by the BCICAC. The Arbitrator must be qualified by education and training to decide the dispute between the parties.

26.6. Notwithstanding any dispute, the parties will continue to fulfill their obligations pursuant to this Agreement.

27. No Promotion of Relationship with the City

27.1. The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform its obligations under the terms of this Agreement).

28. Force Majeure

28.1. If either the Consultant or the City is delayed in the performance of any of their obligations under this Agreement as a result of an event of Force Majeure, then the party claiming the delay will be excused from performance of such obligations, provided that party gives written notice in accordance with subsection 25.1, and mitigates the effect of the delay in accordance with that party's duty at law to mitigate, as applicable. The party delayed by an event of Force Majeure will be entitled to an extension of the time for the performance of the affected obligations equal to the impact of the delay caused by the event of Force Majeure, but will not be entitled to, nor will such party make any claim for, reimbursement

or the payment of any costs suffered by that party as a result of the event of Force Majeure.

29. General

29.1. Except as expressly set out otherwise in the Contract Documents or the context otherwise requires, the following will apply to the interpretation of this Agreement:

a) headings are for convenience and reference only and will not affect the interpretation of this Agreement;

b) all dollar figures will mean Canadian dollars;

c) any notice or communication required or permitted to be given under this Agreement will be in writing;

d) words importing the singular include the plural, and vice versa;

e) words importing gender include all genders;

f) where a reference is made to a "day", "week", "month" or "year", the reference is to the calendar period;

g) where the date for any delivery or response falls on a Saturday, Sunday or statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day which is not a Saturday, Sunday or statutory holiday observed in British Columbia;

h) in the calculation of time, the first day will be excluded and the last day will be included;

i) the words in the Contract Documents will bear their natural or defined meaning;

j) the word "including" is deemed to be followed by "without limitation";

k) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations and in force from time to time, and any statute or regulation that may be passed which has the effect of amending, supplementing or superseding the statute referred to or such statute's corresponding regulations; and

l) the parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

29.2. Time is of the essence of this Agreement.

29.3. This Agreement may be amended upon mutual agreement of the parties in writing.

6563694

29.4. This Agreement and the rights and obligations of the parties hereunder will be governed by and construed in accordance with the laws of British Columbia.

29.5. For the purposes of any legal actions or proceedings brought by a party against the other party, the parties hereby irrevocably accept and submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge such courts' competence and the convenience and propriety of the venue and agree to be bound by any judgment of such courts and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

29.6. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto will be binding upon the City unless made in writing and signed by the City. In addition:

a)   no waiver of any provision of this Agreement; and

b)   no consent required pursuant to the Contract Documents,

is binding or effective unless it is in writing and signed by an authorized signatory of the party providing such waiver or consent.

For certainty:

c)   purchase orders, forms of acceptance, invoices, and other documents issued by either party in connection with this Agreement; and

d)   other forms of agreements and other terms and conditions that may be included by the Consultant with any Deliverables,

will be deemed to have been issued for administrative convenience or for information only and, whether or not signed by the City, are of no force and effect and will not in any way amend this Agreement.

29.7. Each provision of this Agreement is severable. If any provision of this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be separately valid and will be enforceable.

29.8. Except as expressly set out otherwise in the Contract Documents, nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon or to give any person which is not a party to this Agreement any rights or remedies under or by reason of this Agreement.

29.9. Not Used.

29.10. This Agreement may be executed in any number of counterparts each of which is deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument, and signed counterparts of this Agreement may be delivered personally or by mail or transmitted

by facsimile transmission or by other means of electronic communication, including email attaching a PDF.

The City and the Consultant have executed this Agreement as of the day and year first above written.

CITY OF RICHMOND

Per: _____
Signature

_____
==[Name and title of person signing]==

==**[INSERT FULL LEGAL NAME OF THE CONSULTANT]**==

Per: _____
Signature

_____
==[Name and title of person signing]==

Schedule A – Statement of Work

[*This section will be developed with the successful Contractor based on RFP 7074P, including but not limited to Appendix 4 – Scope of Work.*]

6563694

Schedule B – User Acceptance Testing

1. At the end of each phase as described in Schedule A (including at the end of the last phase as described in Schedule A), the City may conduct user acceptance testing of:

   a) any of the Services; and
   b) any of the Deliverables,

   c) in accordance with the process described in Section 2 of this Schedule.

