

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve a Service Agreement between The Corporation of the City of London and ICO Technologies to access Software as a Service for a Records Management and Reporting Software Solution for Fire Services.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Service Agreement to be entered into between The Corporation of the City of London and ICO Technologies regarding records management and reporting software for Fire Services, substantially in the form attached as Schedule 1 to this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

SCHEDULE 1

Service Agreement
Between
ICO Technologies Inc.
("ICO")
2483 Beaudry Leman Avenue, Shawinigan, QC
-And-
The Corporation of the City Of London
("London")
300 Dufferin Avenue, London ON

BACKGROUND

London is required by law to provide fire protection services as it determines may be necessary in accordance with its needs and circumstances;

London has established a department called London Fire Department ("**LFD**") to further its obligation to provide fire protection services;

Following a call for tenders, London has concluded that ICO's technology and services through its Software as a Service ("**SAAS**") as set out in this Agreement (collectively referred to as "**Services**") will enable London to run its operations effectively and efficiently, as further described in this agreement and its schedules (herein collectively referred to as "**Agreement**");

ICO has experience and expertise in the business of providing the Services;

ICO agrees to provide the Services and acknowledges that the successful performance of the Services and the security and availability of London's data are critical to London's ability to provide fire protection services;

London and ICO wish to formalize their agreement in this written Agreement;

Therefore, in consideration of the mutual covenants and representations set forth in this Agreement, the parties agree as follows:

SECTION 1 - THE SERVICES

- 1.1 Under the terms and conditions of this Agreement, ICO accepts to provide London with a hosted SAAS and the related services, as of the date of this Agreement, having the specifications described in the attached schedules, which are respectively a high overview of the features and services required by the LFD (**Schedule A1A**), the general SAAS and database related requirements of London (**Schedule A1B**) and the response provided by ICO to London's Request for Proposals (RFP) (**Schedule A1C**) attached hereto and forming part of this Agreement.
- 1.2 More specifically, ICO accepts to provide its Records Management System including its e-learning module and all other services such as customization/integration, data import/ export, monitoring, technical support, maintenance, training, backup and recovery, and change management necessary for London's productive use of such SAAS, as provided in **Schedule A1C**.
- 1.3 Unless otherwise limited, London and any employee or agent of London authorized by London to use the Services shall have the right to access and use the Services. Provided that London shall be responsible for the use of the SAAS by its authorized users, all authorized employees or agents of London and London are defined herein as "**London**". ICO shall be responsible for all user identification and password change management.
- 1.4 The SAAS licence granted hereby is an unlimited user one. The Services are provided to London on a scaled basis up to a maximum annual fee as outlined in **Schedule A2**.
- 1.5 ICO grants London a renewable, limited (as provided herein), non-exclusive, and worldwide right to access and use the Services.
- 1.6 Other than described in this Agreement, Authorized Users will have no other limitations on their use of the Service.
- 1.7 Where an Authorized User is required to "click through" or otherwise accept any online terms and conditions in accessing or using the Services, such terms and conditions shall not modify the terms and conditions of this Agreement.
- 1.8 The documentation for the Services (the "**Documentation**") will accurately describe the functions and features of the Services, including all subsequent revisions thereto. London shall have the right to make additional copies of the Documentation, at no additional charge, in connection with the use of the Services.

Documentation related to the internal processes around use of the Services will be the full responsibility of London. *For example, when a form tool is created for fire inspections, London will create the necessary workflow and supporting documentation related to training its employees on how and when to use these forms.*

- 1.9 The method and means of providing the Services shall be under the exclusive control, management, and supervision of ICO, giving due consideration to the requests of London. The Services, including the data storage, shall be provided solely from within Canada and on computing and data storage devices located therein.
- 1.10 ICO shall not subcontract any portion of the Services without London's prior written consent. ICO shall be responsible and liable for the performance and actions or omissions of its subcontractors, and ICO shall indemnify London for the same.

SECTION 2 - FUNCTIONALITY

- 2.1 The Services shall include the applicable allocation of storage for the amount of data required by London for effective use of the Services.
- 2.2 During the term of the Agreement, ICO shall not reduce or eliminate any functionality in the Services. Where ICO has reduced or eliminated functionality in the Services, London, at its sole election, shall:
 - a) have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement and be entitled to a return of any prepaid Services fees; or,
 - b) discuss with ICO an adjustment to the Services fees accordingly on a prospective basis.

SECTION 3 - SERVICE LEVELS STANDARDS

- 3.1 For the term of the Agreement, time is of the essence, therefore, ICO shall provide the Services in accordance with the following Service Level Standards:
 - 3.1.1 **Availability Service Level:** Services will be available to all London's authorized users 99.9% of the time;
 - 3.1.2 **Response Time Service Level:** Responses time services will be as the following escalation plan.

Escalation plan

Problem	Intervention details
Critical problem - Complete system failure	Intervention of the ICO Technologies team: Response time to start intervention: 30 minutes Resolution status: Every hour Resolution Time Goal: ASAP within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Major problem - The software cannot function to its specifications	Response time to start intervention: 2h max Resolution status: Every hour Resolution Time Goal: within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Minor problem - The software can function to its specification, but requires problem solving within 24h	Response time to start intervention: 12h max. Resolution status: Every 24 hours Resolution within 48 hours Personnel involved: Level 2 support (support team, programmer, technician)
Request for enhancements	The ICO Technologies team acknowledges the request within 48 hours and the team follows up within a timeframe determined by the scope of the enhancement request from 8:00 am to 5:00 pm Monday through Friday. Personnel involved: Level 2 support (support team, programmer, technician, Project manager)
User support - Assistance on using the solution	Monday through Friday from 9:00 am to 4:00 pm Eastern time. Personnel involved: Level 1

- 3.1.3 **Technical Support Problem Resolution Service Level:** All technical support problems will be handled as per paragraph 3.1.2.
- 3.2 In the event ICO does not meet a Service Level Standards, it shall use its best commercial efforts to ensure that any unmet Service Level Standards are subsequently met. Notwithstanding the foregoing, ICO will use best commercial efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.
- 3.3 London shall have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement, and be entitled to a return of any prepaid Service fees (as defined herein) where ICO fails to meet any Service Level to such an extent that London's ability to use the Services is materially disrupted, force majeure events excepted.

SECTION 4 - SUPPORT; MAINTENANCE; ADDITIONAL SERVICES

- 4.1 ICO will provide technical support to London via a local telephone number. This telephone support will be staffed with trained support from xx:xx to xx:xx @ xxx.xxx.xxxx. ICO will forthwith notify London of any change in the telephone support number. Further assistance will also be available via email support (Email address goes here) and an online help desk. ICO will make every attempt to address all support questions within twenty-four (24) hours of receipt. ICO is responsible for any and all fees associated with staffing the support desk. Unless otherwise described herein, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the technical support.
- 4.2 ICO shall provide new releases, upgrades, modifications, bug fixes, and enhancements to the Services to ensure:
- a) the functionality of the Services, as described in the Documentation, is available to London's authorized users;
 - b) the Service Level Standards are achieved; and,
 - c) The Services work on the last 3 versions of Chrome, Firefox or Microsoft Edge. (formerly IE)
- 4.3 ICO shall provide no less than thirty (30) calendar days' written notice to London in advance of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, ICO shall provide as much advance notice as commercially practicable to London and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the maintenance.
- 4.4 Unless otherwise described, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the Customization/ Integration Services.
- 4.5 ICO shall provide London with sufficient instruction, including any necessary Documentation, understandable by a typical end user, of the features and functionality of the Services to become self-reliant with respect to the operation of the Services (Training Services). Unless otherwise described herein, as outlined in **Schedule A2**, the Services fees are inclusive of the fees for the Training Services. It is acknowledged by London that the Services fee includes ten (10) days of onsite training, plus ten (10) days of on line training.

