

**CUSTOMER IDENTITY AND ACCESS MANAGEMENT SOLUTION** REQUEST FOR PROPOSAL NO. 21-114

**Closing date and time:**

Proposals should be received before **2:00 PM Pacific time on July 2, 2021**. The City will commence evaluation of responses after that time and reserves the right at its sole discretion to accept or reject any responses received after that time.

**How to submit a proposal:**

Email *one single file in pdf format* to purchasing@delta.ca.

**Addenda:**

It is the sole responsibility of the Proponent to ensure it has obtained, prior to the closing date and time set out above, any addenda issued by the City of Delta. Addenda will be posted on BC Bid.

**Submission of Questions:**

Any questions are to be submitted in writing, by email, to the contact person below. Questions should be submitted by June 24, 2021. The City will endeavour to respond to all questions received before this date. There may be insufficient time to respond to questions received later.

**Contact person:**

Shawn Sheehy, Purchasing Manager

Email: purchasing@delta.ca

**Issue date:**

June 16, 2021

**City of Delta**

4500 Clarence Taylor Crescent | Delta, BC V4K 3E2 | 604 946 6733

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**1.0 Project Requirements**

City of Delta (Delta) seeks to acquire a customer identity and access management solution (CIAM) to support a consolidation of online services including PerfectMind, Tempest, our TalkDelta mobile app, and new corporate website. The purpose of this request for proposal is to solicit competitive proposals for the most appropriate CIAM solution from a qualified proponent at a firm, fixed price (including, but not limited to, software licensing, implementation services, education and training, support and maintenance, and associated software and services) to allow the City’s customers to access Delta provided online services.

1.1. **Background:**

City of Delta does not currently have a CIAM in place and the public must use different access credentials when accessing the various services provided by different backend applications. The chosen CIAM solution will allow our residents to access these services using one login account. It is envisioned that the chosen solution will support our customers on both web and mobile channels, with an eye towards future integration providing unified access across all channels including in-person and call centre.

**1.1.1.Technical Background:**

Delta uses the following backend applications to provide services today:

(a) PerfectMind: Parks, recreation, and culture online services for activity registration, memberships, facility booking, and point of sale.

(b) CentralSquare Tempest 8: MyCity portal for access to electronic documentation, tax and utility information, licensing information, electronic license and permit submission (eApply), and payment services for tax, utility, licensing, and ticketing.

(c) Hyland OnBase: Used for electronic plans submission through the MyCity portal system of Tempest.

(d) TalkDelta: Inhouse designed and built mobile platform providing access to web services like news and events, and ability to submit service calls and information queries (Tempest) to staff. Ionic built front end driven by REST API backend.

(e) ESRI ArcGIS: DeltaMap external GIS mapping system powered by ArcGIS.

(f) Website: Currently being upgraded on the Drupal 8 platform and intended as a central point of access to the above services.

(g) Microsoft Active Directory: Used for staff internal enterprise directory services. (h) Microsoft Exchange 2019: Used for internal E-mail.

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**1.1.2. Features**

Delta would like to see the following features:

(a) A single management platform, or a limited number of management platforms that has a similar look and feel; and/or

(b) A management platform that allows for remote management.

(c) Multiple layers of account security in addition to optional two-factor authentication.

(d) Allowed use of an authenticator application like Duo from Cisco for two-factor authentication and not exclusively SMS.

Other data that may be useful in preparing your Proposal:

• The current population of City of Delta is approximately 100,000.

• 75,000 is the assumed upper bound of registered users.

• 10,000 is the assumed upper bound of average monthly authentications.

• 50,000 is the assumed upper bound of peak monthly usage.

The Consultant will need to work with Delta in preparing a Privacy Impact Assessment and comply with the Freedom of Information and Protection of Privacy Act [RSBC 1996] Chapter 165, and Canada’s anti-spam legislation (CASL).

**1.1.3. Technical Requirements**

| Part A - General Requirements | |
| --- | --- |
| A.1 | City of Delta retains full ownership of all customer data (personal, consent, usage) held in the CIAM and has the right to access it at any time. |
| A.2 | Extensive ability to customize the design (graphics, interactions, layout, style) of the customer-facing user interfaces including user registration, sign-in, sign-off, notifications, etc. to permit Delta the ability to create a uynified look and feel that matches the new City of Delta website. |
| A.3 | Support for Open ID Connect / OAuth2 and Authorization Code, Implicit, and Hybrid Flows. |
| A.4 | Support for multi-factor authentication including support for authenticator applications (define which) for account creation and modifications. |
| A.5 | Integration with 3rd party federated identity providers (eg. social media such as Facebook, Google, etc). |
| A.6 | Ability to manage and extend custom data attributes for user profiles. |
| A.7 | Risk-based (IP, behavioural) and fraudulent usage (geographic and/or frequency impossibility) prevention |
| A.8 | Support for native iOS and Android mobile application and identity integration. |

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A.9 Ability to integrate with unified communication platforms (eg. phone and call center integration.) including CISCO related products and Microsoft O/M365.