2. If the City conducts user acceptance testing, then unless expressly stated otherwise in Schedule A, the following provisions will apply in respect of such user acceptance testing:

   a) user acceptance testing will be based upon the applicable user acceptance criteria developed by the Contractor in consultation with the City at the end of each Phase as described in Schedule A, as accepted by the City. If the parties are unable to agree on an applicable user acceptance criteria for a particular Service or Deliverable described in Schedule A, then the applicable user acceptance criteria for that Service or Deliverable will be deemed to be that the Service or Deliverable will be satisfactory to the City;
   b) the Contractor will, as part of the Services and at no additional cost to the City:

      i) review and test the Service or Deliverable for conformance to the applicable user acceptance criteria; and
      ii) make all necessary corrections as a result of its review and testing, so that the Contractor is reasonably satisfied that the Service or Deliverable conforms to the applicable user acceptance criteria;

   c) promptly after the Contractor completes a Service or delivers a Deliverable in respect of which one or more accepted user acceptance criteria apply, the Contractor will deliver written notice (the "**User Acceptance Testing Notice**") to the City requesting that the City accept the Service or Deliverable as complying with the applicable user acceptance criteria;
   d) within a reasonable time after delivery of the User Acceptance Testing Notice (taking into consideration the project schedule) (the "**Assessment Period**"), the City will conduct user acceptance testing for the Service or Deliverable;
   e) the Contractor will, as part of the Services and at no additional cost to the City, reasonably assist the City to conduct user acceptance tests and will provide any specific assistance as may be described in Schedule A;
   f) if the Service or Deliverable is not acceptable to the City, then on or before the last day of the Assessment Period, the City will deliver to the Contractor a written notice describing, with reasonable specificity, the nature of the deficiencies in the Service or Deliverable (a "**Rejection Notice**");
   g) upon receipt by the Contractor of a Rejection Notice, the Contractor will, within a reasonable time, taking into consideration the severity of the deficiency and the project schedule, correct the deficiencies, at the Contractor's sole expense, and deliver to the City a written notice that the deficiencies are corrected (a "**Correction Notice**");

h) upon receipt by the City of a Correction Notice, the City will, within a reasonable time taking into consideration the project schedule (the "**Further Assessment Period**"), conduct further user acceptance testing of the Service or Deliverable in accordance with the process described in this Section 2; and

i) if the Contractor fails to correct a deficient Service or Deliverable described in this Section 2 within the time period as set out in this Section 2(g), or if any Service or Deliverable fails the further assessment described in Section 2(h) and is not acceptable to the City, then on or before the last day of the Further Assessment Period, the City may deliver a Rejection Notice to the Contractor of such failure and the City may, at its option, either:

   i) extend the time for the Contractor to correct the deficient Service or Deliverable and to deliver a Correction Notice;
   ii) negotiate with the Contractor regarding a revision of the applicable user acceptance criteria to allow for the deficient Service or Deliverable; or
   iii) invoke its other remedies pursuant to this Agreement.

3. The City has the right of review and prior acceptance with respect to the Contractor's performance of any of the Services. The City may require that its prior approval be obtained at any stage of the Services before the Contractor proceeds with the next stage of the Services.

4. The City's authority to conduct user acceptance testing, or otherwise review any Service or Deliverable, will be for the benefit of the City, and such authority will not give rise to any duty or responsibility on the City to the Contractor or its subcontractors, or their agents, employees or other persons performing any of the Services, to order user acceptance testing, or otherwise review any Service or Deliverable, provided that the City's failure to conduct user acceptance testing with respect to any Service or Deliverable in accordance with Sections 2(d) or (h) will be deemed to be acceptance of such Service or Deliverable.

Schedule C – NOT USED.

6563694

Schedule D – Schedule of Fees

[*This section may be completed based on the Pricing provided in the Contractor's response, and if applicable, in accordance with negotiations with the successful Contractor.*]

Schedule E – Proposal Extracts

[*This section may be completed based on the Contractors responses submitted to Appendix 1 – Submissions Instructions and Requirements, and if applicable, in accordance with negotiations with the successful Contractor.*]

7074P - MyRichmond Mobile Application Project

Opening Date: March 25, 2021 12:00 PM

Closing Date: April 29, 2021 12:00 PM

Proponents should insert **"n/a"** into any mandatory field for which the Proponent will not, or cannot, deliver the Services. If the Proponent cannot provide the information, please insert an explanation after entering 'n/a' into the mandatory field.