SECTION 5 - TERM AND TERMINATION

- 5.1 The term of this Agreement shall begin on the signature date and shall terminate three (3) years thereafter, unless terminated earlier pursuant to the terms of the Agreement (the "**Initial Term**").
- 5.2 At the sole discretion of London, this Agreement may be renewed for a further three years term, upon a written notice from London to ICO, at least thirty (30) days prior to the end of the Initial Term of its wish to renew this Agreement (the "**Renewal Term**"). Collectively the Initial Term and the Renewal Term are designated as the "**Term**" of this Agreement".
- 5.3 If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after

- written notice of the breach, then the non-breaching party may terminate this Agreement as of a date specified in such notice.
- 5.4 Upon the expiration or termination of this Agreement or for any reason, London shall pay to ICO all undisputed amounts due and payable hereunder, if any. If ICO has been paid in advance and the Agreement is terminated for cause by London prior to the end of the Term, ICO will reimburse and pay to London an amount based on the unused Services on a per diem amount.
- 5.5 Upon the expiration or earlier termination of this Agreement, each party shall promptly return to the other party, or certify the destruction of, the other party's Confidential Information.
- 5.6 In the case of London's Data, ICO shall, within five (5) business days following the termination of this Agreement, provide London, without charge and without any conditions or contingencies whatsoever, with a final export of London's Data in CSV format. Further, ICO shall certify to London the destruction of any of London's Data within the possession or control of ICO. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.
- 5.6 Through an Escrow Agreement with a third party, ICO shall ensure London is provided with continuity of Services, including the means to acquire the SAAS source code should ICO commence insolvency proceedings, receivership, bankruptcy or cease operations, in order to not impact London's day-to-day operations and protect London against these exceptional events. This Escrow Agreement shall oblige ICO to put updated version of the SAAS source code in escrow whenever a new version is released. The Escrow Agreement shall provide that (i) it may not be terminated by ICO or the Escrow Agent during the Term; (ii) it may only be assigned by the Escrow Agent with the consent of both ICO and London; (iii) the Escrow Agent shall be subject to the same confidentiality provisions as provided in this Agreement.
- 5.7 Section 5.5 and 5.6 shall survive the termination of this Agreement.

SECTION 6 - TRANSITION SERVICES

- 6.1 Provided that this Agreement has not been terminated by ICO due to London's failure to pay any undisputed amount due to ICO, ICO will provide to London and / or to the service provider selected by London (such service provider shall be known as the "**Successor Service Provider**") assistance reasonably requested by London in order to effect the orderly transition of the applicable Services, in whole or in part, to London or to a Successor Service Provider (such assistance shall be known as the "**Transition Services**") following the expiration or termination of this Agreement, in whole or in part (such period shall be known as the "**Termination Assistance Period**").
- 6.2 Provided that ICO and London agree as to price and scope of ICO provisioning of Transition Services, such Transition Services may include:
- a) developing a plan for the orderly transition of the terminated or expired Services from ICO to London or the Successor Service Provider;
 - b) if required, transferring London's Data to London or the Successor Service Provider;
 - c) using commercially reasonable efforts to assist London in acquiring any necessary rights to legally and physically access and use any third party technologies and documentation then being used by ICO in connection with the Services;
 - d) using commercially reasonable efforts to make available to London, pursuant to mutually agreeable terms and conditions, any third party services then being used by ICO in connection with the Services; and,

Such other activities upon which the parties may agree. All terms and conditions of this Agreement shall apply to the Transition Services. This section shall survive the termination of this Agreement.

SECTION 7 – SERVICES FEES AND EXPENSES

- 7.1 All Services fees are included in the **Schedule A2** attached hereto (herein before and after the "**Services fees**").
- 7.2 London shall be responsible for and shall pay to ICO all Services fees.
- 7.3 Any other sum due to ICO for the Services provided for which payment is not otherwise specified in **Schedule A2**, shall be due and payable thirty (30) days after receipt by London of an invoice from ICO.
- 7.4 London is responsible for paying any sales or other applicable taxes, levies or duties incurred as a result of its use of the Services.
- 7.5 Any invoices that are not paid within thirty (30) days of receipt are subject to interest of two per cent (2%) per month on any outstanding balance or the amount permitted by law, whichever is less, plus all expenses of collection.
- 7.6 Unless otherwise provided for, ICO shall bill to London the Services fees due by sending an invoice in hard copy format to London's LFD at the address indicated in section 15.6 of this Agreement. Moreover, all such invoices shall contain:
 - a) London's purchase order or contract number, if any;
 - b) Invoice number;
 - c) Description of Services rendered;
 - d) Services fees or portions thereof that is due;
 - e) Taxes, if any applicable; and,
 - f) Total amount due.
- 7.7 ICO is not permitted to suspend any part of the Services where (i) London is reasonably disputing any amount due to ICO; or, (ii) any unpaid but undisputed amount due to ICO is less than ninety (90) days in arrears.
- 7.8 ICO represents and warrants that it is an independent contractor for purposes of federal and provincial employment taxes. ICO agrees that London is not responsible to collect or withhold any such taxes, including income tax withholding and social insurance contributions, for ICO. Any and all taxes, interest or penalties, including any federal or provincial withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by ICO.

SECTION 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 Each of London and ICO represent and warrant that:
 - 8.1.1 It is a duly constituted entity, validly existing, and in good standing under the laws of its province of incorporation;
 - 8.1.2 It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 8.1.3 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - 8.1.5 It shall comply with all applicable federal, provincial, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licences required of it in connection with its obligations under this Agreement; and,
 - 8.1.6 There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 8.2 ICO represents and warrants that:
 - 8.2.1 It is possessed the experience, expertise and skills with respect to the Services in order to perform them in an efficient and timely manner;
 - 8.2.2 It knows the particular purpose for which the Services are required as described in the Schedules A1A, A1B;
 - 8.2.3 The Services shall be performed in a competent and professional manner and in accordance with the highest professional standards;
 - 8.2.4 It acknowledges that London is relying on its representation of its experience, expertise and skills, and that any substantial misrepresentation may result in damage to London;
 - 8.2.5 The Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria provided in this Agreement;
 - 8.2.6 ICO will use its best commercial efforts to ensure that no computer viruses, malware, or similar items (collectively, the "**Virus**") are introduced into the

- London computer and network environment by the Services;
- 8.2.7 During the Term, ICO shall maintain in force any third-party agreements whose software is incorporated into the SAAS or are necessary for the use of the Services;
- 8.2.8 ICO is the lawful owner of or the holder of all right, title and interest into the SAAS and into its source code (excluding any London Data processed, stored or transmitted therein), and has all the necessary rights in the Services to grant the right to access and use of the Services under this Agreement;
- 8.2.9 The Services and any other work performed by ICO hereunder shall not infringe upon any Canadian or foreign copyright, patent, trade secret, or other proprietary rights, or misappropriate any trade secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest into the SAAS that would be conflicting with its obligations under this Agreement; and
- 8.2.10 Notwithstanding any other provision set forth herein, in no event shall ICO be liable to London or its authorized users for any consequential, indirect, incidental, punitive or special damages, losses, or expenses associated with the use or performance of the SAAS or the Services.