| A.10 | Ability to configure and ask the user a series of questions in order to assess identity verification. This may require integration with our backend applications. |
| --- | --- |
| A.11 | Approval of identity verification may be required and performed via a workflow before access is granted to certain services and applcations. |
| A.12 | The solution should facilitate access control to each online application provided by City of Delta. |
| A.13 | Developer SDK, documentation, forums, and technical support. Solution that can generate skeleton code would also be helpful. |
| A.14 | SaaS solution to be hosted in a Canadian data centre. |
| A.15 | Programmatic access (eg. APIs) to all actions, data, and logs stored in the identity management solution. Full data extraction capabilities for migration, backups, etc. |
| A.16 | Ability to capture and store user consent with metadata for audit purposes. City of Delta will be providing access to users under a “prescribed informed consent” model and should comply with Province of B.C. FOIPPA legislation. |
| A.17 | Ability to delete all user’s personal data when prescribed consent is removed |
| A.18 | Store phone # in the cloud as a hash, then unencrypt and use in integrated web portal when required. |
| A.19 | Push notifications can be sent to a vendor-provided installed app that the user can verify for password reset/recovery or escalation. Or another easy means of password reset/recovery or escalation verirfication (please specify if different). |
| A.20 | Vendor-provided app can support Apple TouchID for user authentication. If solution supports additional fingerprint ID (e.g. Android fingerprint ID) please specify. |
| A.21 | Solution should provide for the ability to have production and non-production instances. |
| A.22 | The solution must support a hybrid application architecture where the applications may reside on-premises or are hosted in the cloud, but this will be seamless to the end-user. |
| A.23 | Integration capabilities with CRM solution or other user stores with custom data attributes. |
| Part B - User Registration | |
| B.1 | Perform knowledge-based authentication before registering a user. |
| B.2 | If available, ask about recent transactional information when registering a user. |
| B.3 | Allow linking of social media (Facebook, Twitter, LinkedIn) to the registration for at least low value transactions. |
| B.4 | If available, send email and SMS text registration notifications about the registration. |
| B.5 | Use device ID or IP to identify high-risk devices and force 2FA in these situations. |
| Part C - Device Registration | |
| C.1 | Use a standard process for device registrations |
| C.2 | Provide a facility to manage devices registered and, for auditing purposes, retain a list of all registered devices indefinitely. |
| C.3 | Provide a way of detecting down-revision mobile applications and optionally limiting user logins or transactions from them. |
| C.4 | Authenticate the mobile device and mobile application before the user logs in. |
| C.5 | When the user first tries to use a new device on a channel, challenge them with 2FA. |

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C.6 Use device ID and IP reputation to create a risk score governing when a user is challenged to register a new device or during new device registration.

| C.7 | Notify the user on other channels that the list of registered devices has changed on the current channel |
| --- | --- |
| C.8 | Use device ID and IP reputation SDK in the mobile application to create a risk score governing when a user is challenged during this task. |
| C.9 | Ability to send down an encrypted cookie (or certificate) to the user’s device to act as an indefinite second factor |
| Part D - Standard Login and Authentication | |
| D.1 | Segment our customer population to define who gets challenged with 2FA for this task, and show the customer the timestamp of their last successful and unsuccessful login. |
| D.2 | Use device ID and IP reputation, velocity, etc., to create a risk score governing when a user is challenged with 2FA during login. |
| D.3 | Provide a single web sign-on interface to log in the customer, or use social login (Facebook, Twitter, LinkedIn, etc.). |
| D.4 | Provide functionality to monitor the riskiness of the user traffic before, during, and after this task. |
| D.5 | Limit how many times a user can be logged in concurrently across all channels. |
| D.6 | Store user name and password for a user. |
| D.7 | When the user logs in outside of their normal location (e.g., overseas, etc.), prompt the user for the password even if they saved it before in the mobile application. |
| D.8 | Mobile application can use certificates or social login (Facebook, Twitter, LinkedIn, etc.) for authentication. |
| D.9 | Integration with the single web single sign-on interface in the mobile application. |
| D.10 | Use device ID and IP reputation SDK in the mobile application to create a risk score governing when a user is challenged during this task. |
| Part E - High-risk transaction challenge and/or step-up authentication | |
| E.1 | The ability to segment our customer population to define who gets challenged with 2FA for this task. |
| E.2 | Use device ID and IP reputation to create a risk score governing when a user is challenged with 2FA before high-risk transactions. |
| E.3 | Depending on customer segmentation, provide hardware or software OTP tokens to select customers. |
| E.4 | Reauthenticate the mobile application before allowing this task to proceed. |
| E.5 | Provide functionality to monitor the riskiness of the user traffic before, during, and after this task. |
| E.6 | Support process to step-up authenticate the customer and use continuous authentication to terminate the sessions of users who behave suspiciously. |
| E.7 | Use out-of-band 2FA to authenticate the user before allowing this task to complete. Perform continuous authentication to terminate the sessions of users who behave suspiciously. |
| Part F - Change User ID | |
| F.1 | Check for attack vectors (wildcards, SQL injection, etc.) when the user name is changed. |
| F.2 | Do not recycle user IDs. |

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F.3 Store the customer's previous user IDs and track for auditing.

| F.4 | Use a random GUID as a unique key for users. |
| --- | --- |
| F.5 | Check for profanity in user names. |
| Part G - Change security questions and answers | |
| G.1 | Security questions can be an addition to 2FA but not a replacement. |
| G.2 | Ability to predefine a set of security questions. |
| G.3 | Ability for the user to define their own set of security questions. |
| G.4 | Security questions can be used for risk-based escalation and password recovery/reset. |
| G.5 | Ability to notify customers of a security question change. |
| Part H - Change E-mail address | |
| H.1 | Users must authenticate before changing their email address |
| H.2 | Send email notification to both the old and the new email address and ask for confirmation of the new email address before completing this task. |
| H.3 | Use device ID and IP reputation to create a risk score governing when a user is challenged with 2FA before allowing this task. |
| H.4 | Provided option to notify the customer in a text message after this task. |
| H.5 | Do not use the email address as the primary key in the customer's record. |
| Part I - Change Web Password | |
| I.1 | Password strength policy should be configurable. |
| I.2 | The customer can answer security questions before allowing this task to complete. |
| I.3 | Show a password strength meter that give real time indication to the user while they are changing their password. |
| I.4 | Use captcha to test for humans before allowing this task to complete. |
| I.5 | Send email notification and/or text message notification when this task is complete. |
| Part J - Recover User ID | |
| J.1 | After customer provides email address, do not tell the user if this email address is in our database and is associated with a valid user account. |
| J.2 | Use device ID fingerprint and IP address reputation and risk score before allowing this task to proceed, and use explicit OTP 2FA challenge before allowing this task to proceed. |
| J.3 | Send a one-time URL to the registered email address that the user can click on to proceed. |
| J.4 | Challenge the user with a captcha or use alternate means of preventing brute force attacks before allowing this task to proceed |
| J.5 | Challenge the user to supply varying fields of their customer record that are not visible online (e.g. DOB, etc.) |
| Part K - Recover Web Password | |
| K.1 | After customer provides user ID, do not tell the user if this user ID is in our database and is associated with a valid user account. |
| K.2 | Use device ID fingerprint and IP address reputation and risk score before allowing this task to proceed, and use explicit OTP 2FA challenge before allowing this task to proceed. |
| K.3 | Send a one-time URL to the registered email address that the user can click on to proceed. |
| K.4 | Challenge the user with a captcha or use alternate means of preventing brute force attacks before allowing this task to proceed |