Should the Proponent leave non-mandatory fields and/or forms blank, the City will assume that the Proponent does not, or cannot, offer the information, services or products requested.

Schedule of Prices

The unit prices, and/or lump sums, hereinafter stated, applied in accordance with the terms of the Contract, represent the entire cost to the City for the complete performance of the Work, **in Canadian dollars**. Applicable GST and PST are additional.

The unit prices, and/or lump sums, hereinafter stated, will be deemed to include but not be limited to:

a) all costs for labour, equipment and materials (including expenses and disbursements) included in or required for the completion of the Work, including all items which, while not specifically listed, are included in the Work specifically or by necessary inference from the draft Contract Documents;

b) all assessments payable with respect to labour as required by any statutory scheme, such as unemployment insurance, holiday pay, insurance, CPP, and all employee benefits and the Workers Compensation Act

c) all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and

d) all costs required for compliance with all laws applicable to the performance of the Work.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

Fees for Discovery Phase 1

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 1 of this Project.

1. In the 'Phase 1 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
2. In the 'Phase 1 Tasks/Activities' column, insert all **required** tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved;
3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
4. In the 'Lump Sum' column, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 1 Deliverables	Phase 1 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total	
					*
				Subtotal:	

Fees for Development Phase 2

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 2 of this Project.

1. In the 'Phase 2 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
2. In the 'Phase 2 Tasks/Activities' column, insert all **required** tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved;
3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
4. In the 'Lump Sum' column, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 2 Deliverables	Phase 2 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total
			Subtotal:	

Fees for Development Review & Fine Tune Phase 3

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 3 of this Project.

1. In the 'Phase 3 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
2. In the 'Phase 3 Tasks/Activities' column, insert all **required** tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved;
3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
4. In the 'Lump Sum' coloumn, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 3 Deliverables	Phase 3 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total
			Subtotal:	

Bid Number: 7074P

CNCL - 210

Fees for MyBusiness Phase 4

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 4 of this Project.

1. In the 'Phase 4 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
2. In the 'Phase 4 Tasks/Activities' column, insert all **required** tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved;
3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
4. In the 'Lump Sum' column, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 4 Deliverables	Phase 4 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total
				*
			Subtotal:	

Fees for Software Licensing/ Subscription

Proponent's should state their Proposed licensing or subscription fees for the product (cost per end user license if applicable). Should the Proponent have multiple licensing options available, the City expects that the Proponent will submit their additional software options in the form entitled 'Optional Fees'.

Product Name	Product Type	Product Description	Unit of Measure	Quantity	Unit Price	Regular Discounts	Subtotal	Added Government Discounts	Total
	Select A Value ▾		each						*
	Select A Value ▾		each						
	Select A Value ▾		each						
								Subtotal:	

Fees for Annual Software Support and Maintenance

Proponent's should state the annual support and maintenance renewal fees that will be charged to the City after the initial Term of the Agreement (two [2] years). Please refer to the RFP, Draft Contract Documents for Terms relating to the annual renewal escalation percentage maximums.

Description	Renewal Fee *	Lump Sum
Annual renewal cost for the provision of software support and maintenance services - Year 3		*
	Subtotal:	

Value Added

Proponents should provide information on all value added services, further discounts and/or cost saving strategies offered to the City in the Proponent's Proposal. Be advised that all cost savings in dollar amounts listed in this form will not be subtracted from any amount in the 'Summary Table'.

☐ We will not be submitting for Value Added

Value Added Items	Describe Benefit to the City	Savings (in Dollar Amounts)

Optional Fees

Proponent's should list any other **optional** goods and/or services that may not have originally been accounted for in this RFP and/or that may enhance the requirements identified herein.

Be advised that optional goods or services fees listed in this form will not be included or added into the Summary Table (Contract Subtotal) and are for the City's consideration only. All goods and services entered into this form are non-required, optional products or services.