SECTION 9 - LONDON'S DATA

- 9.1 Unless it receives London's prior written consent, ICO:
- (i) will not access or use data in electronic form collected, used, processed, stored, or generated as the result of the use of the Services, or collected or accessible directly from London, (collectively, "**London's Data**") other than as necessary to provide the Services; and
 - (ii) will not give any third party access to London's Data.
- 9.2 Notwithstanding the foregoing, ICO may disclose London's Data as required by applicable law or by proper legal or governmental authority. ICO will give London prompt notice of any such legal or governmental demand and reasonably cooperate with London in any effort to contest such required disclosure.
- 9.3 London possesses and retains all right, title, and interest in and to London's Data, and ICO use and possession thereof is solely as London's agent. London may access and copy any of London's Data in ICO possession at any time. ICO will facilitate such access and copying promptly after London's request.
- 9.3 ICO will retain any of London's Data in its possession until erased (as defined below). ICO will erase: (i) any or all copies of London's Data promptly after London's written request; and (ii) all copies of London's Data no sooner than one hundred and eighty (180) business days after the termination of this Agreement. Notwithstanding the foregoing, London may at any time instruct ICO to retain and not to erase or otherwise delete London's Data, provided London may not require retention of London's Data for more than one hundred and eighty (180) business days after the termination of this Agreement. Promptly after erasure, ICO will certify such erasure in writing to London. "Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- 9.4 ICO will not allow any of its employees to access London's Data, except to the extent that an employee needs access in order to provide the Services.
- 9.5 ICO will comply with all applicable federal and provincial laws and regulations governing the handling of London's Data.
- 9.6 ICO will promptly notify London of any actual or potential exposure or misappropriation of London Data ("**Leak**") that comes to ICO attention. ICO will cooperate with London and with law enforcement authorities in investigating any such Leak, at ICO expense. ICO will likewise cooperate with London and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at ICO expense, except to the extent that the Leak was caused by London.
- 9.7 ICO agrees that violation of the provisions might cause London irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, London will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

- 9.8 London's Data is and shall remain the sole and exclusive property of London, including derivative works of the foregoing whether or not created as part of the Services, and all right, title, and interest in London's Data is reserved by London. This section shall survive the termination of this Agreement.
- 9.9 London grants to ICO the right to access and use the London's Data for the sole and exclusive purpose of providing the Services, including the right to store, record, transmit, maintain, and display London's Data only to the extent necessary in the provisioning of the Services. Such access and use shall be in accordance with this Agreement.
- 9.10 ICO shall, within five (5) business days of London's request, provide London, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of an ICO invoice reasonably disputed by London), an export of London's Data in CSV format.
- 9.11 As a part of the Services, ICO is responsible for maintaining a backup of London's Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. ICO shall maintain a contemporaneous backup of London's Data that can be recovered within four (4) hours at any point in time. Additionally, ICO shall store a backup of London's Data in an off-site "hardened" facility no less than daily, maintaining the security of London's Data, the security requirements of which are further described herein. Any backups of London's Data shall not be considered in calculating storage used by London.
- 9.12 In the event of any suspected or actual loss of London's Data where such loss is due to the act, error, omission, negligence, or breach of the security of ICO, ICO shall notify London within twenty-four (24) hours of becoming aware of such occurrence and shall be responsible for recovering or recreating London's Data without charge to London. ICO shall compensate London for any reasonable expenses or claim, suffered by, accrued against, charged to, or recoverable from London in connection with the occurrence. This section shall survive the termination of this Agreement.

SECTION 10 – LONDON'S OBLIGATIONS AND UNDERTAKINGS

- 10.1 Without limiting any other provision set forth herein, London agrees to the following responsibilities:
- 10.1.1 to comply with all applicable laws and regulations in connection with its use of the Services, including without limitation those related to data privacy. London is responsible for ensuring that London's use of the Services comply with all applicable privacy legislation, such as PIPEDA, and that all consents and authorizations to collect, use and store personal information (any information that allow the identification of an individual) in the SAAS were obtained. London assumes all risk arising from any use by London or its authorized users that are not compliant with all applicable privacy legislation.
- 10.1.2 To ensure that any use of the SAAS by any authorized users is in accordance with the terms of this Agreement.
- 10.1.3 to use the SAAS according to the use for which it is intended and agrees to compensate ICO for all the inconveniences resulting from a misuse of the SAAS by London or any of London's authorized users.
- 10.1.4 to protect ICO's Confidential Information(as defined hereunder) and to prevent access to SAAS by anyone other than its authorized users. London shall not rent, lease, assign, resell, distribute, or sub-licence SAAS to any third party. Except as specifically permitted by this Agreement. London shall not copy, modify, or otherwise create any derivative work of the SAAS. London shall not disassemble, reverse engineer, decompile, or attempt to obtain access to the source code or internal design of the SAAS. London shall not remove or alter any copyright or other legal notices contained in SAAS. London shall not develop, produce, sell or distributes a competitive product or service that is similar to SAAS for itself or a third party while this Agreement is in force.

SECTION 11 - NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 11.1 For the purposes of this Agreement, the term "**Confidential Information**" shall mean all information and documentation of a party that:
- a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity;
 - b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning;
 - c) with respect to information and documentation of London, whether marked "Confidential" or not, consists of London's information and documentation included within any of the following categories:
 - (i) Employee, agent, customer, supplier, or contractor lists;
 - (ii) Employee, agent, customer, supplier, or contractor information;
 - (iii) Information regarding business plans (strategic and tactical) and operations (including performance);
 - (iv) Information regarding administrative, financial, or marketing activities;
 - (v) Pricing information;
 - (vi) Personnel information;
 - (vii) Products and/or services offerings (including specifications and designs);
 - (viii) London's Data; or,
 - (ix) Processes (e.g., staffing, technical, logistical, and engineering); or, any confidential Information derived from the information of a party.
- 11.2 The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The term "Confidential Information" does not include any information or documentation that was:
- (i) already in the possession of the receiving entity without an obligation of confidentiality;
 - (ii) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights;
 - (iii) obtained from a source other than the disclosing entity without an obligation of confidentiality; or,
 - (iv) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).
- 11.3 Subject to London's obligations under the Municipal Act, 2001 and the Municipal Freedom of Information and Protection of Privacy Act, the parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.
- 11.4 Each party shall use its best commercial efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 11.5 Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other, which damage may be inadequately

compensable in the form of monetary damages. Accordingly, either party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of either party, the immediate termination, without penalty to either party, of this Agreement in whole or in part.

- 11.6 Upon the termination of this Agreement in whole or in part, each party shall, within five (5) calendar days from the notification of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should ICO and London determine that the return of Confidential Information is not feasible, such party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the notification of a termination to the other party
- 11.7 The provisions of Section 11 shall survive the termination of this Agreement.

SECTION 12- PROPRIETARY RIGHTS

- 12.1 London acknowledges that, in the course of performing the Services, ICO may use software and related processes, instructions, methods, and techniques that have been previously developed by ICO (collectively, the "**Pre-existing Materials**,") which may be included in the Services and that the same shall remain the sole and exclusive property of ICO.
- 12.2 The SAAS accessed by London is the property of ICO and is protected by copyright, trademark and other intellectual property laws. London does not acquire any right, title, or property interest in or to the software except the limited and temporary right to use and access it in its use of the Services.
- 12.3 ICO owns and retains all right, title and interest in and to the SAAS, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Services. This Agreement does not provide London any intellectual property rights in or to the SAAS or any of its components.
- 12.4 Except as expressly set forth herein, no right to use the Confidential Information nor Pre-existing Materials separately from the Services is granted by either party to the other.
- 12.5 The provisions of Section 12 shall survive the termination of this Agreement.