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K.5 Challenge the user to supply varying fields of their customer record that are not visible online (e.g. DOB, etc.)

| Part L - Logout / Session Time-out | |
| --- | --- |
| L.1 | Implement single log-out and session time-out across all properties: If the user logs or times out on one property, their session is automatically terminated across all other properties. |
| L.2 | Proactively and programmatically clear high-risk objects (local cache, cookies, objects, etc.) from the browser. |
| L.3 | Upon logout, clear the screen and do not show transactions on actively logged out or timed out sessions. |
| L.4 | Log out sessions if a single user is logged in concurrently or in case of erratic/suspicious behavior during the session (too short of a time changing between pages, etc.) |
| L.5 | Use slightly varying automatic inactivity logout times depending upon activity |
| Part M - Deregister Device | |
| M.1 | Keep track of all registered devices forever for forensic and fraud management purposes. |
| Part N - Additional Security Measures | |
| N.1 | Cleanse all HTTP error messages of HTTP server product names, versions, etc. |
| N.2 | Use mutual authentication and educate customers to not enter passwords unless they see their seal. |

1.2. **Project Scope and Deliverables**

The Consultant shall be responsible for ensuring proper execution of the project and at all times shall exercise the standard of care, skill and diligence provided by a professional specializing in the performance of services similar to those contemplated by the project.

The Scope of Services will include but is not limited to the following deliverables:

i. Integration of CIAM solution into new in-development delta.ca website built on Drupal 8 CMS.

ii. Integration of CIAM solution into PerfectMind portal.

iii. Integration of CIAM solution into Tempest MyCity portal.

iv. All necessary administration and maintenance training for Delta staff to manage the CIAM.

v. All necessary documentation to support implementation, ongoing maintenance, and technical configuration of the CIAM.

The Consultant can perform the work remotely. The City wishes to have all work to be completed by **August 31, 2021**.

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**2.0 Request for Proposal Process**

2.1. **Enquiries**

All enquiries related to this Request for Proposal should be directed, in writing, to the contact person shown on the front page of this Request for Proposal. Information obtained from any other source is not official and should not be relied upon. The City of Delta will attempt to provide a response to all questions received prior to the deadline for questions. Enquiries and responses will be recorded and may be distributed to all Proponents at the City of Delta’s option. Should a correction to the Request for Proposal be necessary or should additional information become available during the Request for Proposal process, it will be distributed in the form of an addendum. Addenda will be posted on BC Bid. The City of Delta assumes no responsibility for notifying individual Proponents of the existence of addenda.

2.2. **Estimated Time Frames**

The following timetable outlines the anticipated schedule for the Request for Proposal and Contract process. The timing may vary and will ultimately be determined by the City of Delta. The City of Delta will not be responsible for any costs incurred by the Consultant related to changes in the estimated time-frames.

| Event | Anticipated Date |
| --- | --- |
| Contract award | July 13, 2021 |
| Project Completion | August 31, 2021 |

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**3.0 Evaluation Criteria**

3.1. **General Criteria**

The following are general requirements.

Criteria

| 3.1.1. The proposal should be received by email before the closing date and time shown on the front page of this Request for Proposal. |
| --- |
| 3.1.2. The proposal should be signed by a person authorized to sign on behalf of the Proponent. |

3.2. **Desirable Criteria**

Proposals meeting the General Criteria will be further assessed against the following desirable criteria.

| Criterion | Weight | Minimum score |
| --- | --- | --- |
| 3.2.1. Proponent Capability and  Experience | 30% | 18/30 |
| 3.2.2. Proposed Solution, Methodology, and Work Schedule | 30% | 18/30 |
| 3.2.3. Fee | 40% | N/A |

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**4.0 How to Respond**

4.1. **Proponent Response**

In order to receive full consideration during evaluation, proposals should include the following:

4.2. **To Meet General Criteria**

4.2.1. Email one single file in pdf format to purchasing@delta.ca. Make sure it is received before the specified closing date and time. Feel free to request an email to confirm receipt. What do we want back? We should explain clearly how to bid.

4.2.2. Make sure your proposal is signed. Include a signed letter or statement substantially similar in content to the sample Proposal Covering Letter

(Appendix A).

4.3. **To Meet Desirable Criteria**

In your proposal, please be sure to address each point that follows, preferably in the order they are presented. It is a good idea to include a table of contents and ensure the pages are consecutively numbered.

**4.3.1. Proponent Capability and Experience**

a. Describe your firm’s primary business and its experience, qualifications, and ability to provide the services described. Provide a summary of similar

projects you have recently completed. For each past project, provide project name, project location, scope of services provided, contact name, contact title, phone number, and email address. Provide as many examples as you like but please highlight at least three references Delta can contact readily.

b. Identify any sub-consultants you propose to use and explain why you chose them to participate.

c. If your cloud service has undergone any third party cloud security assurance or certification (example: ISO/IEC 27001/27002:2013, ISO 27018, IRAP, SOC 2, UK G-Cloud, etc.) please indicate which certification was achieved and provide a copy of the certification or assurance certificate.

d. If your cloud service provider is registered with the Cloud Security Alliance “Security, Trust & Assurance Registry” please indicate which level of

assurance it has achieved.

e. If your cloud service is PCI compliant please provide a copy of the PCI certification.