Examples of optional items that may be offered to the City are, but not limited to, the following:

- additional support and/or maintenance fees (over and above the support services included in the Proponent's Proposal);
- further enhancement options, updates and or upgrades;
- further services, such as custom builds not included in the solution;
- additional deployment, integration, testing and or training services.

☐ We will not be submitting for Optional Fees

Goods/Service List	Description	UOM	Unit Price	Qty	Total
				Subtotal:	

Form of Financial Proposal Information

Proponents should disclose all assumptions made while putting together their price Proposal and provide any other additional information that the City should be aware of, relevant to their Financial Proposal. Proponent's are required to reference the section within the Pricing Schedule if they are providing additional information or supporting comments in this form.

☐ We will not be submitting for Form of Financial Proposal Information

Section Reference	Assumptions/ Comments/ Supporting Information
General Pricing Information	
Fees for Discovery Phase 1	
Fees for Development Phase 2	
Fees for Development Review and Fine Tune Phase 3	
Fees for MyBusiness Phase 4	
Fees for Licensing/ Subscription	
Fees for Annual Support and Maintenance	
Optional Fees	

Summary Table

Bid Form	Amount
Fees for Discovery Phase 1	
Fees for Development Phase 2	
Fees for Development Review & Fine Tune Phase 3	
Fees for MyBusiness Phase 4	
Fees for Software Licensing/ Subscription	
Fees for Annual Software Support and Maintenance	
Subtotal Contract Amount:	

Bid Questions

Please provide the following contact/ business information:

Name of Representative:	
Title of Representative:	
Emails of Representative:	
Phone Number of Representative:	
Phone Extension (if applicable)	
GST Registration Number (if no GST registration number is provided, will be considered as not registered for GST):	
If the Proponent is a partnership or a joint venture, the name of the partnership or joint venture	

Executive Summary

The executive summary should provide a synopsis of the Proponent's overall approach to the performance of the Work and set out the key points of the Proponent's Proposal that demonstrates the Proponent's understanding of the Project (including background, objectives and scope) and the Work to be provided.

Proponent Response *

Company Background and Expertise

Proponent's must provide information on their company background, experience and service level expertise.

Proponent Background and Expertise	Proponent Response *	
Provide a corporate profile of the Proponents firm outlining its history, philosophy and mission.		*
Describe the full range of services offered by the Proponent and explain how the proposed services/solution align with the City's requirements, corporate goals and objectives.		*
Describe the Proponent's overall operational capacity to perform the Work, including a description of resources available, current staffing level and capabilities.		*

Bid Number: 7074P

Past Projects including References

1. Proponents should list three (3) current and past projects from within the last five (5) years, delivered to three (3) different clients with a focus on clients that are most similar to the City that demonstrates the Proponent's experience with performing work similar to the Work.

2. Information and experience provided for each project, should include, but is not limited to, the following:

   - project date(s);

   - description of the project;

   - description of the Proponent's role in the project;

   - the name of the customer or organization whose project it was; and

   - the name and contact information (address, telephone number and email address) of the Proponent's primary contact for such customer or organization.

	Reference #1 *	Reference #2 *	Reference #3 *	
Company				*
Reference Name				*
Phone				*
Email				*
Total Price of Contract				*
Date Commenced				*
Date Completed				*
Describe the past Project, including details of the Proponent's approach and list all deliverables.				*
Describe the service/ solution delivered and further detail how it met the client's needs.				*
List the data security measures that were enforced in the past Project by the Proponent, including all measures to ensure compliance with the Province of British Columbia personal information privacy legislation.				*
Provide an overview of the end user and administrator training program(s) provided by the Proponent in the past Project.				*
Provide details of the challenges faced during the past Project; how the Proponent addressed all issues and then overcame those challenges to achieve the desired outcome.				*

Proponent's Proposed Team

Provide details about the Proponent's proposed team to be assigned to perform the Work, including:

1. Identify and list each individual that the Proponent proposes to assign to perform the Work;
2. For each project team member, set out their qualifications and experience, as well as past projects and their respective roles played in those projects;

Proponent's must demonstrate how each individual team member proposed clearly reflects relevant project skillsets, qualifications and expertise to carry out the Work and deliver all Project deliverables set out in the RFP. Proponent's are required to ensure that detailed resumes for each proposed personnel is provided in addition to this form within section 'Document Uploads'.