SECTION 13 - INFORMATION SECURITY AND PRIVACY

- 13.1 Any information shared with ICO by London will be governed, where applicable, by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Personal Information Protection and Electronic Documents Act (PIPEDA) and Personal Health Information Protection Act (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.
- 13.2 Pursuant to PIPEDA, MFIPPA and PHIPA, "**personal information**" is information about an identifiable individual that includes any factual or subjective information, recorded or not, in any form. Personal information must be (i) collected with consent and for a reasonable purpose; (ii) used and disclosed for the limited purpose for which it was collected; (iii) accurate, (iv) and accessible for inspection and correction.
- 13.3 ICO has appointed a Privacy Officer responsible for overseeing compliance with PIPEDA and PHIPA who is: Maxime Bellemare, V.P. Technologies.
- 13.4 Without limiting ICO's obligation of confidentiality as further described herein, it shall be responsible for establishing and maintaining an information security program that is designed to:
- (I) ensure the security and confidentiality of London's Data;
 - (ii) protect against any anticipated threats or hazards to the security or integrity of London's Data;
 - (iii) protect against unauthorized access to or use of London's Data;
 - (iv) ensure the proper disposal of London's Data; and,
 - (v) ensure that all subcontractors of ICO, if any, comply with all of the foregoing.
- 13.5 Without limiting any other audit rights of London, London shall have the right to review ICO's information security program prior to the commencement of Services and from time to time during the term of this Agreement, as long as the audit does not disturb ICO's usual business activities.

- 13.6 During the provisioning of the Services, on an ongoing basis from time to time and without notice, London, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of ICO information security program, as long as the audit does not disturb ICO's usual business activities. Such audit may include review of threat risk assessments, Privacy Impact Assessments (PIA) and vulnerability assessments. In lieu of an on-site audit, upon request by London, ICO agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by London regarding ICO information security program.
- 13.7 London reserves the right, at its sole election, to terminate this Agreement without limitation if it reasonably determines that ICO fails to meet its obligations under this section.

SECTION 14 - STANDARD INSURANCE AND INDEMNIFICATION

- 14.1 ICO shall at its own expense obtain and maintain until the termination of this Agreement, and provide London with evidence of:
- 14.1.1 Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include London as an additional insured with respect to ICO's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, cross liability, blasting,/collapse/underpinning, pile-driving coverage, and severability of interest clauses; and
- 14.1.2 Professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall continue for twelve (12) months following completion of work; and
- 14.1.3 A cyber insurance clause that includes:
- a) for a first party: \$ 250,000 for remediation and notification expenses, \$ 50,000 for crisis management expenses, \$ 50,000 for data asset loss, \$ 50,000 for network business interruption loss
- b) for a third party: \$ 500,000 for intellectual property infringement, \$ 3,000,000 for network and security breach, \$ 3,000,000 for a privacy breach, \$ 3,000,000 for data personal injury
- 14.2 The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies London in writing at least thirty (30) days prior to the effective date of cancellation or expiry. London reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as London may reasonably require.
- 14.3 ICO shall not commence work until such time as satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of London. ICO shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the Term of this Agreement.
- 14.4 ICO shall indemnify and hold London harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by ICO, its agents, officers, employees or other persons for whom ICO is legally responsible.

SECTION 15 - GENERAL PROVISIONS

- 15.1 **Governing Law.** This Agreement shall be construed and governed in all respects by the laws of the Province of Ontario.
- 15.2 **Entirety of Agreement.** This Agreement, including the Schedules attached to it, constitutes the complete agreement between the parties with respect to the subject matter described herein and supersedes and terminates all previous agreements, written or oral, with respect to the subject matter described herein. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 15.3 **Invalidity of some provisions.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 15.4 **Waiver.** The failure by any party at any time to enforce any of the provisions of this Agreement or any right or remedy available to it hereunder or at law or in equity, or to exercise any of its options herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.
- 15.5 **Assigning this Agreement.** Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations in it without the prior written consent of the other.
- 15.6 **Notices.** Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, by email, or by certified mail return receipt requested.

<p>To London: <u>Invoices:</u></p> <p>London Fire Department 400 Horton St London ON N6B 1L7 Attention: Administration</p> <p>Email:</p>	<p>To London: Other:</p> <p>The Corporation of the City of London Office of the City Clerk 300 Dufferin Avenue, London ON N6A 4L9 Attention: City Clerk</p> <p>Email:</p>	<p>To ICO:</p> <p>ICO Technologies Inc. 2483 Beaudry Leman Avenue, Shawinigan, QC G9N 3H7 Attention: Rene Patoine</p> <p>Email:</p>
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- 15.7 **Non-exclusivity.** Nothing herein shall be deemed to preclude London from retaining the services of other persons or entities undertaking the same or similar Services as those undertaken by ICO hereunder.
- 15.8 **Force Majeure.** Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delaying party shall use its best commercial efforts to minimize the delays caused by any such event beyond its reasonable control. Where ICO fails to use its best commercial efforts to minimize such delays, the delays shall be included in the determination of Service Level Standard achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this section, and inform the other party of its plans to resume performance. A force majeure event does not excuse ICO from fulfilling its responsibilities relating to the requirements of backup and recovery of London's Data. Configuration changes, other changes, viruses, or

other errors introduced, or permitted to be introduced, by ICO that result in an outage or inability for London to use the Services shall not constitute a force majeure event.

- 15.9 **Cumulative Remedies.** All rights and remedies of London herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against ICO for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 15.10 **Independent Contractor.** ICO represents and warrants that it is an independent contractor with no authority to contract for London or in any way to bind or to commit London to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of London. Under no circumstances shall ICO, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of London. In recognition of ICO status as an independent contractor, London shall carry no Workers' Compensation insurance or any health or accident insurance to cover ICO or ICO agents or staff, if any. London shall not pay any contributions to social insurance, employment insurance, federal or provincial withholding taxes, any other applicable taxes whether federal or state, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither ICO nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of London.
- 15.11 **Construction.** The parties agree that the terms of this Agreement result from negotiations between them.
- 15.12 **Amendment.** This Agreement may only be modified by authorized representatives of each party and in writing signed by both parties.

IN WITNESS WHEREOF, each party has caused its duly authorized representatives to execute this Agreement as of March____, 2018 at _____.

The signature page follows.

ICO Technologies Inc.

The Corporation of the City Of London

Authorized Signature *
*I have the authority to bind the corporation

Authorized Signature *
*I have the authority to bind the corporation

Printed Name

Printed Name

Title

Title

Date

Date

Authorized Signature *
*I have the authority to bind the corporation

Authorized Signature *
*I have the authority to bind the corporation

Printed Name

Printed Name

Title

Title

Date

Date

**SCHEDULE A1A
HIGH-LEVEL OVERVIEW OF THE FEATURES AND SERVICES
REQUIRED BY THE LFD**

This schedule is not intended to be an all-inclusive, detailed account of the Services supported by ICO to London, more specifically to the London Fire Department (hereinafter referred to as LFD).

The purpose of this schedule is to provide the parties with a high-level overview of the features and services required by the LFD. Despite the foregoing, ICO shall provide its Services in accordance with the Agreement, Schedule A1A, A1B, A1C, Schedule A2 and Schedule .