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f. If the cloud service organization doesn’t meet any of questions d, e, and f, but has completed an industry standard cloud security self-assessment (example: Cloud Security Alliance Cloud Controls Matrix) please provide a copy of the self-assessment.

**4.3.2. Proposed Solution, Methodology, and Work Schedule**

a. Provide a comprehensive description of your project implementation methodology and planning process that pertains to each deliverable listed in Section 1.3. Ensure that all components of your methodology are included and clearly described. If your approach is compliant with or based on a recognized methodology (e.g., Agile, PMBOK, Prince2, etc.), please indicate which one.

b. Describe your system in detail by addressing every point raised by Delta and how your system addresses it. For the list provided in section 1.1.3 please respond with Yes/No and elaborate as necessary.

c. Clearly describe in detail what tasks are “out-of-scope” and the responsibility of Delta staff, being aware that Delta does not currently have capacity to take on a lot of the project work.

d. Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these.

e. Clearly state how many objectives from section 1.2 you propose to complete within the defined budget.

f. Describe what level of training Delta’s administrative staff will be provided on use of the proposed solution.

g. Describe how solution maintenance and upgrades are handled, including how maintenance and upgrades would be scheduled and communicated to the City to minimize impact to users. For major upgrades, indicate whether the City can opt-in or out of beta testing.

h. Describe how upgrades to your system’s software, database, operating system, and/or web server components are handled. How much downtime is required for each of these types of upgrades? Do you have a set schedule of upgrades?

i. Describe your support plans for recovering the system in a timely manner from unplanned outages. Scenarios to address might include remote host Internet access outage, database corruption, and server software failure. Briefly describe how and how often you test your disaster recovery plans.

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**4.3.3. Fee**

Provide a firm fee for this project in accordance with the breakdown as shown below. Fees are to be in Canadian dollars and exclude GST, which will be charged extra at 5%. If any work is to be performed on site, ensure to include all costs of doing the work on site, including all travel time and expenses, document production, etc. Separate claims for disbursements will not be allowed. Please be sure to provide firm prices rather than estimates. Provision of an estimate rather than a firm price may render your proposal non-responsive.

| **Project Stage** | **Firm fee, excluding GST** |
| --- | --- |
| Implementation | $ |
| Service Hosting / Subscription fee (annually) | $ |
| Annual maintenance and support (if applicable) | $ |
| Other fees (specify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) | $ |
| Disbursements | $ |
| **Total** | $ |

If applicable, please describe your method for assessing additional licensing costs for increases in the number of active users, registered users, and/or peak usage. Also, include a fee schedule showing optional costs including hourly rates for carrying out post-project work on an “as and when requested” basis. If you have different rates for on-site versus remote, provide both.

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**5.0 Terms and Conditions**

The following terms and conditions will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of the terms that follow and any terms that are included in an addendum issued by the City of Delta. Provisions in proposals that contradict any of the terms of this Request for Proposal will be as if they were not written and do not exist.

5.1. **Terminology**

Throughout this Request for Proposal, terminology is used as follows:

5.1.1. “Contract” means the written agreement resulting from this Request for Proposal executed by the City of Delta and the Consultant;

5.1.2. “Consultant” means the successful Proponent to this Request for Proposal who enters into a written Contract with the City of Delta;

5.1.3. “City” means the City of Delta, a municipal city under the Local Government Act of the Province of British Columbia; and

5.1.4. “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal.

5.2. **Liability for errors**

The City and its employees and agents shall not be held liable or accountable for any error or omission in any part of this Request for Proposal or response to Proponent questions. While the City and/or its employees and agents have made efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in or provided with the Request for Proposal, is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Proponents should not rely exclusively on any information provided in or with this Request for Proposal and should independently verify all such information. Nothing in this Request for Proposal is intended to relieve Proponents from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal. Proponents will be solely responsible to ensure their proposal meets all requirements of the Request for Proposal, to advise the City immediately of any apparent discrepancies or errors in the Request for Proposal, and to request clarification if in doubt concerning the meaning or intent of anything in the Request for Proposal.

5.3. **Modification or cancellation**

The City of Delta reserves the right to modify the terms of this Request for Proposal at any time in its sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the successful Proponent.

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5.4. **Proponent’s expenses and claims**

5.4.1. It is a fundamental condition of this Request for Proposal and the receipt and consideration of proposals by the City that the City, and its respective

employees, consultants and agents, will not and shall not under any

circumstances, including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses,

damages or liabilities (collectively and individually all of the foregoing referred to as “Claims”) incurred or suffered by any Proponent as a result of or related to any one or more of: the Request for Proposal; the preparation, negotiation,

submission, acceptance or rejection of any conforming or non-conforming proposal; the rejection of any Proponent; or the cancellation, modification, suspension or termination of the Request for Proposal process. By submitting a proposal each Proponent shall be conclusively deemed to waive and release the City and its employees, contractors, consultant and agents, from and against any and all such Claims.

5.4.2. By submitting a proposal the Proponent agrees that it shall not claim damages for any matter arising out of this Request for Proposal process or in preparing and submitting a proposal. The Proponent further agrees to and hereby

waives any claim for damages for loss of profit if the Proponent is not selected by the City.

5.4.3. In consideration of the City considering a Proponent’s proposal, the Proponent waives any right it may have to question or challenge the

evaluation of its proposal or any other proposal and releases the City from any Claims arising from the evaluation process or the failure of the City to select that Proponent’s proposal.