The City expects that for each subcontractor assigned to the work, the Proponent will include their individual qualifications, background and experience in this form and also provide their individual Resume(s).

Full Name	Proposed Role	Experience Highlights	Qualifications and Credentials	Past Project Names and Roles	
					*
					*
					*

Bid Number: 7074P

CNCL - 214

Methodology and Approach to the Work

A Proponent's Proposal should include sufficient information that demonstrates the Proponent's strength and ability to deliver the Work, including creative and/or innovative approaches to perform the Work. Proponent's should ensure that the approach and methodology for each phase is clearly and completely covered in this section.

Methodology	Response*	
Include a short narrative covering the key elements within each phase of the Project, that describes how the Proponent's proposed methodology will meet the specific requirements for the Work as set out in the draft Contract Documents.		*
Provide a detailed implementation project plan for the City's onboarding, including technical integration, testing, go-live deployment and user training.		*
Describe the proposed training plan, including training materials required for implementation and ongoing use of the Solution. Provide details on the training approach, roll-out schedule and other relevant training requirements.		*
Describe the Proponent's change management practices that will be enforced throughout the implementation and transformation. Outline process stages that highlight: communications and end user adoption and training plans.		*
Highlight any innovative approaches, best practices and/or tools that the Proponent intends to use to perform the Services. Describe how this approach benefits the City and ensures that all project objectives and goals are met.		*
Provide a list of the City's staff whose participation in the Project is anticipated by the Proponent and is necessary in order to perform the Work, including, for each such person, a brief description of the nature of his or her participation and the Proponent's estimated time requirements for such participation.		*

Phase 1 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 1 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 1 Description Of:	Proponent Response*	
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 1 objectives and milestones.		*
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 1, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		*
Milestones - Outline and explain the milestone(s) within Phase 1 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		*

Phase 2 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 2 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 2 Description Of:	Proponent Response*	
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 2 objectives and milestone(s).		*
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 2, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		*
Milestones - Outline and explain the milestone(s) within Phase 2 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		*

Phase 3 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 3 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 3 Description Of:	Proponent Response*	
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 3 objectives and milestone(s).		*
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 3, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		*
Milestones - Outline and explain the milestone(s) within Phase 3 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		*

Phase 4 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 4 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 4 Description Of:	Proponent Response*	
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 4 objectives and milestone(s).		*
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 4, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		*
Milestones - Outline and explain the milestone(s) within Phase 4 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		*

IT Security Requirements

Proponent's are required to confirm their ability to meet all IT security requirements set out below, and disclose any issues, concerns or required additional measures to be taken by the Proponent to ensure compliance.

IT Security Minimums	Confirm Ability *	Supporting Comments	
All data exchanged over the mobile app must be encrypted with minimum TLS 1.2 using strong cipher suite.	⊙ Yes ⊙ No		*
Product/ solution to be HTTPS compliant with minimum TLS 1.2 for transport layer security	⊙ Yes ⊙ No		*
All data to be encrypted at rest using a minimum AES 256 encryption standard	⊙ Yes ⊙ No		*
If a hosted solution, to be hosted in Canada	⊙ Yes ⊙ No		*
Non-recommended cipher suite for TLS 1.2 should be disabled by default to ensure all communication will adhere to TLS 1.2 compliance.	⊙ Yes ⊙ No		*
Validation rules in place for files being uploaded, picture types, file sizes.	⊙ Yes ⊙ No		*

IT Technology Requirements

Proponent's are required to confirm their ability to meet all IT technology requirements set out below, and disclose any issues, concerns or required additional measures to be taken by the Proponent to ensure compliance.

IT Technology Minimums	Confirm Ability *	Supporting Comments	
Application proposed is iOS compatible.	○ Yes ○ No		*
Application proposed is Android compatible.	○ Yes ○ No		*
Application proposed supports the latest and next-to-last versions for iOS, including the following form factor: iPhone SE iPhone 11 iPhone 11 Pro iPhone 11 Pro Max iPhone 12 mini iPhone 12 iPhone 12 Pro Max	○ Yes ○ No		*
Application proposed supports Android 8 and above and testing on mainstream Google, LG and Samsung devices.	○ Yes ○ No		*
Proponent confirms that the end product (final, developed and full functioning application) will be a native mobile application.	○ Yes ○ No		*
API for backend Web Services are Hapi.js on Node.js	○ Yes ○ No		*
The proposed mobile application must use ForgeRock SDK to implement user login/logout.	○ Yes ○ No		*
The proposed mobile application backend will use FireBase for push notification and data synchronization.	○ Yes ○ No		*

Application/Development Requirements

Proponent's must populate this form to provide confirmation of their proposed application's ability to meet the minimum integration requirements set out in the draft Contract Documents.

By confirming yes to the listing enclosed, the Proponent is gauranteeing their proposed application will seamlessly integrate with the City's application and development requirements, any alternatives indicated must clearly demonstrate compatibility, suitability and ease of use/integration.

Line Item	Application/ Development Requirement	Confirm Ability *	Supporting Comments/ Alternative Details	
1	Will the proposed application consume existing City REST APIs to provide features required by the app?	○ Yes ○ No		*
2	Will the developer need to develop new City APIs for consumption by the mobile app? If yes, please indicate the quantity and reason in the supporting comments section.	○ Yes ○ No		*
3	Will the newly developed APIs have the capability to integrate through REST API, Web services (SOAP), or direct database connection with line-of-business applications to expose functions and render information?	○ Yes ○ No		*
4	Will the newly developed REST APIs be developed in compliance with the City of Richmond's REST API development guidelines?	○ Yes ○ No		*
5	Will the proposed application enable MyRichmond account login and integrating with FaceID/TouchID in iOS version of the mobile app and fingerprint authentication on Android?	○ Yes ○ No		*
6	Will the proposed application enable registration of new MyRichmond accounts and perform account maintenance functions such as password reset and editing account personal information, communication subscriptions...etc.?	○ Yes ○ No		*
7	Will the proposed application allow customers to logout of the MyRichmond account?	○ Yes ○ No		*
8	Will the proposed application include the ability to easily enable mobile push notifications and allow the customer to subscribe to specific types of City programs.	○ Yes ○ No		*
9	Will the Mobile push notifications in the proposed application be personalized to the current account login?	○ Yes ○ No		*
10	Will the proposed application enable viewing capabilities for the the user's (and his/her family's) registered recreation programs and activities by integrating with the Recreations Program application?	○ Yes ○ No		*
11	Will the proposed application retrieve a set of registered activities using geolocation and allow the customer to check-in using the mobile app and enable the generation of a digital chit?	○ Yes ○ No		*

12	Will the proposed application integrate with Game Centre in iOS version to unlock achievements and update the leader board?	○ Yes ○ No		*
13	Will the proposed application be able to create a Digital Recreation Membership Pass that can be used instead of a physical plastic membership card to access memberships purchased at City recreation facilities?	○ Yes ○ No		*
14	If yes to #13, will the iOS version of the proposed application optionally allow the digital pass to be placed in an Apple Wallet?	○ Yes ○ No		*
15	Will the proposed application display the recycling/garbage collection calendar for the zone associated with the account's home address by calling the Recycling provider's REST API?	○ Yes ○ No		*
16	Will the proposed application display the City's CRM application case history and status for requests escalated by the customer?	○ Yes ○ No		*
17	Will the proposed application enable customers to create a new CRM request and updates as well as integrate with a device camera and photo library to upload relevant images?	○ Yes ○ No		*
18	Will the proposed application allow client to purchase CCTV footages and ability to search for nearby traffic cameras using geolocation?	○ Yes ○ No		*
19	Will the proposed application allow customers to view and manage linked properties for property taxes and utility billings: account information, current bill details, payment history and property assessment?	○ Yes ○ No		*
20	Will the proposed application enable customer to make a payment for property tax or utility billing using Chase E-Xact hosted payment solution?	○ Yes ○ No		*
21	Will the proposed application allow user to view and manage linked dog licenses and information?	○ Yes ○ No		*
22	Will the proposed application enable usage analytics using Google Analytics?	○ Yes ○ No		*
23	Will the proposed application navigate to the City's Web-based Business Licensing System (Citizen Portal) on the phone's browser (Safari/Chrome) while extending the mobile app authenticated session to the web-based Citizen Portal (feasibility is part of Discovery Phase)?	○ Yes ○ No		*
24	Will the proposed application enable linking and de-linking the MyRichmond account to one or more existing business licenses; Linking for primary business license owner will be achieved through SSO federation?	○ Yes ○ No		*
25	As it relates to #24 above, the primary owner can also conduct additional linking and administrative delegation through launching Citizen Portal?	○ Yes ○ No		*
26	The proposed application will enable viewing of business licenses that are currently linked to the MyRichmond account with the added ability to launch a detailed view of selected license(s) in Citizen Portal?	○ Yes ○ No		*
27	The Customer will be able to view business license(s) status and download a digital copy of business license in Citizen Portal.	○ Yes ○ No		*
28	The Proponent is able to enhance and create API Middleware to retrieve a list of business licenses currently linked to a MyRichmond Account will be included.	○ Yes ○ No		*
29	The application will include relevant UI navigation features allowing customer to launch Citizen Portal to view a listing of payment history for a business license and ability to download the transaction receipt in PDF format.	○ Yes ○ No		*
30	The application will include relevant UI navigation features allowing customer to launch Citizen Portal to make amendments on a business license for attributes such as: mailing address, owner address, emergency contact, contact phone number, contact email address, remove an owner, and opting in for paperless contact preference. For any attribute limitations, state/ list and describe all limits and/or restrictions.	○ Yes ○ No		*
31	Confirm that changes made, such as those described in #30 above do not require the customer to resubmit a new business license application.	○ Yes ○ No		*
32	The application will include relevant UI navigation features allowing customer to launch Citizen Portal to renew their business license.	○ Yes ○ No		*
33	The proposed application will allow customers will make payments to renew one or more business licenses using eXact Hosted Checkout solution.	○ Yes ○ No		*
34	Customers will have the ability to submit a request to cancel a linked business license.	○ Yes ○ No		*
35	The Proponent is able to enhance and create API Middleware adding a request to a queue to cancel a business license.	○ Yes ○ No		*

Bid Number: 7074P

| 36 | The proposed application will include intuitive UI/UX prompts that will direct users to in-person service counter or MyRichmond Web Portal for use cases that cannot be fulfilled by the mobile app. Such use cases are: submitting a new business license application, add/replace an owner, changing business use and amending business name. | ○ Yes
○ No | | * |

Technical Information

A Proponent's Proposal should include technical information relating to the requirements as set out in the draft Contract Documents and include any and/or all information that demonstrates that the Proponent has the technical understanding and capability to fully execute the Work and deliver the desired product.

Technical Information	Proponent Response *	
Provide all service and product module information required to host and manage a public, micro-services based, single-page web application. Include complete descriptions covering product features, functionality and capability and clearly state how the product/service aligns with the requirements set out in the RFP. Proponent's may also provide as an attachment in the 'document uploads' section a product module including further product functionality and capability.		*
Describe the process for software updates and upgrades, including any associated scheduling requirements.		*
Provide a detailed description of the technical implementation, integration, compatibility and product testing services Proposed.		*
Describe the technical support and maintenance services that will be provided to the City by the Proponent, remotely and/or on-site.		*
Describe the nature and number of reports that the City will have access to from the proposed application.		*
Describe the specific customization capabilities, analytics and functions that will be available for the City to utilize through the application as it relates to creating and generating reports. Please also provide examples of the reports that could be extracted from the proposed application by attaching example reports in the 'documents upload' section.		*
Describe any decommissioning services (if applicable) that the Proponent will need to provide to the City. State the detailed plan, technical action steps and all procedures including rationale for any required decommissioning services Proposed.		*
Provide all documentation guidelines for client-specific configurations and customizations.		*
Respondent's should identify and explain all data security measures that will be taken by the Proponent to ensure compliance with FOIPPA and/or any other City defined IT Security requirements as set out in the RFP.		*
Confirm that your Proposal includes deploying a test user account, in a sandbox environment. If yes, please also confirm sandbox/environment hosted options available to the City.		*
If yes to question #10 above, provide further details on all of the following: (a) the number of accounts and/or users that can have access to the Services; (b) the setup and integration process; (c) disclose any/all restrictions and/or limitations that exist in a test environment (if any) that the City should be aware of; (d) any requirements that may need to be provided by the City, please list all access/resourcing needs.		*