The annual cost outlined within the attached quote shall support the following functionalities:

1	Human Resources
1.1	Personnel Database
1.1.1	<i>The proposed module includes a personnel records</i>
1.1.2	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.1.3	<i>Hyperlink to training records & reports - summary page showing by training type, grade/mark, year taken, due/overdue, with minimum "clicks"</i>
1.1.4	<i>Hyperlink to training records & reports module to access detailed Training records, create user-specific reports such as by subject, date, etc. with minimum "clicks"</i>
1.1.5	<i>Hyperlink to injury reports information & reports - summary page showing type, date, days off, with minimum "clicks"</i>
1.1.6	<i>Hyperlink to injury / exposure reports information & reports module to access full Injury / exposure reports, create user-specific reports by date, type of injury etc. with minimum "clicks"</i>
1.1.7	<i>Hyperlink to attendance information & reports - summary page showing, for example, number of lost days during current year and prior year, by category of absence (i.e. WSIB, sickness, bereavement, etc.) with minimum "clicks"</i>
1.1.8	<i>Hyperlink to attendance information & reports module to create user-specific reports such as by date / range of dates, pay type (acting, overtime), type of absence, etc. with minimum "clicks"</i>
1.1.9	<i>Hyperlink to discipline records & report / personnel record includes discipline information see attached sample, with minimum "clicks"</i>
1.1.10	<i>Hyperlink to discipline records & reporting module to create user-specific reports, for example, by individual, discipline category, date range, etc., with minimum "clicks"</i>
1.1.11	<i>Hyperlink to Report showing all incidents attended (Firefighting), with minimum "clicks"</i>
1.1.12	<i>Hyperlink to Report showing all calls taken (Communications & Dispatch) with minimum "clicks"</i>
1.1.13	<i>Hyperlink to Report showing all Inspections & Investigations conducted (Fire Prevention) with minimum "clicks"</i>
1.1.14	<i>Hyperlink to Report showing all events attended (Public Education) with minimum "clicks"</i>
1.1.15	<i>Hyperlink to Report showing equipment and uniform issue (see 6.2)</i>
1.2	Attendance / Staff Scheduling
1.2.1	<i>Module allows creation of a Duty Roster ex. coding for squads, qualifications or special teams (Haz Mat etc.) or special status (call-ins, modified etc.)</i>
1.2.5	<i>All Other Divisions: Daily Attendance / Parade Statement</i>

1.2.6	<i>Summary and Detailed Reports preset by day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.6	<i>Summary and Detailed Reports can be created by user by selecting desired fields - day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.8	<i>Summary and Detailed Reports can be set up as exception reports on a set schedule</i>
1.2.9	<i>Hyperlink to each personnel record, subject to access permissions set up at user level</i>
1.2.10	<i>Permits electronic approval of daily attendance by authorized approvers</i>
1.2.11	<i>Potential to directly feed daily payroll data into Kronos System</i>
1.2.12	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.3	Trading Shifts - Work Order System
	<i>System based on a Work Order type basis:</i>
1.3.1	<i>Number/serialized by year and sequential issuing</i>
1.3.2	<i>Trade remains outstanding in system until tradee returns the trade - same WO #</i>
1.3.3	<i>System tracks outstanding trades</i>
1.3.4	<i>System provides pre-set warnings to those owed trades that they must be used</i>
1.3.5	<i>System ensure the tradee and the trader are the same classification before being sent to Platoon Chief</i>
1.3.6	<i>Systems ensures that the tradee has been off duty for a minimum of 16 continuous hours</i>
1.3.7	<i>Reports can be easily generated by date, trader, tradee, outstanding trades, activity</i>
1.3.8	<i>Reports can be set up as exception reports on a set schedule</i>
1.3.9	<i>Monthly showing those that have 6 and then 3 months to repay trades</i>
1.3.10	<i>Monthly showing those that have trades more than 1 year old</i>
1.3.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.4	Accumulated Overtime (AOT) , Acting Assignments
1.4.1	<i>Tracks by employee, squad, station, division, job title, date earned/acted, date used/cashed etc.</i>
1.4.2	<i>Report creation/generation and updating</i>
1.4.3	<i>Data is linked to employee record see 1.1.8</i>
1.4.4	<i>Exception Reporting based on 40, 60 hours accumulation, booked, reason earned, etc.</i>
1.4.5	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.5	Absenteeism Monitoring
1.5.1	<i>Tracks and flags patterned absences such as sick time booked around stat holidays, trades, vacation, weekends, specific month, etc.</i>
1.5.2	<i>Tracks and flags patterned absences by employee, station, squad, type of absence (sick time, AOT, vacation, WSIB)</i>
1.5.3	<i>Following each daily submission, compares employee absences by category against thresholds</i>
1.5.4	<i>Through exception reporting, identifies each business day individuals who have exceeded thresholds</i>
1.5.5	<i>Summary and Detailed Reports can be easily generated by date, type of absence, patterns</i>
1.5.6	<i>Number of lost days per injury easily determined</i>
1.5.7	<i>Injury views and reports can be easily generated by a range of date, type of</i>

	<i>injury, location</i>
1.5.8	<i>Absences can be viewed using a range of dates</i>
1.5.9	<i>Patterned absences easily determined and graphically depicted</i>
1.5.10	<i>Ability to electronically fill in Supervisor Report of Incident (SROI), Workplace Violence Incident Report at least with info similar to attached samples, and link to individual personnel records, plus any other documents in WORD, EXCEL, PDF or picture format</i>
1.5.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.6	Vacation Scheduling
1.6.1	<i>Vacation / Time Off Request Form</i>
1.6.2	<i>Vacation / Time Off Records / reports</i>
1.6.3	<i>How well does the Vacation Scheduling System:</i>
1.6.4	<i>Show tour and the number of individuals out, by classification</i>
1.6.5	<i>Measures the number of individuals out on vacation by classification per policy</i>
1.6.6	<i>Automatically update the summer tours for following year - advances by 3 double tours each year</i>
1.6.7	<i>Determine minimum and maximum number of "off season" vacation provided per policy?</i>
1.6.8	<i>Ensure right number of tours are provided each employee per year in accordance with Collective Agreement</i>
1.6.9	<i>Perform random selection of individuals, by classification, for "off season" tours</i>
1.6.10	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.7	Discipline / Grievance management
1.7.1	<i>Each employee has a discipline record or the personnel record includes discipline information</i>
1.7.2	<i>Summary and Detailed Reports are preset to be run by individual, division, squad, station, date, type of discipline etc.</i>
1.7.3	<i>Reports can be set up as exception reports on a set schedule</i>
1.7.4	<i>Discipline Letters and other documents can be attached / hyperlinked to individual personnel record (PDF, WORD, EXCEL, picture format)</i>
1.7.5	<i>Discipline can be flagged by "Sunset Clause" date for removal</i>
1.7.6	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
2	Automated Staff book off and call in System
2.1	<i>System has the ability to integrate with third party book off and call in software</i>
2.2	<i>Does the offering include an automated book off sick and call ins system/module?</i>
2.3	<i>Does the offered book off and call in system have the ability to integrate with Kronos Payroll system ?</i>
2.4	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3	Records Management (non personnel)
3.1	<i>General Requirements</i>
3.1.1	<i>Forms be fillable and attachable to personnel or property records</i>
3.1.2	<i>In Field and in the Office Data Access</i>
3.1.3	<i>Information should be queued in case of loss of connectivity</i>
3.1.4	<i>Ability to attach WORD, EXCEL ONE NOTE, PDF picture file types</i>
3.1.5	<i>Incidents can be viewed using a range of dates, address, response type,</i>