5.5. **Indemnification**

Each Proponent shall indemnify and hold the City and its employees, contractors, consultants and agents harmless from and against any and all Claims brought against any or all of them arising out of any act or omission of the Proponent or of any third parties arising out of or relating to the Proponent’s receipt of this Request for Proposal, or the preparation, submission and negotiation of any proposal submitted by the Proponent, where such third parties were directly or indirectly engaged by or through the Proponent in connection with any of the foregoing or where personal injury, bodily damage or property damage is caused by the negligent acts or omissions of the Proponent. Such indemnification shall survive the execution of the Contract, the completion of the goods or services provided under the Contract and the termination of the Contract.

5.6. **Currency and Taxes**

Prices quoted are to be in Canadian dollars, exclusive of GST.

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5.7. **Proponent’s agreement with contract terms**

By submission of a proposal, the Proponent agrees that should it be identified as the successful Proponent it is willing to enter into an agreement with the City of Delta in accordance with the terms of the Contract shown as Appendix B.

5.8. **Use of Sub-Contractor**

Use of a sub-contractor (which should be clearly identified in the proposal) is acceptable. This includes a joint proposal by two entities having no formal corporate links. However, in this case, one of such entities should be prepared to take overall responsibility for successful performance of the Contract and this should be clearly described in the proposal.

5.9. **Conflict of Interest**

The City of Delta will not contract with any firm or individual whose current or past corporate or other interests may, in the City of Delta’s opinion, give rise to a conflict of interest in connection with the work described in this Request for Proposal. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal. If a Proponent is in doubt as to whether it or a proposed sub contractor may give rise to a conflict of interest, the Proponent should, prior to submitting a proposal, consult with the identified City of Delta contact.

5.10. **Proponent Eligibility**

5.10.1. The City of Delta may, in its sole discretion, reject any proposal where, during the bidding period, the Proponent or an affiliated company is under

investigation or is the subject of a prosecution or analogous regulatory

process by the City of Delta or other regulatory or provincial body for failing to comply with the terms of any permit, bylaw, legislative enactment, regulatory instrument, or license relevant to work being undertaken by the Proponent.

5.10.2. The City may, in its absolute discretion, reject any proposal submitted by a Proponent if the use of any real property owned or occupied by the

Proponent, located in the Municipality of Delta and used by the Proponent in connection with the performance of the proposed Contract, including use as an office, as storage or as a works yard, is not a permitted use of that property as established by the City's Zoning Bylaw or any covenant in favour of the City, unless such use constitutes a legal non-conforming use.

5.10.3. The City may, in its absolute discretion, reject any Proposal if the Proponent or any officer or director of the Proponent is or has been, within five years of the date of the Request for Proposal, engaged either directly or indirectly in a legal action against the City or its elected or appointed officers or employees.

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5.11. **Contract Approval and Release of Information**

5.11.1. All documents, including proposals, submitted to the City of Delta become the property of the City of Delta subject to the provisions of the Freedom of Information and Protection of Privacy Act.

5.11.1. Contracts valued at $50,000 and over require approval of Delta Council prior to award. The total bid amount of all proposals and the reason for selecting the successful Proponent will be routinely released at a Regular Meeting of the Delta Council.

5.11.2. Certain other proposal information may be released in accordance with the provisions of the Freedom of Information and Protection of Privacy Act.

Should the Proponent believe that portions of its proposal should be held as confidential, these should be clearly identified. However, even information identified as confidential may be released in accordance with the Freedom of Information and Protection of Privacy Act or a court order. the City of Delta reserves the right to release to the public the total bid price of any

submission, regardless of whether it was identified as confidential. By

submitting a bid or proposal you consent to the release of the total bid price in order to provide transparency in relation to municipal expenditures of this type.

5.12. **No Lobbying**

Proponents should not attempt to communicate directly or indirectly with any employee, contractor or representative of the City of Delta, including the evaluation committee and any elected officials, or with members of the public or the media, about the project described in this Request for Proposal or otherwise in respect of the Request for Proposal, other than as expressly directed or permitted by the City of Delta.

5.13. **Information gained through Request of Proposal Process**

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

Information pertaining to the City of Delta obtained by the Proponent as a result of participation in this project is confidential and may not be disclosed without written authorization from the City of Delta.

5.14. **Proposal Submission**

5.14.1. The proposal should be received by the City, via email to

purchasing@delta.ca, before the closing date and time.

5.14.2. Already-submitted Proposals may be amended or withdrawn in writing, prior to the closing date and time, by submission of a clear and detailed email to

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the contact person shown on the front page of this Request for Proposal. Oral or faxed amendments or withdrawals will not be considered or accepted.

5.14.3. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

5.15. **Proposal evaluation**

5.15.1. Evaluation of proposals will be by a committee formed by the City of Delta and may include employees and contractors of the City. All personnel will be bound by the same standards of confidentiality.

5.15.2. The evaluation committee will check proposals against the General Criteria. Proposals not meeting the General Criteria may be rejected without further consideration. Proposals that do meet all the General Criteria will then be assessed and scored against the Desirable Criteria. Where a Desirable

Criterion has a minimum score, proposals not meeting the minimum score may be rejected without further consideration.

5.15.3. The City reserves the right to, at its sole discretion, score the proposals as it deems fit, take its own experiences into consideration, and give the highest overall ranking to the proposal or proposals it deems best able to meet the needs of the City. By submission of a proposal, Proponents acknowledge and accept this.

5.15.4. Subject to approval of Contract award by Delta Council, the City of Delta’s intent is to enter into a Contract with the Proponent whose proposal has the highest overall ranking. However the City reserves the right to decline to recommend any Proponent that the City, 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, claims and litigation history, and work history.

5.16. **Reference Checks and Clarification**

5.16.1. To assist in evaluation of proposals, the City may, in its sole and absolute discretion, but is not required to, conduct reference checks and background investigations of the Proponent, and any subcontractors proposed in the proposal, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations, including taking its own experience into consideration.