Bid Number: 7074P

Additional Functionality/ Capability

Proponent's should populate the additional functionality table to provide specific input on the proposed applications functionality, features and/or capabilities for the City's consideration that is:

- currently available as an add-on for an extra cost;
- currently available customized add-on for an extra cost;
- a future offering, not currently available, at an extra cost;
- a future offering, not currently available, at no extra cost;

IMPORTANT NOTE: Features and functionality listed within this table are those options that are (or may be in future) available to the City but is not included as part of the Proponent's proposal. Should the Proponent have no additional functionality or capability to offer, please state so in one of the optional fields within the table.

☐ We will not be submitting for Additional Functionality/ Capability

Description of Additional Functionality	Function/ Feature is:	Benefit/ Supporting Comments	Extra Cost (if applicable)
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		
	Select A Value ▾		

Proposed Amendments to Commercial Terms

The Proponent should list below any proposed amendments to the commercial terms for the final Contract as invited under **Section 2.11** of the RFP (include the applicable section reference in the Contract Documents and the rationale and the benefit to the City [such as the amount of cost-savings], if any, for each proposed amendment). **Except as may be specifically listed below, the Proponent will be deemed to fully accept all the commercial terms for the final Contract as described by the Contract Documents.**

☐ We will not be submitting for Proposed Amendments to Commercial Terms

Line Item	Section *	Proposed Amendment *	Rationale and Benefit *
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

Subcontractors

Provide a complete list of all subcontractors, if any, that the Proponent will use for the Work, including full names and their role in the Work.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Description	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
Subcontractor Name						
Subcontractor Role						
Contact (name, title, email, telephone no.)						
List all tasks and/or activities the Subcontractor will be responsible for						
Approximate Percent of the Work to be Subcontracted						
Approximate Value of the Work to be Subcontracted						

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Please provide all of the following information:

1. A Project Team chart that identifies the individuals the Proponent proposes to assign to perform the Work under the Contract. The Project Team chart should include the Proponent's internal reporting structures, their area of responsibility and clear lines of accountability;

2. A detailed resume for each individual that the Proponent proposes to be assigned to perform the Work (including all subcontractor personnel), **please ensure:**
   - **that all resumes are contained within a single upload/ document;**
   - each resume is no more than 2 pages in length, acceptable formats include .pdf or MS word
   - resumes should;
     - state the proposed personnel name and role to be assigned to the project including their area of responsibility;
     - include relevant experience and cover all skillsets demonstrating the individuals capabilities and fit with respect to the Work;

3. Provide a comprehensive schedule of activities, covering all target deadlines within each phase, in a chronological timeline from beginning of the Project to Project completion.
   - Please provide this detail in a format such as; a Gnatt Chart, or Microsoft Project Teams, or any other similar project scheduling format that can be uploaded.

4. Provide a copy of the Service Level Agreement, acceptable formats include Word or PDF.

5. Provide a copy of the End User License Agreement (if appliable), acceptable formats include Word or PDF.

6. Warranty information if applicable.

7. Product Module (optional if the information was not already provided in the Technical Information Form).

8. Sample Report(s) that will be available for the City through the proposed application.

- Project Team Chart * (mandatory)
- Resume(s) * (mandatory)
- Schedule of Activities (Gantt Chart or similar format) * (mandatory)
- Service Level Agreement * (mandatory)
- End User License Agreement ("EULA") if applicable (optional)
- Warranty (optional)
- Product Module (optional)
- Sample Reports (optional)

Addenda, Terms and Conditions

The City expects that:

a) If the Bid includes a Bid Price, the Bid, including the Bid Price, will remain fixed and open for acceptance from the Closing Time until 11:59:59 PM Pacific Time on the date that is ninety (90) days after the Closing Time, whether or not a Contract has been awarded under this Bid; and

b) after the expiry of such ninety (90) day period, a Bid Price may not be adjusted unless the Bid provides notice in writing to the City of any proposed adjustment and demonstrates to the satisfaction of the City that the Bidder has used its best efforts to continue to maintain the prices and input costs firm and valid.

⌐ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? ⌐ **Yes**   ⌐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages

There have not been any addenda issued for this bid.

Bid Number: 7074P