	<i>squad, station, etc.</i>
3.1.6	<i>Reports can be easily generated by date, type of incident, time on incident, equipment used,</i>
3.1.7	<i>Reports can be set up as exception reports on a set schedule</i>
3.2	<i>Database (non personnel)</i>
3.2.1	<i>Property Database (for example: address, structural info, ownership, building systems info and maps, drawings, hydrants, fire safety plans, key holder info)</i>
3.2.2	<i>Property Database - ability to see it on map / potential integration with City Maps application and AMANDA</i>
3.2.3	<i>Public Forms such as Inspection Request Form, Open Air Burn Permit Form be fillable and potentially submittable from City / LFD public website</i>
3.2.4	<i>Exception Reporting with mechanism to elicit response for deviation, for example:1. Response Time based upon predetermined travel standards;2. Turn out Time measured against predetermined standards;3. Periodic Checks not completed within departmental timelines (see Periodic Inspection Reports section for detail);4. Reports not completed or checked within departmental timelines and requirements;</i>
3.3	<i>Forms & Periodic Reports - All Divisions</i>
3.3.1	<i>Individual Requisition Forms - Clothing, Boots, Shoes, Bunker Gear, Dry Suits, helmets, etc.</i>
3.3.2	<i>Alterations Requisition Form - Clothing, Bunker Gear</i>
3.3.3	<i>Station Supplies Requisition Form - Medical Supplies, Cleaning Supplies, Kitchenware Supplies, etc.</i>
3.3.4	<i>Repair / Replacement Service Requisition Forms - Vehicles, Equipment, Facility (electrical, mechanical, plumbing, etc.)</i>
3.3.5	<i>Periodic (weekly, monthly, annual) Vehicle Checks</i>
3.3.6	<i>Periodic (weekly, monthly, annual) Equipment Checks</i>
3.3.7	<i>Periodic Check for Self Contained Breathing Apparatus (SCBA), Personal Protective Equipment (PPE), Air Bottles</i>
3.3.8	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.4	<i>Fire Prevention</i>
3.4.1	<i>Inspection Request Form</i>
3.4.2	<i>Application for Open Air Burn Permit</i>
3.4.3	<i>Request to invoice for Inspection (internal form)</i>
3.4.4	<i>Notice to Building Owners / Managers</i>
3.4.5	<i>Vulnerable Occupancy - Fire Drill Scenario Form (OFMEM Form)</i>
3.4.6	<i>Order to Pay Costs Form</i>
3.4.7	<i>Electrical Inspection Order</i>
3.4.8	<i>Primary Caution Notice</i>
3.4.9	<i>Certificate of Offence (multi copy) pre numbered</i>
3.4.10	<i>Fines Table</i>
3.4.11	<i>Fireworks Checklist (internal form)</i>
3.4.12	<i>Fireworks Discharge Permit</i>
3.4.13	<i>Fire Scene Release (multi copy)</i>
3.4.14	<i>Fire Safety Plan for Public Event Tents</i>
3.4.15	<i>Smoke Alarm Program - Residential Visit Report</i>
3.4.16	<i>After the Fire Program - Residential Visit Report</i>
3.4.17	<i>Vacant Building Assessment / Inspection / Change of Status Form</i>

3.4.18	<i>Inspector's Daily Activity Report</i>
3.4.19	<i>Public Educator's Daily Activity Report</i>
3.4.20	<i>FIS Risk Template (OFM Form)</i>
3.4.21	<i>Investigation Reports Fire Origin and Cause Assessment Report</i>
3.4.22	<i>Investigation Reports LFD Short Form Reports</i>
3.4.23	<i>Inspection Reports - Routine Orders, Recall, Complaint, Information, BL, RRUL Inspections</i>
3.4.24	<i>Inspection Reports Part I Tickets</i>
3.4.25	<i>Inspection Reports Part III Charges</i>
3.4.26	<i>Standard Letters</i>
3.4.27	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.4.28	<i>Activity Indicator Reports - Summary And Detail: Inspection activity by individual, such as but not limited to number of buildings, by building class, time taken, criticality of findings; type of inspection, zones</i>
3.4.29	<i>Monitoring Reports - Summary and Detail: activities such as recall inspections or complaint inspections to ensure adherence to timelines and flag for supervisor with exception reports</i>
3.4.30	<i>Activity Indicator Reports - Summary and Detail: Public education events activity by preparation time, presentation time, number of people attended, age groups, hot zone locations, material distributed, etc.</i>
3.4.31	<i>Inventory Usage and Ordering: Fire Prevention Supplies, Public Education Supplies</i>
3.5	<i>Fire Fighting</i>
3.5.1	<i>Fire Fighting - LFD Incident Report</i>
3.5.2	<i>Fire Fighting - LFD Medical Assist Report (MAR)</i>
3.5.3	<i>Fire Fighting - OFM Standard Incident Reporting (SIR)</i>
3.5.4	<i>Fire Fighting - OFM Injury Report</i>
3.5.5	<i>Exposure Report, linked to individual personnel record</i>
3.5.6	<i>Witness Statement</i>
3.5.7	<i>Designated Officer Incident Assessment Form</i>
3.5.8	<i>LFD Incident Safety Officer Checklist</i>
3.5.10	<i>Supervisor Report of Injury (SROI)</i>
3.5.11	<i>Work-Related Injuries - Supervisor Checklist</i>
3.5.12	<i>Incident Summary for Media Information</i>
3.5.13	<i>Report on Health or Safety Concern</i>
3.5.14	<i>Fire Watch - Duties Hand out (to be distributed in paper form)</i>
3.5.15	<i>Fire Watch - Log Form</i>
3.5.16	<i>Smoke Alarm - Waiver and indemnification Form (needed in multi-copy, paper form)used with 3.4.15</i>
3.5.17	<i>Liability Release Declaration (needed in multi copy, paper form)</i>
3.5.18	<i>Confirmation of Daily and Monthly Checks</i>
3.5.19	<i>Personal Protective Equipment (PPE) Inspection Report</i>
3.5.20	<i>Bunker Gear Clean or Repair</i>
3.5.21	<i>Full Body Harness Log</i>
3.5.22	<i>Pre-Incident Planning</i>
3.5.23	<i>Pre-Incident Planning - High Vulnerability Occupancies</i>
3.5.24	<i>Pre-Incident Planning - Hi Rise Apartment Building</i>
3.5.25	<i>Quick Action Response Plan</i>

3.5.26	<i>Requisition for alterations or modifications to apparatus or equipment</i>
3.5.27	<i>Checklist for Carbon Monoxide Alarm Emergency</i>
3.5.28	<i>Vacant Building Assessment Form</i>
3.5.29	<i>LFD Vehicle / Equipment - Lost or Damaged Report</i>
3.5.30	<i>Radio Issues Reporting</i>
3.5.31	<i>Failure or Malfunction of SCBA</i>
3.5.32	<i>Daily Apparatus Inspection Report</i>
3.5.33	<i>Weekly Vehicle and Equipment Report</i>
3.5.34	<i>Weekly Aerial Inspection Truck 7 - Emergency One</i>
3.5.35	<i>Weekly Aerial Inspection Truck 23 - Emergency One</i>
3.5.36	<i>Weekly Aerial Platform Inspection Truck 1</i>
3.5.37	<i>Weekly Aerial inspection SMEAL Aerials</i>
3.5.38	<i>Weekly Aerial 75 FT Quint Vehicle Inspection</i>
3.5.39	<i>Weekly Vehicle Inspection Report</i>
3.5.40	<i>Weekly Ancillary Equipment Check</i>
3.5.41	<i>Employee Functional Abilities assessment form</i>
3.5.42	<i>Employee Treatment Memorandum</i>
3.5.43	<i>City owned automobile / property / vehicle theft report</i>
3.5.44	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.6	Training <i>SEE LEARNING MANAGEMENT</i>
3.7	Apparatus <i>SEE ASSET MANAGEMENT & INVENTORY</i>
3.8	Communications & Dispatch
3.8.1	<i>Communications and Dispatch - Event Logs (Audio and Text versions)</i>
3.8.2	<i>Dispatch activity by individual, by dispatch time with exception reporting for exceeding pre-sets, call volumes per day, time of day, type of call (emergency or otherwise) - see attached samples</i>
3.8.3	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.8.4	<i>Weekly Radio Equipment Checks</i>
3.8.5	<i>Database of Road Closures</i>
4.0	Work Order System and Scheduling
4.1	<i>Electronic fillable forms and Processing System (with status changes shown by colour codes for example)</i>
4.2	<i>Facility, Vehicle or Equipment Repair / Replacement / Service Requests from Fire Stations to Apparatus or Facilities, subject to type of work.</i>
4.3	<i>Scheduling Fire Prevention Inspections, Recall Inspections and reminders. Automated messaging to Admin for invoicing with inspection details.</i>
4.3.1	<i>Ability to select occupancies based on risk, occupancy type, frequency of incidents, etc.</i>
4.3.2	<i>System permits scheduling by using estimated hours per inspection</i>
4.3.3	<i>Recall inspections automatically added to Inspectors schedule based on the recall date noted in the Inspection Order.</i>
4.3.4	<i>Systems takes into account employee scheduled time off such as vacations, accumulated overtime, training, meetings, etc.</i>