5.16.2. The City may also, in its sole and absolute discretion, but is not required to, seek clarification or additional information from any, some, or all Proponents

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with respect to their proposal, and consider and rely on such supplementary information in the evaluation of proposals.

5.17. **Further Information**

The City will be under no obligation to request or receive further information, whether written or oral, from any Proponent after the closing date and time shown on the shown on the front page of this Request for Proposal.

5.18. **Proposal Acceptance**

5.18.1. If a written Contract cannot be executed within thirty days of notification of the successful Proponent, the City of Delta may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either

negotiate a Contract with the next qualified Proponent or with any Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

5.18.2. This Request for Proposal is not an offer or agreement to purchase goods or services. The City of Delta is not bound to enter into a Contract with the

Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria.

5.18.3. Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

5.18.4. Proposals will be open for acceptance for at least 90 days after the closing date.

5.18.5. Notice in writing to a Proponent that it has been identified as a successful Proponent and the subsequent full execution of a written Contract will

constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. Further, the City of Delta will not be obligated in any manner to any Proponent until a written agreement has been duly executed relating to an accepted proposal.

5.18.6. Notwithstanding the foregoing, if the City in its sole discretion is not satisfied with any of the Proposals received, or if the City determines that none of the Proposals are acceptable to the City for whatever reasons the City considers to be in its own best interests, then notwithstanding anything to the contrary in this Request for Proposal or any custom of the trade or duty of fairness to the contrary, the City may terminate this Request for Proposal and thereafter negotiate with and award the Contract to any other firm or firms as may be

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acceptable to the City, whether or not such firms were recipients of this Request for Proposal and whether or not such firms submitted a proposal.

5.19. **Laws, Permits, and Regulations**

5.19.1. Proponents are to comply with applicable laws. This Request for Proposal will be governed exclusively by and construed and enforced in accordance with the laws of the Province of British Columbia and of Canada. The courts of the Province of British Columbia will have exclusive jurisdiction in the event of any dispute concerning this Request for Proposal or any matters arising out of this Request for Proposal.

5.19.2. The successful Proponent will be responsible for complying with all applicable laws, bylaws, and other statutory regulations and obtaining all necessary permits, licenses and approvals, in order to provide the services.

5.20. **Electronic Transmission**

5.20.1. The City does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any person that an electronic transmission or communication is received by the City or by the contact person in its entirety or within any time limit specified by this Request for Proposal.

5.21. **Police Information Check**

5.21.1. Each person performing work under the Contract must provide a current police information check form, i.e., one that was completed within the

previous twelve months, and receive clearance from the City prior to starting work under the Contract. The cost of the police information checks will be borne by the Contractor. See Appendix F.

5.22. **Insurance**

5.22.1. By submission of a proposal, the Proponent agrees that if it is the successful, it will provide insurance coverage as outlined in the Form of Contract. Evidence of insurance shall be provided in a form satisfactory to the City

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Appendix A: Proposal Covering Letter

*Letterhead or Proponent’s name and address*

*Date*

City of Delta

4500 Clarence Taylor Crescent

Delta, BC V4K 3E2

Attn. Ms. Shawn Sheehy, Purchasing Manager

Dear Shawn

**Subject: CUSTOMER IDENTITY AND ACCESS MANAGEMENT SOLUTION Request for Proposal number 21-114**

*List any addenda nos. and dates*

The enclosed proposal is submitted in response to the above-referenced Request for Proposal, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal and agree that any inconsistent provisions in our proposal will be as if not written and do not exist.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal. Should we be identified as the successful Proponent we are willing to enter into an agreement with the City of Delta on the terms and conditions contained in the Professional Services Agreement, Appendix B.

Yours truly

***Signature***

Name: Title:

Email:

Legal name of Proponent:

GST number:

Date:

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Appendix B: Form of Contract



**CITY OF DELTA**

**PROFESSIONAL SERVICES AGREEMENT**

**CUSTOMER IDENTITY AND ACCESS MANAGEMENT SYSTEM**

**Contract No. 21-114**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 BETWEEN:

**CITY OF DELTA**

**4500 CLARENCE TAYLOR CRESCENT**

**DELTA, B.C. V4K 3E2**

(“the City”)

AND:

**COMPANY**

**ADDRESS**

(“the Consultant”)

WHEREAS:

The City wishes to commission the Consultant for the provision of professional services described herein, and desires to engage the Consultant to perform said services; and

The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto hereby covenant and agree as follows:

1. CONSULTANT’S SERVICES TO THE CITY

1.1. The Consultant shall provide and be fully responsible for the following services, (hereinafter called the “Services”):

Provision of **consulting services** as outlined in **Request for Proposal No. 21-114 CUSTOMER IDENTITY AND ACCESS MANAGEMENT SYSTEM** and this Agreement, the Consultant’s proposal dated **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and any subsequent written clarifications, which documents shall form part of this Agreement. In the event of conflict this Agreement shall prevail over the Consultant’s accepted proposal.

1.2. The Consultant shall perform the Services:

a. with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those

contemplated by this Agreement at the time and place the Services are

rendered;

b. in accordance with sound current professional practices; and

c. if there is a design component to the Services, in conformance with the design standards and codes applicable at the time of design.

1.3. The Consultant shall furnish all personnel required to perform the Services to the required standard, and all such personnel shall be competent and qualified to perform the Services. Where specific personnel have been proposed by the Consultant for the performance of the Services, and have been accepted by the City, such personnel shall not be replaced with other personnel without the prior written consent of the City.

1.4. The Consultant may engage sub-contractors for the performance of certain specific tasks forming part of the Services, provided the Consultant:

a. has obtained the prior express written consent from the City, which may be arbitrarily withheld;

b. shall administer, coordinate, and manage all services of any sub

contractors, and shall pay all fees and disbursements of all sub

contractors;

c. shall ensure that the services provided by any sub-contractor meet the requirements of this Agreement; and

d. shall remain at all times responsible to the City for the quality of the work performed by the sub-contractor.