4.3.5	<i>System is linked to attendance module and automatically flags the CFPO and ACFPO when an Inspector books off ill or on bereavement</i>
4.4	<i>Scheduling Public education events with reminders. Ability to assign shared equipment to event.</i>
4.5	<i>Scheduling periodic (weekly, monthly, annual) inspections for vehicle checks, equipment checks, MTO checks, pump testing, ladder testing, Face Fit Testing of SCBA, Bottle Rotation, Training and such other work. Should be able to set up location specific or all locations, one time or recurring, assignable to a location or staff or classification type (for example, all FFAOs, all Platoon Chiefs),</i>
4.6	<i>Summary and Detail Reports showing upcoming activities by type, location, day, month, staff, equipment, etc.</i>
4.7	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
5.0	Learning Management System
5.1	<i>Similar functionalities as to what LFD is currently:</i>
5.2	<i>Module creation, when required, for a sub topic or new area of expertise (for example, administering naloxone, water rescue)</i>
5.3	<i>Lesson Planning repository with the access limited to Training Division staff</i>
5.4	<i>Training modules for self-study for each staff group with reminders for refresher courses</i>
5.5	<i>Training Records attached to the individual personnel record</i>
5.6	<i>Summary and Detail Reports showing mandatory training and refreshers by training instructor and trainee, hours of training, training type (mandatory /optional), training topic, date, date range, squad, recert dates, etc.</i>
5.7	<i>Monitoring of self-directed training by date due, etc. with exception reporting when staff fail to meet the department set goals and objectives</i>
5.8	<i>Training Assessments or Candidate Evaluations</i>
5.9	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
6.0	Asset Management & Inventory (Apparatus Division, Stores and Fire Stations)
6.1	<i>Tangible Capital Assets (vehicles, bunker gear, equipment, radios)</i>
6.1.1	<i>i. cost, warranty, estimated useful life, cost of repairs</i>
6.1.2	<i>ii. location of equipment (at which station and on which truck, where applicable) and trucks</i>
6.1.3	<i>iii. identify specialty equipment such as hazmat, tech rescue, water rescue by truck and station</i>
6.1.4	<i>iv. whether active or out of service</i>
6.1.5	<i>v. scheduling of repetitive tasks such as cleaning of bunker gear; MTO checks, etc.</i>
6.1.6	<i>vi. Where applicable, sound level testing results by assets.</i>
6.2	<i>Bunker Gear, Boots, Helmets, Uniforms and such records by employee, date of issue, size, colour, # of stripes, new / replacement / damaged</i>
6.3	<i>Clothing, Bunker Gear Record linked to Employee Record</i>
6.4	<i>Consumables – Apparatus Division Parts & Supplies, Haz Mat, Tech Rescue, Water Rescue Supplies, Medical Supplies, Station Supplies, Public Education Supplies</i>
6.5	<i>Stock replenishment to pre-established levels</i>
6.6	<i>Specialized Software and hardware in use by Comms, Training, Admin cost, warranty, estimated useful life, annual fees, licences, contact info, location</i>
6.7	<i>Apparatus Records to include truck location</i>
6.8	<i>Apparatus - Record and track Facilities and Vehicles service and maintenance – time spent, parts used (see Inventory and Asset Management section)</i>

6.9	<i>Vehicle & Equipment Analysis - Number of Vehicles or equipment serviced per month, repaired per month, time spent, cost per truck, per mechanic, historical vehicle maintenance cost by vehicle, etc.</i>
6.1	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
7.0	Incident Response Mapping - GPS / AVL
7.1	<i>A system that plots calls and transmits to responding vehicles on a tablet or such device, a map using IP addresses or other software, showing incident location as well as suggested routes for responding vehicles, radio channel and any other incident related or property related information such as an aerial view of the property, any fire safety plans or other documents related to the address that assist the response crew.</i>
7.2	<i>i. Live feed Dashboard by Stations should include, but not limited to: 1. Active Vehicles and equipment, staff by rank or classification, specialty training and certifications, by current location; 2. Vehicles responding to alarms, with response type (i.e. structure fire, motor vehicle collision (MVC), medical), staff on vehicles, geographic area, demographics; 3. General information provide in a static window or through scrolling message, or both, showing items like weather conditions, traffic, street closures, and as inputted by administration</i>

Project milestones should be developed for all service areas.

Fire Prevention and Personnel management proposed as Phase 1 of the project implementation.

The above is a sample of requirements to highlight expectations from ICO for the quoted price.

SCHEDULE A1B
GENERAL SAAS AND DATABASE RELATED REQUIREMENTS

ICO shall ensure the following SaaS and database related requirements are met:

1. Server uptime of at least 99.9%.
2. Support: Within its support services, ICO commits to provide:
 - a) 24 hours / 7 days a week / 365 days a year technological support for system issues
 - b) Issue resolution time lines when the resolve to issues cannot be immediately addressed during the telephone call advising ICO of an issue, ICO will endeavour to resolve the issue within the time frame of the Escalation Plan provided in this Agreement.
3. Integration: The application and databases shall be enabled to integrate with London, provincial, federal or other third party applications / databases as required and when available.
4. Storage of London's data on no less than three (3) servers located in Canada, noting that:
 - a) None of the data shall ever be stored outside of Canada
 - b) Provide a disaster recovery plan on how ICO recovers and protects London data in the event of a disaster.
5. Collection, Use and disclosure of London data – ICO or any of its agents shall not directly or indirectly use, collect or disclose any personal information for any purposes not authorized by London.
6. Restrictions on Further Data Transfers – Notification of transferring data from specific equipment, locations or territories so that it is clear which laws will apply to the relevant processing.
7. Storage of London's data – if requested ICO shall provide London owned data within 24 hours of request in a machine-readable format acceptable to London.
8. Confidential Information – ICO shall ensure:
 - a) That personal information collected and stored on the third party server is kept confidential and secure;
 - b) It limits the disclosure of confidential information to only those who have a need to know it;
 - c) ICO does not directly or indirectly disclose, destroy, exploit or use any confidential information without obtaining London's written consent.
9. Access to Information – Limit access to the information and restrict further uses by ICO as is appropriate for the context and sensitivity of the information; MFIPPA will govern where applicable.
10. Notice of Compelled Disclosure: If ICO is legally compelled to disclose any of London's confidential information, ICO must provide London with prompt notice to allow London to seek a protective order or other appropriate remedy to prevent or limit such disclosure.
11. Subcontracting: ICO is not permitted to subcontract the whole or any part of the Agreement without London's prior written consent.
12. Responsibility for Subcontractors – ICO retains prime responsibility and liability for any act or omission of any of its subcontractors (and their subcontractors) to the extent there is any breach of applicable data protection requirements.
13. Deletion and Backup of Data
 - a) Backups – backups of relevant data will be conducted on a regular basis and, if requested by London or LFD, copies will be provided.
14. Security – ICO represents, warrants, and confirms, and shall continue to ensure that:
 - a) all security measures are taken by all service providers and ensuring that these measures are complied with
 - b) provide London with quick detailed information in the event of a personal or confidential breach or security incident at all times and adhering to all regulations and provincial laws

- c) that the security and integrity of all personal information and records in its possession are complied with
 - d) Personal information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. ICO shall implement, use and maintain the most appropriate products, tools, measures and procedures to do so
 - e) that all points of sale devices must incorporate reliable security, including secure operating and control systems that prohibit any incoming connection to the devices.
15. Power Outage – Ensure that there are procedures in place in the event of an outage to ensure business continuity and prevent data loss.
 16. Business Recovery Following System Outages
 - a) Seamless synchronization when an application loses connectivity to the records management system
 - b) The module will seamlessly integrate with property databases as when available or as required.
 17. Service Levels – Subject to Service level agreements in terms of inputting, updating, modifying, archiving, returning or deleting data and what remedies are available for failure to meet relevant requirements.
 18. Ownership of the data – Data remains the property of London and any other data that London provides as it must comply with its obligations under privacy laws that include enabling customers to access their personal information, request corrections, and resolve issues and complaints.
 19. Return of Data on Termination of the Agreement, company changes ownership, bankruptcy, insolvency, receivership – Through an escrow process, ICO shall ensure London is provided with LFD data and applications should ICO commence insolvency proceedings, receivership, bankruptcy, takeovers or terminate the agreement, in order to not impact London's day-to-day operations.
 20. Retention and Destruction Exit Strategy – ICO must return all of London's data to London before the end of the term of the Agreement, with no copy kept by ICO. ICO will securely delete all London data within reasonable and specified timeframe: no later than six months after the Agreement has terminated.
 21. Audits – London will conduct audits from time to time on all services provided by ICO to ensure compliance with relevant agreements. Audits may include but not limited to periodical inspections, review access logs, review of threat risk assessments, privacy Impact Assessments (PIAs), vulnerability assessments, and confirm that physical locations where personal information is processed and stored are compliant.
 22. Compliance - At all times London must be compliant with all ICO's SaaS and Services requirements.

SCHEDULE A1C
Response of ICO to Request for Proposals (RFP)

As received by the Corporation of the City of London Purchasing & Supply Department

SCHEDULE A2 SERVICE FEES

CLOUD BASED ENTERPRISE WIDE MANAGEMENT ADMINISTRATION SYSTEM FOR LONDON FIRE DEPARTMENT

Cost Area	Personnel Database	Automated Book On Book Off System	Records Management	Work Order System & Scheduling	Learning Management System	Asset Management & Inventory	Incident Mapping, GPS / AVL	Total	Notes
One Time Costs:									
Software, Implementation and Integration									Progressive billing on a per module basis
Project Strategy, Planning and Management	\$70,000	\$10,000	\$70,000	\$10,000	\$20,000	\$10,000	\$25,000	\$215,000	25% at contract signature 25% after installation 25% after data integration 25% at go live
Business Requirements Analysis									
Change Management									
System Configuration and Setup									
Customization									
Testing									
Report Development									
Data Conversion									
Data Integration									
Training									
Initial Go Live Support									
Licencing and User Fees (during Implementation), as applicable									One-time payment for user licences
User Licences	\$35,000	\$10,000	\$50,000	\$10,000	\$20,000	\$20,000	\$20,000	\$165,000	50% at contract signature for all modules 50% after installation on per module basis
Information Security (during implementation)									
Backups, Disaster Recovery, Business Continuity								\$0	
Penetration Testing								\$0	
Other Costs									
Travel expenses	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$8,400	will be charged monthly according to real cost; Not to exceed \$8,400
Total One-Time Costs	\$106,200	\$21,200	\$121,200	\$21,200	\$41,200	\$31,200	\$46,200	\$388,400	
Recurring Maintenance Costs:									

Licencing and User Fees									Yearly cost: billing will start on a per module basis 90 days from Go Live
User Licences	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$1,750	
Other Software Licencing Fees								\$0	
Data Storage Charges	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$3,500	
Support and Maintenance								\$0	
Maintenance Fee / Annual Subscription	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$3,125	\$26,875	First year free of charge. Charge applicable 12 months after production date of the module
Upgrades / Updates	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$3,125	\$26,875	First year free of charge. Charge applicable 12 months after production date of the module
Custom Requests								\$0	
Information Security								\$0	
Backups, Disaster Recovery, Business Continuity	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000	
Penetration Testing	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000	
Recurring Maintenance Costs See below for detail by year	\$20,250	\$5,250	\$20,250	\$5,250	\$7,750	\$5,250	\$9,000	\$73,000	
Maintenance Schedule:									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10			
Rate of Increase over Prior Year (as a percentage)	0	2	2	2	2	2			

Recurring Maintenance Costs, assumed all modules, first payable in 2019		
Contract term 3 years (2018-2020)		
2019 Maintenance and Upgrades Waived		\$19,250
2020 Full Cost		\$73,000
TOTAL		\$92,250
Three 1 year extensions (2021, 2022, 2023)		
2021 Optional One year Extension (1 of 3) with 2% Increase		\$74,460
2022 Optional One year Extension (2 of 3) with 2% Increase		\$75,949
2023 Optional One year Extension (3 of 3) with 2% Increase		\$77,468

Additional Costs if and when needed:	
\$120	Hourly Rate for Professional Services
\$120	Hourly Rate for Custom Programming
\$120	Data Extraction

APPENDIX B

#18045

Chair and Members
Community and Protective Services Committee

April 4, 2018
(Award Contract)

**RE: Enterprise Wide Management / Administration Software
(Subledger CP180013)
Capital Project PP1025 - Interface & Mobile Data
ICO Technologies - \$388,400 (excluding H.S.T.)**

FINANCE REPORT ON THE SOURCES OF FINANCING:

Finance confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendation of the Acting Fire Chief, with the concurrence of the Managing Director of Neighbourhood, Children, and Fire Services, and the Director, Information Technology Services, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$200,000	\$200,000		\$200,000
Computer Equipment	800,000	791,452	386,688	\$404,764
Other City Related Expenses		8,548	8,548	\$0
NET ESTIMATED EXPENDITURES	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$395,236</u> 1)	<u>\$604,764</u>

SOURCE OF FINANCING:

Capital Levy	\$968,000	\$968,000	\$395,236	\$572,764
Drawdown from Vehicles & Equipment Fire R.F.	32,000	32,000		32,000
TOTAL FINANCING	<u>\$1,000,000</u>	<u>\$1,000,000</u>	<u>\$395,236</u>	<u>\$604,764</u>

Financial Note:

Contract Price	\$388,400
Add: HST @13%	50,492
Total Contract Price Including Taxes	438,892
Less: HST Rebate	43,656
Net Contract Price	<u>\$395,236</u>

Licencing and maintenance costs are typically at \$73,000 per year with a 2% annual increase.

LP

Jason Davies
Manager of Financial Planning & Policy