1.5. The Consultant shall commence the provision of the Services promptly and shall use commercial best efforts to carry out the Services in such a manner so as to fulfil the completion dates herein, or specified from time to time by the City.

2. BASIS OF PAYMENT TO THE CONSULTANT

2.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformance with the terms hereof, the City will pay the Consultant the fees and reimbursable disbursements prescribed herein, plus the GST.

Save as otherwise provided for in section 3., the maximum liability for fees and disbursements of the City hereunder shall be **$ \_\_\_\_\_\_\_** plus the GST.

2.2 All costs associated with the service are included above; for certainty, there is no allowance for any additional disbursements, fees or costs whatsoever.

2.3 The Consultant shall submit detailed invoices. Each invoice will show the purchase order number, the Services provided, the percentage of the Services that are complete, where applicable; and the amount of the GST applicable.

Invoices are to be submitted to:

City of Delta

Accounts Payable

4500 Clarence Taylor Crescent

Delta, BC V4K 3E2

accountspayable@delta.ca

2.4 Unless otherwise agreed, payment will become due 30 days from the receipt of the invoice or the satisfactory delivery of the services, whichever is later.

2.5 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning an invoice submitted by the Consultant, for whatever reason, the City shall not be liable for any late penalty charges in respect of that invoice for the period from the date the invoice is submitted until

the date that the invoice is paid. The City shall, if it approves the amount of such invoices, cause such invoices to be paid within a reasonable time period.

2.6 The Consultant shall keep copies of all such records, activity logs and invoices until one year after the completion of the Term. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as shall be necessary in the opinion of the City.

2.7 If the Consultant is not a resident in Canada, it acknowledges that the City may be required by law to withhold income tax from the amounts payable to the Consultant for any portion of the work performed in Canada and then to remit that tax to the Receiver General of Canada on the Consultant’s behalf.

2.8 Notwithstanding anything herein, the City may set-off from any amount owing to the Consultant any amount owing to the City by the Consultant under this Agreement.

3. CHANGES TO SCOPE OF SERVICES

The City may at any time vary the scope of work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit or limits in sub-section 2.1 as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing by way of a signed City of Delta change order and failing agreement, as reasonably determined by the City. Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work, the Consultant shall so advise the City within ten days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

4. RELEASE AND INDEMNIFICATION

4.1 The Consultant hereby releases the City, its officers, employees, agents and assigns from all costs, losses, damages and disbursements including, but not limited to, those caused by personal injury, death and property damage, arising out of, suffered or experienced by the Consultant, its officers, servants, agents and sub-contractors in connection with their performance of the Services under this Agreement, except to the extent such loss arises directly out of the

negligence of the City or breach of this Agreement by the City.

4.2 The Consultant shall take all precautions reasonably necessary to ensure the safety of the Consultant’s personnel and all persons employed, contracted or sub-contracted by the Consultant to perform the Services.

4.3 The Consultant shall be responsible for any applicable WorkSafe BC assessments relating to any work under this Agreement. The Consultant must remain in good standing with WorkSafe BC and comply with all Workers’ Compensation Board legislation in the Province of British Columbia.

4.4 The Consultant hereby agrees to indemnify, defend and save harmless the City from and against all costs, losses and damages (including, but not limited to, any and all third party claims, damage to property, injuries and death) arising from any errors, omissions or negligent acts of the Consultant, its officers, servants, agents, and sub-contractors in the performance of the Services under this Agreement.

4.5 The Consultant’s release and indemnification provisions herein shall survive the expiration or termination of the Term of this Agreement.

5. INSURANCE

5.1 The Consultant covenants to obtain and maintain, at its own expense and on terms satisfactory to the City:

a) Professional liability insurance covering errors and omissions (hereinafter called the PL Policy); and

b) commercial general liability insurance for all operations required for the Services under this Agreement (hereinafter called the CGL Policy).

5.2 The PL Policy must:

(a) be in an amount of not less than $2,000,000.00 per occurrence, with a deductible of not more than $50,000.00;

(b) remain in full force and effect at all times during the Term of this Agreement and for twenty four months after final completion; and

(c) include coverage for insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and

provide the services as set out in this Agreement, including, but not

limited to:

i. Privacy breach and violations as a result of, but not limited to, unauthorized access to or wrongful disclosure or dissemination of

private information, failure to properly handle, manage, store,

destroy or control personal information, and includes the failure

to comply with privacy laws and their respective regulations

regarding the collection, access, transmission, use, and accuracy

of data. Coverage will extend to include the costs associated with

notification of affected parties, regardless if required by statute,

as well as any fines or penalties or costs imposed as a result of the

breach, including defence of any regulatory action involving a

breach of privacy;

ii. Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access,

theft or destruction of data, electronic security breaches, denial of service, spread of virus within City’s computer network or other

third party computer information systems and will further include

expenses related to third party computer forensics;

iii. Privacy Breach Expenses, including crisis management related to electronic and non-electronic breaches;

iv. Content or media liability, including personal and advertising liability, intellectual property infringement coverage (copyright,

trademark, trade name, service mark, trade dress or trade secret)

arising out of or related to media content created, produced or

disseminated by the City;

v. Coverage for delay in performance of a contract or agreement resulting from an error or omission;

vi. Coverage for damages resulting from dishonest and criminal acts committed by an employee of the Consultant; and

vii. Technology Errors & Omissions liability to cover programming or other professional exposures due to errors or omissions arising

out of Consultant’s product or services.

5.3 The CGL Policy must:

a) include coverage for:

i. Broad Form products;

ii. Completed Operations;

iii. Blanket Contractual liability;

iv. contingency liability with respect to the operations of contractors and subcontractors;

v. Independent Contractor’s Liability;

vi. Non-owned auto liability;

vii. Tenants Legal Liability; and

viii. Personal Injury and Advertising Liability;

b) contain limits of liability not less than $5,000,000.00 for each claim and $5,000,000.00 in aggregate, with a deductible of not more than $50,000.00; c) remain in full force and effect at all times during the Term of this Agreement; d) not be on a claims-made basis;

e) name the City as an additional insured;

f) provide that it cannot be cancelled, materially altered, or allowed to lapse until at least 30 days’ notice in writing has been delivered to the City by

registered mail; and

g) contain a cross liability clause and a waiver of subrogation.

5.4 The Consultant shall deliver to the City, prior to commencement of work, proof of the insurance policies required by this section 5, to the satisfaction of the City. The Consultant agrees to provide the City with 10 days’ written notice of any material change in or cancellation or expiration of any policy.

5.5 If the Consultant hires a sub-contractor to perform any work related to the Services, the Consultant shall cause such sub-contractor to obtain and maintain all insurance referred to in this section 5 on the same terms as specified herein.

5.6 The foregoing insurance requirements shall not in any way reduce the Consultant’s obligations to release and indemnify the City as outlined in Section 4 “Release and Indemnification”.

6. CONFIDENTIALITY

The City is subject to the Province of British Columbia’s *Freedom of Information and Protection of Privacy Act*. All documents, notes, instructions and correspondence shall be received and held, to the extent reasonable, in confidence by the City and the Consultant and the information shall not be disclosed except to the degree necessary for carrying out the City’s purposes or as required by law. For certainty, but without limiting the generality of the foregoing, the Consultant shall not disclose to any party, including any former or existing clients, any documents, notes, instructions or correspondence related to the Services without the express written consent of the City.

7. CITY APPROVALS

No reviews, approvals or inspections carried out or Information supplied by the City, its officers, employees, agents and assigns shall derogate from the duties and obligations of the Consultant and all responsibility related to the Services shall be and remain with the Consultant.

8. EARLY TERMINATION

Without prejudice to any right or remedy to which the City may be entitled, the City may, at any time and in its sole judgment, terminate this Agreement with or without cause by giving ten days’ prior written notice to the Consultant. If termination is not for cause, the Consultant shall be paid at the rate prescribed for all services performed to the satisfaction of the City, acting reasonably, prior to the date of the delivery of the said notice.

9. NON-DISCLOSURE

9.1 The Consultant may be given access to Information by or on behalf of the City in connection with the Services, including Information that is confidential or proprietary to third parties, and Information conceived, developed or produced by the Consultant as part of the Services.

9.2 The Consultant agrees that it shall not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any Information to any person other than a person employed by the City on a need to know basis. The Consultant undertakes to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by the City, to prevent the disclosure of or access to such Information in contravention of this Agreement. The Consultant further acknowledges that any Information provided to the Consultant by or on behalf of the City must be used solely for the purpose of the Agreement and must remain the property of the City.

9.3 The Consultant agrees to comply with the City’s electronic communications policy if the Consultant uses the City’s data network and the Consultant agrees not to remove any Information from the City’s premises without the prior express written approval of the City.

9.4 The Consultant’s non-disclosure obligations herein shall survive expiration of the Term of this Agreement.

10. CONFLICT OF INTEREST

The Consultant agrees it shall not provide any services to any person in circumstances that, in the City’s sole opinion, could give rise to a conflict of interest between the Consultant’s duties to that person and the Consultant’s duties to the City under this Agreement.

11. OWNERSHIP OF MATERIALS AND COPYRIGHT

11.1 Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Consultant for the benefit of the City as a result of the provision of the Services (the “Material”) may be used by the City in any manner that the City deems necessary.

11.2 All Materials shall be transferred and delivered by the Consultant to the City without further compensation forthwith following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Materials in which event the Consultant shall forthwith comply with such request. Unless otherwise directed by the City, all Materials created electronically must be provided in an electronic format acceptable to the City.

11.3 The Consultant hereby transfers ownership in and to the Materials and assigns to the City any patent or copyright in the Materials. The Consultant agrees that title to the Materials is to be considered to have been transferred, and any copyright in the Materials is to be considered to have been assigned by the Consultant to the City upon its creation. The Consultant hereby irrevocably waives, in favour of the City, the Consultant's moral rights in respect to the Materials. The Consultant shall obtain in writing, from any other source used, all required approvals, assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer ownership to and patent or copyright in the Materials to the City.

11.4 The Consultant hereby represents and warrants that any portion of the Materials produced by the Consultant shall not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

12. COMPLIANCE WITH LAWS AND LAW AND RESOLUTION OF DISPUTES

The Consultant shall comply with all applicable federal, provincial, municipal and regulatory laws, statutes, regulations, or bylaws. This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

13. JOINT AND SEVERAL

If this Agreement is executed by more than one person, firm or corporation, it is understood and agreed that all persons, firms or corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

14. ADDITIONAL PROVISIONS

14.1 This Agreement is a contract for services; for clarity, none of the Consultant, its Authorized Personnel, officers, directors, shareholders, partners, personnel, affiliates, agents are partners, appointees, employees or agents of the City.

14.2 The Consultant shall not in any way assign this Agreement or any right of the Consultant under this Agreement unless first receiving express written consent by the City, such consent to be at the sole discretion of the City.

14.3 This Agreement shall be binding upon the parties hereto and their successors and assigns.

14.4 Each of the parties shall at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions of this Agreement.

14.5 This Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and shall not be modified except by subsequent agreement in writing executed by both parties. This Agreement may be executed in several counterparts, including by e-mail or facsimile, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first set forth above.

**CITY OF DELTA**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Signature Signature

Name: Melanie Kerr, CPA, CA Name: Darin Young, MBA

Title: Director of Finance Title: Manager of Information Services

**CONSULTANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Signature Signature

Name: Name:

Title: Title: