



## **REQUEST FOR PROPOSALS**

**Title:** Supply, Maintenance and Support of Parking Management System

**Reference No.:** 1220-030-2022-007

**FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)**

Issuance Date: July 12, 2022

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

The City of Surrey (the “**City**”) invites Proponents to provide Proposal(s) for the supply, maintenance and support of the City’s integrated parking permit system utilizing LPR-based vehicle tracking and virtual account management by individual users in order to manage the Surrey City Hall’s Parking Facility more particularly described in Schedule A (Specifications of Goods and Scope of Services) including Schedule A-1, A-2, A-3 and A-4 (collectively the “**Goods and Services**”) of this RFP. The description of the Goods and Services sets out the minimum requirements of the City. A person that submits Proposal(s) (the “[smulholland@bocomfort.com](mailto:smulholland@bocomfort.com)”) should prepare Proposal(s) that meets the preferred requirements, and may as it choose, in addition, also include goods, services or terms that exceed the minimum requirements.

The final scope of the Goods and Services will be as set out in the final agreement.

This RFP is designed to provide the Proponent with the information necessary to prepare a competitive Proposal. Similarly, the RFP process is intended to also provide the City with the information it requires to select a Proponent to provide the Services. Specifically, the City is looking for a Proponent that meets or exceeds the City’s requirements as described in Schedule A.

#### 1.2 Eligibility to Participate

Any interested party is eligible to participate in this RFP.

The current provider of the City’s Parking Management System, Concord Security Corporation, is not precluded from submitting a Proposal in response to this RFP. The current provider may have experience and knowledge that is not available to other interested parties. The City has endeavoured to make available to interested parties information in the City’s possession that the City has identified as relevant to the existing services agreement, except the City will not release any of the current provider’s confidential commercial information.

#### 1.3 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in Section 2.5;

“**City Website**” means [www.surrey.ca](http://www.surrey.ca);

“**Closing Time**” has the meaning set out in Section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Goods**” has the meaning set out in Schedule A;

“**Information Meeting**” has the meaning set out in Section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Goods are to be delivered and the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Anticipated Solicitation Schedule

The following is the City’s estimated timeline for the project.

Solicitation Schedule	Estimated Dates
Issuance/Posting of the RFP Documentation on BC Bid and City Websites	July 12, 2022
Information Meeting	July 21, 2022, 10:00am
RFP Date of Submission (Closing Date and Time	August 9, 2022
Evaluation of Proposals	Week of August 9, 2022
Interviews/Demonstrations dates for Preferred Proponents only (if any)	August 15-19 2022
Selection of Preferred Contractor	Estimated Week of September 6, 2022
Estimated Commencement Date	TBA

The City reserves the right to modify this schedule at the City’s discretion

## 2.2 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**on or before the following date and time**

**Time: 3:00 p.m., local time**

**Date: August 9, 2022**

**(the “Closing Time”).**

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the Owner’s receiving equipment functions properly so that the Proposal is received by the Closing Time.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt.

## 2.3 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City’s requirements under this RFP (the “**Information Meeting**”). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has been scheduled as follows:

When: Thursday, July 21, 2022

Where: Video/Phone Conference - Team Meeting

Proponents interested in participating in this Information Meeting should email their request to [purchasing@surrey.ca](mailto:purchasing@surrey.ca) no later than July 20, 2022.

Time: 10:00 a.m. (PST)

## 2.4 Late Proposals

Proposals submitted after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

## 2.5 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by Section 3.2. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City’s computer equipment functions properly so as to facilitate timely delivery of any amendment.

## 2.6 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-030-2022-007

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with Section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## 2.7 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the City website at [www.surrey.ca](http://www.surrey.ca) (collectively, the “**Websites**”), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## 2.8 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## 2.9 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## 2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

### **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

#### **3.1 Form of Proposal**

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

#### **3.2 Signature**

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

### **4. EVALUATION AND SELECTION**

#### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the City by an evaluation team appointed by the City (the “**Evaluation Team**”), which may consist of one or more persons. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

#### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine each Proponent's strength and ability to provide the Services in order to determine the Proposal, or Proposals, which are most advantageous to the City, using the following criteria:

- (a) Experience, Reputation and Resources – The Proponent's experience, reputation and resources as applicable to the performance of the Services.

For this evaluation criterion The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

- (b) Technical – The Proponent’s technical proposal for the performance of the Services as outlined in the Proponent’s responses to items in Schedule C-3 and Schedule C-4.
- (c) Financial – The Proponent’s financial proposal for the performance of the Services as described in the Proponent’s response to Schedule C-5.
- (d) Statement of Departures - The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. Specific weightings are not assigned to the individual evaluation criteria, but it is anticipated that the Proposal that offers the greatest overall value for money will be judged as most advantageous.

#### **4.3 Discrepancies in Proponent's Financial Proposal**

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

#### **4.4 Litigation**

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this Section, the City will consider whether the litigation is likely to affect the Proponent’s ability to work with the City, its contractors and representatives and whether the City’s experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

#### **4.5 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.



## **4.6 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

## **4.7 Negotiation of Contract and Award**

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
  - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
  - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
    - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
    - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Goods and Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Goods and Services in some other manner.

## **5. GENERAL CONDITIONS**

### **5.1 No City Obligation**

Notwithstanding any other provision in this RFP, this RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

### **5.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs,

expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### **5.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written Contract.

### **5.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

### **5.5 Solicitation of Council Members, City Staff and City Consultants**

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

### **5.6 Confidentiality**

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

### **5.7 No Claims**

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

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

**PROJECT TITLE: SUPPLY, MAINTENANCE AND SUPPORT OF PARKING MANAGEMENT SYSTEM**

*[Note: The scope of Services stated in this Schedule A of the RFP is current as of the date hereof but, may be amended through negotiations between the City of Surrey and the successful Proponent(s)].*

**1. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

The Goods and Services include without limitation the provision of skilled labour, materials, supplies and equipment if necessary, to provide, support and maintain a fully integrated parking management system which includes support and maintenance of parking equipment and any other requirements as more particularly described in this Schedule A including Schedules A-1, A-2, A-3 and A-4 (collectively, the “**Goods and Services**”).

A brief description of the Goods and Services include:

- (a) Provision/support of virtual parking permit system that integrates with existing pay stations, registration kiosks, mobile payment applications, and LPR system; and
- (b) Support and maintenance of the Parking Management System.

**1.1 General Requirements**

The Contractor is to support and maintain a multi-user parking system for the Surrey City Hall Parking Facility located at 13450 104 Ave., Surrey, British Columbia (the “**Parking Facility**”) which will accommodate, at minimum, the Surrey City Hall, the City Centre Library, the Civic Hotel, and the proposed future development site (collectively the “User Groups”) and to provide the Goods and Services as generally set out in this RFP.

The Contractor will be responsible for all aspects of parking system support and the maintenance of the Parking Equipment, including electronic pay stations, license plate recognition (“LPR”) cameras, electric vehicle (“EV”) charging equipment as well as provision/support of online/virtual permitting systems for all User Groups and event related parking such as film production and special events.

If the Contractor cannot provide the required Services with current equipment (**refer to Schedule A-2 Current Equipment Specifications**), the Contractor must describe what components would be replaced and include those costs in their submission (refer to Schedule C-3 Proponent’s Technical Proposal (Services)).

**1.2 Context Plan (Refer to Schedule A-3)**

The Parking Facility is part of a mixed-use development that also includes the Surrey City Hall, the City Centre Library, Civic Hotel, a commercial office tower, residential tower, and Civic Plaza. A future development to the south of the Surrey City Hall complex is proposed, which would utilize knock-out walls at the southern end of the parking facility to provide access. The timeline for this future development is unknown, however, The Contractor will be required to adapt the Parking System to accommodate any future developments/changes.

Contractor should be aware that the Parking Facility's ramps are the only way of accessing the residential tower's underground Parking Facility. Approximately 330 spaces are provided for its residents within the latter's underground Parking Facility.

### **1.3 Parking Level Floor Plans (Refer to Schedule A-4)**

The Parking Facility is a three-level underground structure situated beneath the new Surrey City Hall, City Centre Library and Civic Plaza. Parking Facility access and egress is through three ramps which provide access to the following streets: 104 Avenue, north of the new Surrey City Hall; Civic Plaza Lane, which will connect with City Parkway; and Central Avenue, west of the City Centre Library.

A total of approximately 800 spaces are provided within the Parking Facility. Broken down by floor, these generally include:

- (a) Level P-1 - 200 spaces, plus shipping and receiving and secure bike parking;
- (b) Level P-2 - 300 spaces; and
- (c) Level P-3 - 300 spaces.

The Parking Facility provides parking on an hourly, daily and monthly basis in addition to offering a number of reserved spaces to long-term User Groups.

The Contractor should note that the number of spaces allocated to each User Group are approximate values and are intended to provide a general sense of how space will be utilized. The City does not warrant the accuracy or completeness of these numbers.

Parking for Surrey City Hall visitors and City Centre Library patrons are located on parking level 1 (P-1). There are also ten (10) spaces for electric vehicles, including ten (10) electric vehicle charging stations on P-1. Additional electric vehicle parking is provided on parking level 2 (P-2). City Hall staff and fleet park on parking levels 2 and 3 (P-3). All visitors to the Surrey City Hall and the City Centre Library register for two hours of free parking via registration kiosks in the Surrey City Hall Atrium and City Centre Library. The latter integrates with the LPR enforcement system. Any stay on P-1 beyond 2 hours requires payment via mobile payment app or the six Digital Payment LUKE pay stations in various locations on P-1.

Parking levels P-2 and P-3 are reserved for Surrey City Hall staff and other permit holders during normal hours of operation. There are ninety (90) spaces on P-3 that are reserved for Civic Hotel and Kwantlen Polytechnic University guests. The Parking Management System includes virtual hotel guest and restaurant guest registration system.

### **1.4 User Groups**

The Contractor should be aware that the City provides nested and time/date zoned parking. User groups include:

- (a) City pool and fleet - 60 reserved spaces;
- (b) Surrey City Hall staff- 350 reserved and scramble spaces (monthly);
- (c) Surrey City Hall visitors- 100 scramble spaces (hourly and daily);
- (d) City Centre Library staff - 10 reserved and scramble spaces (monthly);
- (e) City Centre Library visitors - 100 scramble spaces (hourly);
- (f) Transient - 80 scramble spaces (hourly and daily);
- (g) Mixed-Use Development commercial occupiers and visitors - 80 reserved spaces; and

- (h) Mixed-Use Development hotel patrons - 20 reserved spaces.

The Contractor should note that the number of spaces allocated to each User Group are approximate values only.

## 1.5 Existing Equipment

The following equipment is installed and forms part of the integrated Parking Management System:

- Genetec AutoVu Sharp EX LPR cameras – 6 units
- Digital Payment Systems LUKE pay stations -10 units
- public registration kiosks (Ipad-based with cellular and WiFi connection) – 2 units
- Directional/wayfinding signage

**Refer to Schedule A-2 Current Equipment Specifications**

## 2. GENERAL EXPECTATIONS

The Contractor covenants and agrees that service expectations for the provision of the integrated Parking Management System includes, without limitations the following:

- (a) have a range of payment options, including mobile payment; payment at pay station, or virtual permit (both daily and monthly), the latter available online on via a stand-alone site supported by the Contractor;
- (b) sign-up for and manage their parking permits entirely online, and be able to contact the Contractor with any queries and receive an immediate response;
- (c) anticipate the City needs that may not have been identified;
- (d) work with the City to develop customized solutions;
- (e) develop working relationships with the City's contractors, including oversight and quality control for the cleaning contractor;
- (f) take responsibility for supporting Parking Management System components throughout the duration of the agreement;
- (g) respond positively to changing operational needs and requirements;
- (h) respond to all enquires in a timely and professional matter, particularly in matters related to enforcement, issuance of parking citations, and dispute resolution for appeal of parking citations;
- (i) endeavor to build a positive relationship with customers;
- (j) provide enhanced audit controls for cash flow and revenue collection;
- (k) provide capability to implement predetermined multiple rate structures (e.g. daytime, evening, events, different user groups);
- (l) provide a comprehensive suite of options for reporting and analysis; and
- (m) provide real-time notification, including equipment and enforcement alerts through multiple communication channels to staff indicating system status reports or enforcement requirements.

## 3. DESIRABLE OUTCOMES

The City's desired outcomes include, but are not limited to:

- (a) Support of a fully integrated Parking Management System as outlined in this RFP;
- (b) Additional optional components that would further enhance the Parking Management

- System;
- (c) A seamless migration of users from the current contractor's permit management system;
- (d) Training and support;
- (e) Maintenance;
- (f) Management; and
- (g) Enforcement.

#### **4. IMPLEMENTATION PLAN**

Any changes to the existing equipment will require submission of a detailed implementation plan covering the supply and installation of any Parking Equipment, operational signage and all other material and services involved. This plan shall be prepared after consultation with the City.

The Contractor will, prior to the commencement of Services, submit an implementation plan to the Department Representative for approval. The implementation plan should include, but is not limited to, designation of accounts managers; detailing of the proposed training program to be used for assigned personnel; and specific details regarding personnel uniforms, shift scheduling, and other requirements. The Contractor should confer with the Department Representative on whether requirements and supplies furnished by the Contractor are compatible with City operations prior to commencement of the Services.

The Contractor should also provide the Department Representative their current processes and/or procedures used to ensure personnel certifications and training remain in compliance with all operational and legal requirements including

- (a) The site orientation training;
- (b) Patrol procedures;
- (c) Reporting procedures;
- (d) Emergency procedures;
- (e) Emergency equipment;
- (f) Key control procedures;
- (g) City policies and procedures, including City Code of Conduct; and
- (h) All other topics that may be covered in standing post orders.

##### **4.1 Demonstration**

The City may request the Shortlisted Proponent(s) to provide a presentation/demonstration of your proposed Parking Equipment and Parking Management System as part of the evaluation process. This demonstration will allow Shortlisted Proponent(s) to present their Proposal and demonstrate the proposed Parking Equipment and Parking Management System to the Evaluation Team.

The City reserves the right not to conduct demonstrations at its sole discretion. Should the demonstrations be held, the City requires that they be led by the Contractor's key personnel (project manager). The City reserves the right, to record (audio/visual) of each shortlisted Proponent's demonstration.

##### **4.2 Project Manager**

In the event the Contractor proposes changes to the existing equipment, at minimum, the following requirements should be met:



- (a) The Contractor shall propose a qualified project manager to serve as and be empowered to act as its representative in providing on-site project management Services throughout the design, procurement, fabrication, installation, commissioning and testing of the Parking Equipment and Parking Management System;
- (b) The City shall have the right to refuse the appointment of a proposed project manager. The Contractor shall be notified of such refusal, in writing, by the City and shall propose an alternative candidate within five (5) business days of receiving the refusal;
- (c) The Contractor's project manager shall be assigned to this project and be on-site during all major installation, testing and operational activities;
- (d) The project manager shall also be responsible for:
  - (1) acting as a liaison between the Contractor and the City;
  - (2) coordinating installation of Parking Equipment and provision of the Services;
  - (3) conducting project meetings and providing written minutes of such meetings;
  - (4) providing reports concerning significant events, all work completed since the previous meeting and work to be conducted before the next meeting, and an ongoing activity breakdown schedule, with updates on the latter provided weekly; and
  - (5) providing information as requested by the City;
- (e) If the Contractor requests to permanently change the project manager, a request must be submitted in writing for review and approval by the City; and
- (f) The City reserves the right to require a change in project managers, should the City conclude that the current project manager has failed to be effective, responsive or cooperative.

#### **4.3 Equipment Installation**

In the event that the Contractor proposes new equipment, they should provide the City with a set of drawings identifying:

- (a) Parking Equipment specifications (e.g., make/model) and locations;
- (b) All equipment mounting requirements and locations;
- (c) Cabling requirements.
- (d) Electrical requirements;
- (e) Communications requirements; and
- (f) Any and all other identifiable items as required to complete the installation and operational requirements of the project.

#### **4.4 Cabling**

At minimum, the following requirements should be met:

- (a) The Contractor shall advise Department Representative on cabling requirements (e.g. type of cabling and feeds);
- (b) The City shall provide cabling up to each piece of Parking Equipment. The Contractor shall verify that the supply and installation of all cabling meets or exceeds the requirements of the Parking Equipment and software manufacturer. It shall be the responsibility of the Contractor's project manager to notify the Department Representative through official communication means of any conflicting issues along with options for resolution; and
- (c) The Contractor shall interconnect their Parking Equipment with the City's supplied cable and electrical power supplies.

#### **4.5 Equipment Mounting**

In the event the Contractor proposes/provides new equipment, all Parking Equipment shall be mounted in a safe, secure and effective manner within appropriate housings or protective coverings. To the extent possible, all housing and cabinets for similar devices or components shall be configured, cabled, and identified in an identical standardized manner. Any equipment mounted on parkade floors will first require x-ray verification that no conduit or power cabling within the concrete slab is penetrated/compromised. Any such x-ray verification will be at Contractor's expense with results to be submitted to City staff.

#### **4.6 Manufacturers and Installer Qualifications**

The manufacturer of any new/proposed equipment shall have at least 10 years proven experience in the manufacture of a fully functional Parking Equipment of this type and have a track record of similar installations in the Canadian marketplace in all aspects of design, engineering, manufacture and installation. Installers must be fully certified or qualified by the product manufacturer and should have at least ten (10) years of experience in similar projects and installations.

#### **4.7 Job Site Conditions**

The Parking Equipment installer shall verify the suitability of the job site conditions to accept the installation of equipment and allow time for any final adjustments or repairs before commencing work in accordance with the overall construction schedule.

#### **4.8 Installation**

- (a) Installation of any new Parking Equipment shall be the responsibility of the Contractor. Installation dates shall be agreed in advance with the City and coordinated with other trade activities on site to ensure a continuous and uninterrupted sequence of installation;
- (b) All work of this section shall be erected in strict accordance with the reviewed shop drawings and under the direct supervision of the Contractor;
- (c) All components shall be set in perfect alignment throughout;
- (d) The Contractor shall make final assembly and adjustments after the Parking Equipment is installed;
- (e) The Contractor or their licensed installer must provide instruction to the City's designated personnel in the proper operation, maintenance, adjustment and cleaning of the Parking Equipment prior to handover; and
- (f) Provide manufacturer's trained and experienced personnel for the actual delivery and installation.

#### **4.9 Meetings**

The City and the Contractor will meet regularly following the commencement date or such other frequency as may be mutually agreed, so as to:

- (a) on a monthly basis or such other frequency as may be mutually agree, so as to:
  - (1) discuss the status of the progress of the implementation plan;
  - (2) develop and refine the implementation plan; and
  - (3) discuss any other issues that arise relating to the performance of the Services.
- (b) on a weekly basis until during the first six months following the implementation



plan/commencement of Services, or such other frequencies as may be mutually agreed, so as to:

- (1) develop and refine the implementation plan, as needed;
- (2) review and evaluate the Contractor's performance of the Services;
- (3) discuss any actual or perceived problems with the performance of the Services by the Contractor;
- (4) discuss and resolve any complaints from either party; and
- (5) discuss any other issues that arise.

## **5. CUSTOMER SERVICE**

Customer service is a prime focus of the City. The Contractor shall ensure that all employees, whether at the site or at the Contractor's local office, are suitably trained to deal with a variety of customer service issues. For example, Contractor's employees should be familiar with all aspects of the Parking Facility, including key destinations within the general area.

### **5.1 Account Manager**

The Contractor shall:

- (a) designate an account manager, who will be responsible for overall management and coordination of the work under the Agreement. The account manager shall be available at all times during the specified hours of Service and shall act as the central point of contact with the City. The Contractor shall provide the Department Representative the names, addresses and telephone numbers of personnel and shall keep this information current at all times. The City has designated the Department Representative who will be the Contractor's point of contact for all day-to-day activities, questions and issues relating to the Services; and
- (b) provide fully trained and certified personnel in sufficient numbers so as to meet the identified on-site needs for such Services, and to perform all of the aforementioned functions.

### **5.2 Response to Customers**

Prior to the commencement of parking management Services, the Contractor shall establish a written resolution process for dealing with all types of customer feedback and complaints to be included in the site operations manual. All feedback and complaints shall be responded to in a courteous and professional manner on the Day they are received. The Contractor shall attempt to resolve the complaint in fulfillment of its obligations under this Contract and in the spirit of good public relations.

### **5.3 Response to the City**

The Contractor shall maintain customer support services as required to resolve customer complaints and monitor site operations. The Contractor shall have supervisory personnel who will communicate directly with the on-site staff and if necessary, attend the site to address serious customer service issues. At minimum, the following requirements should be met:

- (a) The Contractor shall have a representative return call to the City within thirty (30) minutes of an enquiry, twenty-four (24) hours a Day; and,
- (b) Within twenty-four (24) hours of a request by the City, the Contractor shall make available the Site supervisor and/or manager to meet with the City to resolve any complaints or

any other deficiency in Services.

#### **5.4 Feedback and Complaints Log**

The Contractor shall be required to keep electronic records of all feedback and complaints received by the Contractor. In addition, the Contractor shall be required to create and maintain a complaint log in a format approved by the City Representative, including the following information:

- (a) The date and time of the visit, call, email or letter;
- (b) The name, address and phone number of the person complaining;
- (c) The nature of the complaint received; and,
- (d) The action taken to rectify each complaint, including the date and time the action was taken.

#### **5.5 Feedback and Complaints Reports**

Upon request by the City, the Contractor shall provide written reports of all complaints, including copies of any original correspondence. The report shall also include a detailed description of the steps taken by the Contractor to resolve the complaints.

### **6. MONITORING OF PARKING FACILITY**

#### **6.1 General Requirements**

The Contractor, while not responsible for general security of the Parking Facility, shall accept responsibility for general monitoring of the Parking Facility and for incidents of property damage and injury that occurs within areas of the Contractor's jurisdiction. The Contractor's personnel shall provide a visual presence in an effort to deter criminal activity.

#### **6.2 Security Reports**

The Contractor's personnel shall promptly report any unusual event or emergency to the City's security personnel or sub-contractors. A reportable event would include, but is not limited to, the following:

- (a) Any person loitering after hours;
- (b) Any person using or selling illegal substances;
- (c) Any incident of person suspected of possessing an illegal weapon;
- (d) Any altercation in which a police officer was called;
- (e) Any altercation between persons resulting in injury;
- (f) Any safety hazard observed;
- (g) Any accident resulting in injuries to persons; and
- (h) Any incident such as a car theft, car accident, act of vandalism, robbery, etc.

Any reportable event shall be followed with a written report in which the Contractor's personnel shall state the facts - who, when, where and why. Written reports shall be completed at the earliest available opportunity. In no event shall it take longer than twenty-four (24) hours. The Department Representative shall be given a copy of all written reports.

## **7. FINANCIAL AND AUDIT CONTROLS**

### **7.1 General Requirements**

The Contractor's audit personnel shall be instructed in the use of financial and audit controls built into the Parking Management System. These controls may include the various counters and the activities that trigger the counters, links to the license plate recognition or vehicle system, verification of payments, ticket controls and cash collection procedures. Instruction for audit personnel shall address all aspects of operations, computer programming and report generation. Audit personnel should be taught (on-site) how to generate activity and summary reports and receive instruction on audit procedures, password access, computer programming and other sensitive areas where knowledge should be restricted.

### **7.2 Administration and Accounting Manual**

The administration and accounting manual shall contain all procedures necessary for the proper monitoring and administration of the Parking System as required by the City. At minimum, the manual should contain separate sections that cover the following topics:

- (a) Day-to-day operations;
- (b) Modification of field programmable settings;
- (c) Back-up and recovery;
- (d) Report production;
- (e) Contingency plans;
- (f) Configuration control; and
- (g) System diagnostics.

### **7.3 Audit Manual**

The audit manual shall contain audit and control procedures, including without limitation, maintenance of user identities, password control and security policy.

### **7.4 Funds Transfer**

All credit card revenue from the online permit system shall be electronically transferred upon receipt to a City provided bank account, i.e. not retained for any period of time by the Contractor. All pay station revenue shall be processed via a City merchant account.

## **8. FINANCIAL AND TAX REPORTING**

### **8.1 Monthly Statement of Account**

The Contractor shall be required to submit a monthly statement of account, on or before the tenth (10th) of the month following, clearly and accurately indicating, in a format approved by the City, gross revenues collected from all sources from the operation of the Parking Facility for the previous month. This monthly statement of account and operations shall include, but not be limited to, statistical information on ticket types and revenues listed by date and time, occupancy and peak demand factors, enforcement and maintenance logs, and any and all other information the City deems necessary for the successful monitoring of the Parking Facility.

## **8.2 Taxes and Levies**

The Contractor shall be responsible for collecting and remitting all applicable taxes and any such levy that may be imposed.

## **9. GENERAL MAINTENANCE AND CLEANING**

The Contractor shall source and oversee a cleaning services to ensure the Parking Facility is kept in a clean, safe and sanitary condition. Extent of cleaning responsibility includes entire Parking Facility areas up to lobby and elevator/stairwell entry points. Services to be performed include, but are not limited to the following:

- (a) At least once a Day:
  - (1) Inspect the general condition of the Parking Equipment;
  - (2) Clean the external housings of the Parking Equipment;
  - (3) Pick up litter within the Parking Facility;
  - (4) Deposit all litter in the City's designated waste disposal area and sort recyclable materials into appropriate bins;
- (b) At least once a week:
  - (1) Inspect surface drains and clean internal baskets;
  - (2) Inspect the Parking Facility for standing water or liquid spills and promptly remove any such spills;
  - (3) Inspect electrical, mechanical and cosmetic condition of the Parking Facility report immediately to the City Representative any issues;
  - (4) Inspect the Parking Facility for infestations of birds and other creatures and report to the City Representative any issues;
  - (5) Clean and repair signs at least and report to the City Representative any signs that should be replaced;
- (c) At least once a month:
  - (1) Inspect all paintwork within the Parking Facility;
  - (2) Review the condition of painted stall lines and curbs;
  - (3) Review the condition of all surface areas and report to the City Representative any areas that require pressure washing; and
- (d) As needed:
  - (1) Promptly remove any oil and grease residues;
  - (2) Promptly remove any salt, sand or gravel that is tracked into the Parking Facility;
  - (3) Monitor ice conditions along with any effect they have on ramps;
  - (4) Provide touch-ups of all paintwork including stall lines.

The Contractor's cleaning services will be subject to regular inspection by the Department Representative and any cleaning deemed unsatisfactory by the City must be redone within 24 hours.

### **9.1 Repair and Clean-Up**

The Contractor shall repair all damage to the Parking Facility and all associated Parking Equipment, resulting from or caused by the negligence, abuse, misuse or willful misconduct of the Contractor, its personnel and sub-contractors.

Prior to the commencement of parking a photographic and documented record shall be made by Contractor, detailing the condition of the Parking Facility and all associated Parking Equipment. This record shall be used to determine if significant damage is designated as

normal wear and tear or if it results from the neglect, abuse, misuse or willful misconduct of the Contractor, its personnel and subcontractors.

Upon expiration of the agreement or upon prior termination thereof, the Contractor shall leave the Parking Facility in a clean, safe and sanitary condition in accordance with the maintenance standards set out below and ensure that all associated Parking Equipment is fully operational.

## **10. MAINTENANCE OF PARKING EQUIPMENT**

### **10.1 General Requirements**

Equipment support and maintenance Services to be provided under this agreement shall include preventative, routine and emergency maintenance services. The Contractor shall, in addition to providing regular, scheduled maintenance on business days, provide on-call personnel for after hours, weekends and holiday support, as and when necessary. Cost of consumables such as ticket stock are to be included in Contractor's management fee.

### **10.2 Maintenance Personnel**

The Contractor's maintenance personnel shall be well versed in all aspects of the Parking Equipment hardware, configurations, application software and reporting modules and should be factory-certified technicians.

### **10.3 Routine Maintenance**

Routine maintenance Services shall include without limitation scheduled overhauls as recommended by the Parking Equipment and software manufacturers.

### **10.4 Preventive Maintenance**

Preventative maintenance services shall include without limitation inspection, testing, necessary adjustment, lubrication, parts cleaning and software updates as recommended by the Parking Equipment and software manufacturers.

### **10.5 Response to Equipment Failure**

Response to equipment failure shall include without limitation inspections and necessary tests to determine the causes of Parking Equipment or software malfunction or failure. The response services shall also include the furnishing and installation of components, parts, or software changes required to replace malfunctioning system elements and to return the equipment to service based on the timeframes specified in the following. NOTE: failure to strictly comply with the service standards detailed below will be considered sufficient cause for termination of contract and exercising any penalty options.

At minimum, the following requirements should be met:

- (a) The maximum time for corrective action during the warranty period for any failure other than an internal fibre/cable break shall be three (3) hours on a business day and four (4) hours during afterhours or weekends with an acknowledgement within fifteen (15) minutes. Callouts shall be deemed part of a normal business day when a call is logged between 8:00 am and 4:00 pm;

- (b) The Contractor shall be responsible for repair to components, including on-site parts replacements and any off-site system board repairs;
- (c) The Contractor shall provide adequate spare components and parts for repair turn around to assure that spare parts are available on site to accommodate repair of a failure to a ninety-nine percent (99%) confidence level; and,
- (d) Parts that are not immediately available should be shipped by the fastest means of shipment available. Shipping costs for replacement parts, not maintained in the Greater Vancouver area, shall be included in the warranty cost.

## **10.6 Spare Component Inventory**

The Contractor shall provide, an initial supply of consumables and spare parts at no cost to the City. These spare parts and consumables shall be owned by the City and maintained by the Contractor. The Contractor shall be required to replenish the parts stores as they are used so that there is always a consistent spare parts inventory available for use by the Contractor's technicians. All Parking Equipment parts should be replaced with identical parts once used and shall be newly manufactured (i.e. never been installed in an operational system other than for factory test purposes).

Spare parts inventory will include at minimum:

- (a) Card reader
- (b) Keypad
- (c) LCD screens
- (d) Controller/motherboard (pre-programmed, encoded, and ready for immediate installation /replacement of failed component)
- (e) Modem (if not an integrated component of the controller/motherboard)
- (f) Printer
- (g) Battery
- (h) Supply of all connector cables and mounting hardware
- (i) Ongoing supply of consumable items such as ticket rolls

The list of spare parts inventory above will be identified as "reserved for City of Surrey" and stored at a location to be identified by the City. The inventory will be presented and transferred to the City for inspection and storage for ten (10) days subsequent to completion of the Operating Demonstration Test (ODT). Under no circumstances will they be used for the servicing of another client's equipment.

## **10.7 Maintenance Log**

The Contractor shall be required to create and maintain a log of all maintenance services performed, including monthly summaries, in a format approved by the Department Representative. The format should include a parameter-driven maintenance log (e.g. organized by date, component type, specific module and problem type). In addition, the maintenance log should itemize the history of preventative maintenance and corrective/repair activities including but not limited to:

- (a) A sequential number for each failure;
- (b) Identification/description of the problem;
- (c) Date/time failure reported;
- (d) Reporting party;
- (e) Assigned technician;

- (f) Corrective action;
- (g) Identification of replaced components;
- (h) Date/Time malfunction component was tested and verified to be operational;
- (i) Delivery to depot of failed component and tracking information;
- (j) Delivery to inventory of repaired module;
- (k) Perpetual parts inventory module; and,
- (l) Software patches and updates (version number and date).

The Log shall also record all firmware, software and hardware updates.

## **10.8 Maintenance Reports**

The Contractor shall submit monthly maintenance reports to the City in a format approved by the Department Representative. At minimum, the monthly reports should include the following:

- (a) Number of problems experienced during the month;
- (b) Aggregate downtime as a result of the problems;
- (c) Date and time problem was reported;
- (d) Date and time Contractor's maintenance personnel or sub-contractors arrived;
- (e) Date and time problem was resolved;
- (f) Date and time maintenance personnel departed;
- (g) Number of hours Contractor's maintenance personnel or sub-contractors were on-site;
- (h) Number of items resolved during the month; and
- (i) Number of items outstanding at the end of the month.

Each monthly report will be submitted to the City Representative with a summary comparison against the previous month's report. A copy of each monthly report shall be included in the maintenance log.

## **11. COMMENCEMENT OF PARKING MANAGEMENT SERVICES**

At the commencement of Services the Contractor should have:

- (a) Acquired all keys, software passwords and security information necessary to access and operate the Parking Facility, including Parking Equipment;
- (b) Coordinated access to City's merchant accounts as required to permit credit card transactions;
- (c) Received all necessary operational documentation, software and licenses;
- (d) Completed all Parking Equipment and Parking System testing and sign-off for any new equipment;
- (e) Accepted all spare parts associated with any new Parking Equipment and confirmed they are in a working condition; and
- (f) Coordinated migration of all staff, public, and corporate parking permits from current contractor's permits system. Coordination to include a communications plan to all User Groups and detailed project management schedules for the transition (provide samples of similar communication processes and plans for comparable permit/user-group migrations).

**[END OF PAGE]**



**SCHEDULE A-1  
SUPPLY, MAINTENANCE AND SUPPORT OF PARKING MANAGEMENT  
SYSTEM REQUIREMENTS**

For greater certainty, the requirements listed in Schedule A-1 (Supply, Maintenance and Support of Parking Management System Requirements) are divisible into two general categories: functional requirements and technical requirements (the “**Parking Systems Requirements**”) for the Services set out below).

**A. FUNCTIONAL REQUIREMENTS**

**1. GENERAL CONTRACTOR RESPONSIBILITIES (PARKING FACILITY OPERATIONS)**

The following table is a list (at minimum, but not limited to) of the scope of work items that generally comprise the Contractor’s responsibilities associated with this project. The Contractor’s responsibilities are directly related to the Parking Facility operations and are at the sole expense of the Contractor.

Category	Operational Task
Enforcement	Collection services for violations issued
Enforcement	Enforcement personnel, foot patrols – wages and benefits
Enforcement	Enforcement personnel, mobile patrols – wages and benefits
Enforcement	ICBC license plate searches
Enforcement	Patrol and enforcement supplies
Enforcement	Vehicle, mobile enforcement costs
General	Bonding – Performance security
General	Bonding – Fidelity I bonding
General	Insurance – commercial general liability
General	Insurance - vehicle
General	Insurance – equipment insurance
General	Preparation of contractual documents
Maintenance	Visual inspections of electrical, mechanical, and cosmetic issues
Maintenance	Drain inspection and cleaning
Maintenance	General daily litter pick up
Maintenance	General onsite cleaning supplies
Maintenance	Grease & oil cleanup
Maintenance	Inspection of paintwork
Maintenance	Inspection and notification of trip and fall hazards
Maintenance	Maintenance personnel – wages and benefits (cleaning services)
Maintenance	Monthly structural inspections
Maintenance	Power or pressure washing
Maintenance	Power sweeping
Maintenance	Servicing of garbage receptacles
Maintenance	Removal of vegetation
Maintenance	Repainting of faded lines and on ground directional guides
Maintenance	Repainting of faded paintwork – handrails, structural components, etc.
Maintenance	Sign cleaning & repair
Office	Annual budget preparation



Office	Merchant account (credit card) setup and administration
Office	Monthly accounting & reporting
Office	Offsite based computer equipment, software, and maintenance
Office	Payroll administration
Office	Staff scheduling
Office	Statement preparation and mailings
Office	Statistical information collection and reporting
Office	Tax remittance, PST / GST & TransLink
Office	Yearly accounting and reporting
Office	Yearly financial audit of operation
Operations	Operational issue consultation – supervisory and management staff
Operations	After hours response – equipment or operational
Operations	Business License, site specific
Operations	Communications – setup and administration of cellular services
Operations	Communications – equipment line/cellular charges
Operations	Communications – equipment alarm data transfer charges
Operations	Communications – credit card data transfer charges
Operations	Communications – financial & statistical monitoring
Operations	Communications – equipment alarm monitoring and response
Operations	Communications equipment – enforcement personnel
Operations	Communications equipment – site staff, hosts, etc.
Operations	Communications equipment – supervisory & management personnel
Operations	Equipment configuration, site programming and commissioning
Operations	Equipment software upgrades through the term of the contract
Operations	Informal and formal site meetings
Operations	Maintenance & repair of parking equipment – operator’s personnel (during warranty)
Operations	Maintenance & repair of parking equipment – outsourced supplier (during warranty)
Operations	Management personnel – wages and benefits
Operations	Monitoring of ice and snow conditions on ramps
Operations	On site computer equipment, software, and maintenance
Operations	On site computer, internet access
Operations	Parking equipment consumable supplies
Operations	Rate & operational surveys
Operations	Special Projects – charged out on a per project basis, to be named
Operations	Staff training – supervisory and site staff
Operations	Supervisory staff - wages and benefits
Operations	Traffic control personnel – special events, charged out on an hourly basis, to be named
Operations	Uniforms – enforcement personnel
Operations	Uniforms – on-site staff, hosts, etc.
Operations	Vehicles costs for enforcement personnel, driving to the site
Operations	Vehicles costs for on-site staff
Operations	Vehicles costs for supervisory and management personnel

Revenue Control	Cash collection & counting, operator's personnel – wages and benefits
Revenue Control	Cash collection & counting, outsourced supplier
Revenue Control	Credit card processing charges
Revenue Control	Daily, monthly and yearly field audits
Revenue Control	site audits
Revenue Control	Supply & maintenance of cash floats

## 2. PARKING SYSTEM REQUIREMENTS

The following will describe the City's functional requirements for the Parking System Services:

- (a) A Pay-by-license technology permit system, that integrates with existing pay stations, mobile payment, visitor registration kiosks, and the Genetec LPR camera system;
- (b) Support & maintenance of the existing pay stations, LPR cameras, and LPR system;
- (c) Support and maintenance of public and staff EV charging stations;
- (d) Permit system to include virtual/online parking accounts for the User Groups without the need for City administration of individual accounts;
- (e) Automatic tracking and billing via LPR of corporate User Groups such as external users (Hotel, restaurant, adjacent institutions) and internal User Groups (Fleet vehicles, Mayor and Council, etc.)
- (f) Vehicle identification with the ability to monitor multiple-use scenarios (e.g., nested areas, time zones and restricted areas) and at a later date, integrate data collected with a parking guidance system; and
- (g) Parking management software which provides an integrated link between pay stations, prepaid options, mobile payment applications, billing and reservation capabilities.

## 3. ENFORCEMENT PERSONNEL, TECHNOLOGY AND VEHICLES

### 3.1 Parking Enforcement Personnel

The Contractor shall be required to provide general patrol services to identify vehicles in violation of site regulations, vehicles without license plates or with expired plates and vehicles left for extended periods of time. In addition, parking enforcement personnel supplied by the Contractor shall:

- (a) Monitor the Parking Facility by LPR vehicle and/or foot;
- (b) ensure pay stations are functioning properly and have an adequate amount of receipt paper;
- (c) Provide instruction on use of Parking Equipment;
- (d) Give appropriate instructions or information to visitors upon request or direct them to the appropriate place for information if questions cannot be answered; and
- (e) Make daily reports regarding the performance of his/her shift and prepare special reports regarding any problems or incidents occurring during his/her shift.

The Contractor's parking enforcement personnel (parking patrollers, supervisors and site managers) need to be aware that they are dealing with the general public. Quality customer service is the highest goal of the City. Parking enforcement personnel are expected to conduct themselves in a prudent, courteous and ethical manner in all situations.

### **3.2 Enforcement Technology**

Where ticketing and/or towing are utilized, the Contractor should use handheld or vehicle mounted LPR enforcement technology with real-time communications and full audit and database capabilities, that issues printed violation tickets. This equipment must be integrated to provide notification of violations, for prepaid users and the general public, in a real-time format from the pay stations, mobile payment, registration kiosks, and the license plate recognition or vehicle identification systems.

### **3.3 Enforcement Vehicles**

The Contractor may provide and operate vehicles to assist with enforcement (e.g., using vehicle-mounted license plate recognition technology supplied by the Contractor). All enforcement vehicles and ancillary equipment shall be wholly owned by the Parking Contractor. At minimum, the following requirements should be met if and when vehicles are used by the Contractor:

- (a) Where provided, the Contractor shall be responsible for all upkeep and maintenance costs of all enforcement vehicles and for all licensing, permits, inspections and insurance as may be required to operate the enforcement vehicles and carry out the Services. The Contractor shall meet or exceed the City's vehicle insurance requirements outlined in the Contract;
- (b) Any vehicles used for enforcement purposes must be approved by the City. Vehicles provided by the Contractor shall be new or like new, late model vehicles with a priority given to plug-in electric. Prior to the commencement of management Services, the Contractor shall provide the Department Representative with a list of all vehicles to be used to perform the Services, including make, model and year of all vehicles;
- (c) Any vehicles used for enforcement purposes shall be clean, in good repair and safe to operate. Any enforcement vehicle that does not meet these standards shall immediately be removed from service and replaced by a substitute vehicle that has been approved by the Department Representative;
- (d) Upon request the Contractor shall produce current and valid certificates of inspection issued by authorized agents of the B.C. Ministry of Transportation and Infrastructure. All expenses incurred in obtaining such certificates of inspection shall be borne by the Contractor;
- (e) Enforcement vehicles shall be operated at all times in compliance with all local motor vehicle and emissions laws; and,
- (f) Enforcement vehicles will be equipped with LPR cameras and onboard enforcement hard/software that integrates with LPR enforcement system.

### **3.4 Violation Tickets and Impounding of Vehicles**

The Contractor shall be responsible for issuing violation tickets and impounding vehicles. Both ticketing and impounding practices, should they be required, must be reasonable and must balance efficiency of parking operations with public relations issues, including the preservation of the City's goodwill with respect to its employees and patrons. Violation policies and penalties must be developed by the Contractor and submitted for approval by the City as part of the Contractor's operational plan. At minimum, the following requirements should be met:

- (a) The Department Representative shall determine if and when a vehicle requires removal from the Parking Facility to a designated storage compound;
- (b) The Contractor shall be responsible for moving, towing and/or impounding any vehicle that parks in violation of the policies set out by the Contractor and approved by the City.

- The Contractor shall be responsible for notifying the vehicle's owner of the action and collecting any fees that may be applicable;
- (c) The Contractor shall provide and install strategically placed signs clearly indicating the towing company name, its impound address and telephone number;
  - (d) The Contractor shall provide the City with parking ticket specifications (front and back sides of a typical parking ticket delineating required formats) within thirty (30) Days following the issuance of the agreement. The ticket formation shall be such that the City can input their required information on the ticket and submit the revised ticket to the Contractor for review and revisions if required. An agreed upon ticket format shall be finalized within sixty (60) days after the issuance of the agreement.
  - (e) The Contractor shall provide an online dispute resolution service for recipients of violation notices, with the following functions:
    - (1) Online access via City website and dedicated portion of Contractor's website;
    - (2) Ability for recipients to provide details of appeal;
    - (3) Maximum 72 hour response to appeals by Contractor; and
    - (4) Ability for Contractor to provide detailed rationale for issuance of violation notice, including time-stamped digital photo of vehicle in question.
  - (f) The Contractor shall not forward any accounts to a follow-up/collection agency unless the City agrees to initiate this as an ongoing process.

### **3.5 Enforcement Activity Log**

The Contractor shall be required to keep electronic records of all violation tickets issued and vehicles impounded (e.g. copy of violation tickets, photos of license plates, etc.). In addition, the Contractor shall be required to create and maintain an enforcement activity log in a format approved by the City Representative, including for example:

- (a) Name of person issuing violation ticket;
- (b) The date and time of the violation;
- (c) Make, model and colour of vehicle in violation;
- (d) License plate number of vehicle in violation; and
- (e) The nature of the violation

### **3.6 Enforcement Reports**

Upon request by the City, the Contractor shall provide written reports pertaining to one or more violation tickets issued and/or vehicles impounded at the Parking Facility. The report should reference any enforcement-related questions, errors and disputes.

### **3.7 Enforcement Revenue**

100% of revenue from enforcement processes will be paid to the City within ten (10) days of receipt via electronic funds transfer (EFT) to a designated City bank account, and cross-referenced to the enforcement reports detailed above, without any deduction of enforcement expenses of any kind.

## **B. TECHNICAL REQUIREMENTS**

### **1. PARKING MANAGEMENT SYSTEM**

#### **1.1 General Requirements**

At minimum, the central management system should meet the following requirements:

- (a) should be programmable by City staff and expected to communicate in real-time to

- (b) transfer data or program configurations with pay stations ; shall be intuitive and easy to use, menu-driven through a graphical user interface. Preference may be given to desktop units using current Windows version ;
- (c) the Contractor shall assume responsibility for ensuring that the City receives timely notification of all software updates and patches, which are to be provided by the Contractor at no additional cost to the City;
- (d) be capable of providing a range of standard financial and statistical reports, as well as the ability to create personalized City-defined reports. The system shall be capable of saving reports in a variety of formats, including Z Microsoft Excel;
- (e) be capable of producing quick financial summary reports, including the capability to filter results by user group (e.g. City Hall staff, visitors etc.), time period and location of pay stations;
- (f) be accessed through a networked or web-based system, with preference given to solutions that provide a high level of security;
- (g) will allow the City to limit access to personal information to protect customer privacy. Ancillary users (e.g. mixed-used D\development commercial tenants) shall be able to access select features of central management system at the discretion of the City, including parking reservation and limited reporting capabilities;
- (h) capable of monitoring the operational and component condition of pay stations, with preference given to a central Parking Management System that is also capable of monitoring the condition of other integrated hardware solutions (e.g., license plate recognition and parking guidance systems); and
- (i) the central management system, including the movement and review of credit card transactions, operates independently of any other City-managed computer network.

## **2. TESTING & COMMISSIONING**

### **2.1 General Requirements**

In the event the Contractor proposes/provides new equipment, all new Parking Equipment components provided under this Agreement shall be installed, initialized and tested by the Contractor prior to any final acceptance tests performed by the City or its agents. At minimum, the following requirements should be met:

- (a) The Contractor shall develop test procedures to test all system functionalities;
- (b) The test procedures document should be submitted to the City for review and comment thirty (30) Days prior to a required test;
- (c) The City's comments shall be incorporated into the test procedures. This revised document shall be bound and termed the "test procedures document." One (1) bound copy shall be an original, containing original signatures of the test observers and this copy shall become the City's record copy. The Contractor, at the request of the City, shall provide additional copies; and
- (d) No test performed on the system shall be classified as a success until the City signs a successful test completion document.

### **2.2 Permit/User Group Migration**

The Contractor will be responsible for a coordinated migration of all staff, public, and corporate parking permits from the current contractor's permits system. Coordination to include a communications plan to all User Groups and detailed project management schedules for the transition. As part of Contractor submission, provide a project management schedule for the data migration and user group communication. Provide samples of similar communication processes and plans for comparable permit/user-group migrations, with description of transition team's

experience, qualifications, and demonstrated capacity to comply with provincial data privacy legislation.

### **3. AUDIT CONTROLS**

#### **3.1 Monthly Parking Permit System**

The Contractor shall provide and support an online portal that allows the various User Groups to select from multiple rate categories and establish automatic billing to individual credit cards.

Specific requirements in connection with this include:

- (a) Utilization of license plates as credentials, rather than any tag, decal, or printed permit;
- (b) Integration with the enforcement/pay station/central management system, including real time and/or on-demand upload of accredited permits to the central management and enforcement system;
- (c) Ability to accept payment in the form of Amex, Visa, or MC;
- (d) Ability for recurring, month-to-month payment (as opposed to a requirement for payment made in advance for multiple month's parking);
- (e) Online registration and payment capabilities for external customers, i.e. non COS permits;
- (f) Ability to set rate-segment limits, i.e., to specify a maximum number of permits sold at any given time within a rate category such as 24-hour reserved, 12 hours reserved, etc.;
- (g) Ability to create a waitlist for any requests for permit parking that exceed the maximum available within a rate category;
- (h) Notification of waitlist customers via email or text-message as permits/vacancies become available;
- (i) Notification of customers (via email or text-message) prior to expiry of their chosen parking term;
- (j) Ability to accommodate a minimum 6 rate categories including:
  - 12 hour reserved,
  - 24 hour reserved,
  - unreserved/scramble,
- (k) In addition to the above rate categories, the system will offer a day pass system, configurable by the end user to allow credit card funded credits to an electronic wallet, and a graphic user interface that allows users to apply wallet credits to specific days of the month, in real time and in advance of date of parking;
- (l) Provision for individual departments to validate /register vehicles for complimentary parking;
- (m) Any development, support and maintenance fees for the system to be included in total fee and system pricing; and
- (n) Strict compliance with all applicable data privacy legislation.

**[END OF PAGE]**

**SCHEDULE A-2 CURRENT EQUIPMENT SPECIFICATIONS**

**SCHEDULE A-3 CONTEXT PLANS**



**SCHEDULE A-4 PARKING LEVEL FLOOR PLANS**

**SCHEDULE B – DRAFT CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** Supply, Maintenance and Support of Parking Management System

**Reference No.:** 1220-030-2022-007

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## SUPPLY, MAINTENANCE AND SUPPORT OF PARKING MANAGEMENT SYSTEM

THIS AGREEMENT is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

AGREEMENT No.: 1220-030-2022-007

### BETWEEN:

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., V3T 1V8, Canada  
(the "City")

### AND:

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Contractor)*

(the "Contractor")

**WHEREAS** the City wishes to engage the Contractor to provide the Goods and Services and the Contractor agrees to provide the Goods and Services.

### *Supply, Maintenance and Support of Parking Management System*

**THEREFORE** in consideration of the premises and payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

#### 1. INTERPRETATION

##### 1.1 Definitions

In this agreement the following definitions apply:

"**Agreement**" means this agreement between the City and Contractor, inclusive of all appendices, schedules, attachments, addenda and other documents incorporated by reference;

"**Business Day**" means any day other than a Saturday, Sunday or any statutory holiday in the province of British Columbia;

"**Change**" means as specified in Section 20.12;

"**Change Order**" means as specified in Section 20.12 (e);

"**Contemplated Change Order**" means as specified in Section 20.12 (c);

"**Contractor**" means the contractor named as a party to this Contract and who is providing Parking Equipment and Services under this Contract

"**Department Representative**" means the City's Parking Services Manager, Engineering

Department, who shall represent the City for the for the purposes of this Agreement, or such other persons who may be appointed in writing by the City;

**"Disbursements"** has the meaning set out in Section 5.3;

**"Dispute"** has the meaning set out in Section 14.1;

**"Fees"** has the meaning set out in Section 5.1;

**"Goods"** has the meaning set out in Section 2.1;

**"Indemnitees"** has the meaning set out in Section 7.1;

**"Invoice"** has the meaning set out in Section 5.2(a)

**"Parking Equipment"** means the equipment, hardware, software, signage, consumables and materials as generally described in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;

**"Parking Facility"** has the meaning as set out in Schedule A;

**"Parking Management System"** means the total parking system including all current and future Parking Equipment and Services to be provided by the Contractor in accordance with this Contract;

**"Services"** has the meaning set out in Section 2.1;

**"Term"** has the meaning set out in Section 2.5;

**"Time Schedule"** has the meaning set out in Section 2.6; and

**"User Groups"** has the meaning set out in Section 1.4 of Schedule A; and

**"Year of the Term"** as used herein shall mean each twelve-month period commencing on [Start Date].

## 1.2 Appendices

The following attached Appendices are a part of this Agreement:

- Appendix 1 Specifications of Goods and Scope of Services;
- Appendix 1-A Supply, Maintenance and Support of Parking Management System Requirements;
- Appendix 1-B Current Equipment Specifications;
- Appendix 1-C Context Plans;
- Appendix 1-D Parking Level Floor Plans;
- Appendix 2 – Fees and Payment;
- Appendix 3 – Time Schedule;
- Appendix 4 – Personnel and Sub-Contractors;
- Appendix 5 – Additional Services;
- Appendix 6 – Protection of Privacy;
- Appendix 7 – Confidentiality Agreement;

Appendix 8 - Prime Contractor Designation, Letter of Understanding; and  
Appendix 9 - Contractor Health & Safety Expectations - Responsibility of Contractors.

## **2. GOODS AND SERVICES**

### **2.1 Goods and Services**

The Contractor covenants and agrees with the City to provide the Supply, Maintenance and Support of Parking Management System in accordance with this Agreement. The Parking Equipment and Services provided will meet the minimum specifications and scope set out in Schedule A. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the City.

### **2.2 Amendment of Goods and Services**

The City may from time to time, by written notice to the Contractor, make changes to the in the specifications of Parking Equipment and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Appendix 2.

### **2.3 Additional Goods and Services**

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be listed in Appendix 5. The terms of this Agreement will apply to any additional goods and services, and the fees for additional goods and services, and the time for the Contractor's performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional goods and services in excess of the scope of services requested in writing by the City.

### **2.4 Standard of Care**

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to supply the Parking Equipment and Services.

### **2.5 Term**

The Contractor will provide the Goods and Services for the period of three (3) years commencing on (START DATE) and terminating on (END DATE) (the "**Term**").

The City may, subject to satisfactory performance and funding approval, before the end of the Term, by 30 days written notice to the Contractor, extend the Term for a period of time not to exceed three (3) additional one (1) one-year renewal options. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

### **2.6 Time**

The Contractor acknowledges that time is of the essence with respect to the provision of the Goods and Services and accordingly the Contractor will provide the Goods and Services within the performance or



completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## **2.7 Warranty of Goods**

The Contractor warrants that the Goods supplied by the Contractor shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased.

The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e., motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.

## **2.8 Pandemic Restrictions**

The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the "**Pandemic**"). The Contractor advises that it is able to proceed with the Services under the Pandemic conditions and restrictions (collectively the "**Pandemic Restrictions**") as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor's performance of the Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.8 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 15 (Workers' Compensation Board and Occupational Health and Safety); and

- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

### **3. PERSONNEL AND SUBCONTRACTORS**

#### **3.1 Qualified Personnel**

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.

#### **3.2 Listed Personnel and Sub-Contractors**

The Contractor will provide the Goods and Services using the professional personnel and sub-contractors as may be listed in Appendix 4 and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Goods and Services without the prior written approval of the City.

#### **3.3 Replacement of Personnel or Subcontractors**

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

#### **3.4 Subcontractors and Assignment**

Except as provided for in Section 3.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

#### **3.5 Agreements with Subcontractors**

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

### **4. LIMITED AUTHORITY**

#### **4.1 Agent of City**

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

## 4.2 Independent Contractor

The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## 5. FEES

### 5.1 Payment for Goods and Services

The City will pay to the Contractor the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

### 5.2 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Each Invoice should be sent **electronically** to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) and include the following information:
  - (1) an invoice number;
  - (2) the Contractor's name, address and telephone number;
  - (3) the City's reference number for the Goods and Services; P.O. # (to be advised)
  - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
  - (5) the percentage of the Goods and Services completed at the end of the previous month;
  - (6) the total budget for the Goods and Services and the amount of the budget expended to the date of the Invoice;
  - (7) taxes (if any);
  - (8) grand total of the Invoice;
- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (c) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
- (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
- (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

The parties agree that all Fees as set out in this Agreement will remain in force for a period of thirty six (36) months and thereafter the Fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

### **5.3 Records**

The Contractor will prepare and maintain proper records related to the delivery of the Goods and Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and Services and for a period of six years after the Goods are delivered and the Services are complete.

### **5.4 Goods not listed in Appendix 2**

All replacement Goods not specifically listed in Appendix 2 but required will be supplied by the Contractor and invoiced to the City at cost plus ~~<~~ insert percentage discount (\_\_\_%).> The Contractor shall submit, upon request by the City, actual supplier's invoices to establish the cost of the Goods.

### **5.5 Units of Goods and Services**

The estimated units of Goods and Services in Appendix 2 are for determination of the price only. The City does not guarantee that the actual amounts of Goods and Services of any unit class will correspond even approximately to the estimated units, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Appendix 2.

### **5.6 Personnel Hourly Rates**

The personnel hourly rates in Appendix 2 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

### **5.7 Equipment Hourly Rates**

The equipment hourly rates in Appendix 2 shall include all overhead, profit and shall include operators, fuel, repairs, moving charges, etc. Time required for transportation of equipment to and from work sites within Surrey will be payable at the appropriate equipment hourly rates. Payment for time required to transport equipment into and out of the City's jurisdictional boundaries will not be payable.

### **5.8 Incidental Goods Supply**

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid for separately by the City under Appendix 2.

## **5.9 Non-Residents**

If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

## **6. PERFORMANCE SECURITY**

- 6.1 The Contractor shall, at its sole expense, furnish to the City a security in the form of an irrevocable letter of credit (the "letter of credit") in the amount of \$100,000 dollars in the form that is satisfactory to the City, as a security for the due and faithful performance of this Agreement by the Contractor. The City shall not be responsible for paying any interest on the letter of credit.
- 6.2 The City may at any time and from time to time, draw on the Letter of Credit to carry out the duties, obligations and responsibilities of the Contractor under this Contract if such duties, obligations and responsibilities are not completed to the City's satisfaction in accordance with the terms of this Contract, after a determination has been made in accordance with this Contract.
- 6.3 If the City draws on the Letter of Credit as permitted under subsection 6.2, then the Contractor shall, on thirty (30) Days of written notice from the City, replace the Letter of Credit with a replacement letter of credit in the same amount as the original Letter of Credit, in which case the replacement letter of credit will become the Letter of Credit.
- 6.4 The City may utilize the Letter of Credit as required to remedy any breach of this Contract and any damages resulting from said breach of this Contract by the Contractor. Such amount will not be considered to be liquidated damages and the Contractor will be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of this Contract.

## **7. CITY INSPECTION AND AUDIT**

- 7.1 The Contractor shall keep proper books of account and records in respect of all revenues, arising from its operation of the Parking Facility during the Term. The Contractor shall keep all revenues in separate titled accounts, and shall in no event commingle such funds with funds from the operation of other facilities or business operations. The City, its agents, solicitors and internal and external auditors may at any time inspect and review originals of the books of accounts, records, source documents, reports, computerized records, contracts, sub-contracts, and other papers of the Contractor or sub-contractor relating to the provision of Parking Equipment and Services under this Contract. All the books of account and records referred to herein shall be kept by the Contractor in good order at the Contractor's British Columbia head office, and shall not be destroyed without written consent from the City.
- 7.2 The City shall be entitled during the Term of the Contract at all such times as it in its sole discretion considers necessary and appropriate through its duly authorized agents to inspect, audit and make copies of any and all information in the Contractor's records relating to its operation of the Parking Facility. The City shall be entitled to inspect, audit and make copies of all of the information aforesaid at such locations as in its sole discretion it considers appropriate including, without limitation, the Contractor's head office and any other location or locations in which the Contractor or any of its personnel maintain records pertaining to this Contract.

- 7.3 The City shall, at all times, be provided with read-only and report generation access to all software or computer and Parking System based reporting systems that form part of the Parking Facility operations. The Contractor shall promptly, following the City's request, provide City personnel with access to the Contractor's internal audit trails, software, cash vaults within all Parking Equipment, and other similar locations that the City stipulates, for the purpose of conducting an audit or inspection relative to any and all financial matters pertaining to this Contract.
- 7.4 If the inspection or audit by the City indicates any discrepancies in cash revenues, credit card revenues, other forms of revenue generation, which in the opinion of the City are material discrepancies, the City shall be entitled to terminate the Contract as hereinafter provided for and/or seek any and all other remedies it may have against the Contractor pursuant to the Contract or at law.
- 7.5 If as a result of an inspection or audit the City determines in its sole discretion that the Contractor has understated the gross monthly revenues under the Contract by 1.5% or more, the entire expense of the inspection or audit incurred by the City shall be immediately due and payable by the Contractor to the City on demand, together with interest thereon from the date of the incurring of such expense by the City.

## **8. CITY RESPONSIBILITIES**

### **8.1 City Information**

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, reports and records which the City has in its possession that relate to the delivery of the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

### **8.2 City Decisions**

The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

### **8.3 Notice of Defect**

If the City observes or otherwise becomes aware of any fault or defect in the delivery of the Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of the Services.

## **9. DEFICIENCIES**

- 9.1 The City shall have a reasonable time to inspect and to accept the Parking Equipment. The City may reject any Parking Equipment not in accordance with this Contract, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Parking Equipment whereupon the Parking Equipment will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Parking Equipment are, immediately upon written demand by the City, payable by the



Contractor, and may be set off against any payments owing by the City to the Contractor.

- 9.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Parking Equipment are received or such deficiency or defect is remedied.

## **10. INSURANCE AND DAMAGES**

### **10.1 Indemnity**

The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the “**Indemnitees**”), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

### **10.2 Survival of Indemnity**

The indemnity described in this Contract will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

### **10.3 Contractor's Insurance Policies**

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12-month maintenance period,
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property;

- (d) Comprehensive Dishonesty, Disappearance and Destruction bond for commercial business: Insurance covering loss of money, securities and other property which the insured and the City shall sustain, to an amount not less than Thirty Thousand Dollars (\$30,000) for any one loss or in aggregate, resulting directly from fraudulent or dishonest act(s) committed by an employee or employees of the insured, acting alone or in collusion with others; and
- (e) Contractor's equipment insurance in an all-risks form covering construction machinery and equipment used for the performance of the Services.

#### **10.4 Insurance Requirements**

The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

#### **10.5 Contractor Responsibilities**

The Contractor acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

#### **10.6 Additional Insurance**

The Contractor shall place and maintain or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

#### **10.7 Waiver of Subrogation**

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

### **11. TERMINATION**

#### **11.1 By the City**

The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional



payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

### **11.2 Termination for Cause**

The City may terminate this Agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

If the City terminates this Contract as provided by this Section, then the City may:

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

### **11.3 Curing Defaults**

If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

## **12. APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS**

### **12.1 Applicable Laws and Policies**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.

The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

## **12.2 Codes and By-Laws**

The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.

## **12.3 Interpretation of Codes**

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Goods and Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

## **13. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

### **13.1 No Disclosure**

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

*Refer for Appendix 7 Confidentiality Agreement for reference.*

### **13.2 Freedom of Information and Protection of Privacy Act**

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

*Refer for Appendix 6 Privacy Protection Schedule*

### **13.3 Return of Property**

The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **14. USE OF WORK PRODUCT**

The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor.

## **15. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

15.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and

assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

- 15.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 15.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 15.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 15.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 15.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 15.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

## **16. BUSINESS LICENSE**

The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

## **17. EVENT OF FORCE MAJEURE**

- 17.1 The occurrence of an Event of Force Majeure shall not constitute a breach of the Contract if the party hereto thereby prevented from performing its obligations hereunder:
- (a) Has given to the other party hereto notice in writing of the occurrence of such Event of Force Majeure within twenty-four (24) hours after such occurrence has or ought to have become known to the frustrated party, with particulars of the Event of Force Majeure;
  - (b) Forthwith after the commencement of the Event of Force Majeure takes all possible and reasonable steps and uses and continues to use all reasonable efforts to remedy, mitigate and overcome any adverse effects of such Event of Force Majeure on the performance of its obligations under the Contract; and
  - (c) Discloses and continues to disclose to the other party hereto all circumstances regarding such Event of Force Majeure of which the frustrated party is aware and which may assist in remedying the adverse effects thereof.

## **18. DISPUTE RESOLUTION**

### **18.1 Dispute Resolution Procedures**

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“**Dispute**”) using the dispute resolution procedures set out in this Section 14.

- (a) Negotiation  
The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- (b) Mediation  
If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- (c) Litigation  
If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **19. JURISDICTION AND COUNCIL NON-APPROPRIATION**

- 19.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

19.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

## **20. GENERAL**

### **20.1 Entire Agreement**

This Agreement, including the Appendices and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Goods and Services.

### **20.2 Amendment**

This Agreement may be amended only by agreement in writing, signed by both parties.

### **20.3 Contractor Terms Rejected**

In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

### **20.4 Survival of Obligations**

All of the Contractor's obligations to perform the Goods and Services in a professional and proper manner will survive the termination or completion of this Agreement.

### **20.5 Cumulative Remedies**

The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

### **20.6 Notices**

Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

**(a) The City:**

**City of Surrey, Surrey City Hall**  
**<📧 insert department/division/section name>**

13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

Attention: <img alt="redacted" data-bbox="264 131 296 144"/> **insert contact name**>  
<img alt="redacted" data-bbox="264 148 296 161"/> **insert title**>

Telephone No.: <img alt="redacted" data-bbox="321 184 353 197"/> **insert**>  
Fax No.: <img alt="redacted" data-bbox="321 201 353 214"/> **insert**>  
Email: <img alt="redacted" data-bbox="321 218 353 231"/> **insert**>

**(b) The Contractor:**

<img alt="redacted" data-bbox="264 283 296 296"/> **insert name and address**>

Attention: <img alt="redacted" data-bbox="264 316 296 329"/> **insert contact name**>  
<img alt="redacted" data-bbox="264 333 296 346"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="321 369 353 382"/> **insert**>  
Business Email: <img alt="redacted" data-bbox="321 386 353 399"/> **insert**>

**20.7 Unenforceability**

If any provision of this Agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

**20.8 Headings**

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

**20.9 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

**20.10 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**20.11 Signature**

This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

## 20.12 Changes

- (a) A Change is an addition, deletion or alteration of the Services within the general scope of the Services as described in the agreement.
- (b) The City may without invalidating this agreement make a Change to the Services. If the City makes a Change to the Services, then the City shall issue a Change Order.
- (c) The City may at any time give the Contractor a written request (a "**Contemplated Change Order**") to provide a Quotation for a specified Change that the City is considering.
- (d) If the City gives the Contractor a Contemplated Change Order, then the Contractor shall, as part of the Services, respond as promptly as possible with a written price quotation (a "**Quotation**"). The Quotation shall comply with the following:  
Any Quotation submitted by the Contractor for a Change, a Contemplated Change Order shall, unless expressly stated otherwise in the Quotation, be interpreted to represent the total adjustment to the Fees (excluding GST) owing on account for the Services contemplated by the Quotation.
- (e) The City may at any time, by way of a Change Order, direct the Contractor to proceed with a Change and the Contractor shall comply with such direction.
- (f) The Contractor shall furnish the Services or deliverables in the Change Order in accordance with the requirements of the agreement and any written provisions, specifications, or special instructions issued by the City with respect to the Change Order.
- (g) The Contractor shall not make any changes to the specifications without a Change Order. The City may refuse to accept all or a part of the Services if changes are made by the Contractor without a Change Order. The City will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

## 20.13 Criminal Records Check

It is the responsibility of the Contractor to ensure that all individuals working under the Agreement are in compliance with the *Criminal Records Review Act*.

The Contractor shall have a corporate policy in place regarding criminal records check. The City reserves the right to audit the process.

## 20.14 Compliance with Communicable Disease Plan

It is a material term of this Agreement that the Contractor, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's Communicable Disease plan and requirements, including with respect to Consultant's personnel will perform a self-health assessment prior to beginning work each day on-site.

**20.15 Enurement**

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

**[OPTIONAL – SPECIAL CONDITIONS]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first above written.

**CITY OF SURREY**

**I/We have the authority to bind the City.**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**[INSERT NAME OF CONTRACTOR]**

**I/We have the authority to bind the Contractor.**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)



**(APPENDICES 1 THROUGH 9 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)**

**APPENDIX 1 SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**APPENDIX 1-A SUPPLY, MAINTENANCE AND SUPPORT OF PARKING MANAGEMENT SYSTEM REQUIREMENTS**

**APPENDIX 1-B CONTEXT PLAN**

**APPENDIX 1-C PARKING LEVEL FLOOR PLANS**

**APPENDIX 1-D CURRENT EQUIPMENT SPECIFICATIONS**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

**APPENDIX 6 – PRIVACY PROTECTION SCHEDULE**

**APPENDIX 7 – CONFIDENTIALITY AGREEMENT**

**APPENDIX 8 – PRIME CONTRACTOR DESIGNATION, LETTER OF UNDERSTANDING**

**APPENDIX 9 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS – RESPONSIBILITY OF CONTRACTORS**

## **APPENDIX 6 – PRIVACY PROTECTION SCHEDULE**

(Included for reference purposes – will be attached to final agreement)

This Attachment forms part of the agreement between \_\_\_\_\_ (the "Public Body") and \_\_\_\_\_ (the "Contractor") respecting Request for Proposals #1220-030-2022-007 Supply, Maintenance and Support of Parking Management System (the "Agreement").

### **Definitions**

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### **Purpose**

2. The purpose of this Schedule is to:
  - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

### **Collection of personal information**

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

### **Accuracy of personal information**

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Correction of personal information**

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information

management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**[END OF PAGE]**

**APPENDIX 7 – CONFIDENTIALITY AGREEMENT**  
(Included for reference purposes – will be attached to final agreement)

This Attachment forms part of the agreement between City of Surrey (the "Public Body") and \_\_\_\_\_ (the "Contractor") respecting Supply, Maintenance and Support of Parking Management System – City Hall Request For Proposals #1220-030-2022-007 (the "Agreement").

**WHEREAS:**

- A. The Contractor and the City acknowledge that the process of the Contractor having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Agreement "Confidential Information" means any information, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B. The Contractor has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

**THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

- 1. The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.
- 2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor's directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
- 3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
- 4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Contractor utilizes to protect its own confidential information of a similar nature.
- 5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
- 6. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
- 7. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City.

8. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Contractor acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Contractor the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor's dealings or engagement with the City.
12. The Contractor represents that is not now a party to and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

**[END OF PAGE]**

**APPENDIX 8  
PRIME CONTRACTOR DESIGNATION, LETTER OF UNDERSTANDING**

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3), which states:  
**Coordination of multiple-employer workplaces**

**118 (1)** *In this section:*

"**multiple-employer workplace**" means a workplace where workers of 2 or more employers are working at the same time:

"**prime contractor**" means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
  - (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
  - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and *WorkSafeBC OH&S Regulation*.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any *WorkSafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-030-2022-007

Project Title and Site Location: Supply, Maintenance and Support of Parking Management System

Prime Contractor Name: \_\_\_\_\_

Prime Contractor Address: \_\_\_\_\_

Business Telephone/Business Fax Numbers: Phone: \_\_\_\_\_

Name of Person in Charge of Project: \_\_\_\_\_

Name of Person Responsible for Coordinating Health & Safety Activities: \_\_\_\_\_

Phone: \_\_\_\_\_

Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.



## **APPENDIX 9**

### **CONTRACTOR HEALTH & SAFETY EXPECTATIONS - RESPONSIBILITY OF CONTRACTOR(S)**

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

#### **PERSONNEL**

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

#### **SAFETY MANAGEMENT SYSTEM**

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

#### **WORK AREAS –City Facilities**

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

#### **SAFETY ATTITUDE**

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

#### **All Employees & Contractors:**



It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

## GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
  
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
  - a) Aisles are to be kept clear at all times.
  - b) Individual work areas are to be kept clean and tidy.
  - c) All materials, tools, products and equipment are to be kept in their designated areas.
  - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
  - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
  
15. **Fire Prevention:**
  - a) Become familiar with Surroundings and emergency exit.
  - b) Ensure aisles and exits are not blocked at any time.
  - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
  
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
  - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
  - c) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
  - d) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
  - e) The Operator must check all safety devices on equipment before operation.
  - f) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment

or lubrication.

- g) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
- h) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- i) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- j) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

<b>Issued By:</b>	<b>Occupational Health &amp; Safety Section - Contractor Coordination Program</b>
<b>Date:</b>	<b>Revised: January 14, 2015    Original: August 15, 2014</b>
<b>Distributed:</b>	<b>Via Email &amp; Posted on Intranet: January 16, 2015 :<u>August 15, 2014</u></b>

**This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.**

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

Date: \_\_\_\_\_

**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title:**                   **Supply, Maintenance and Support of Parking Management System**

**RFP Reference No.:**               **1220-030-2022-007**

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

**To:**                                   **City of Surrey**

**City Representative:** Sunny Kaila, Manager, Procurement Services

**Email for PDF Files:** purchasing@surrey.ca

Dear Sir:

- 1.0** I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP.
  
- 2.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:  
  
Schedule C-1 – Statement of Departures;  
Schedule C-2 – Proponent’s Experience, Reputation and Resources;  
Schedule C-3 – Proponent’s Technical Proposal (Services);  
Schedule C-4 – Proponent’s Technical Proposal (Time Schedule); and  
Schedule C-5 – Proponent’s Financial Proposal.
  
- 3.0** **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.
  
- 4.0** I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the “prime contractor” as provided by the Worker’s Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims,

demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

**This Proposal** is submitted by this **[day]** day of **[month]**, **[year]**.

**I/We have the authority to bind the Proponent.**

\_\_\_\_\_  
(Legal Name of Proponent)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**SCHEDULE C-1 - STATEMENT OF DEPARTURES**

1. I/We have reviewed the proposed agreement attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that agreement, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number \_\_\_\_\_;
- (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at [www.surrey.ca](http://www.surrey.ca) search [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal business license Number: \_\_\_\_\_;
- (e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is \_\_\_\_\_; and
- (f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Requested Departure(s) / Alternative(s)

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

## **SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES**

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Proponent's relevant experience and qualifications in delivering the Goods and Services similar to those required by this RFP (i.e. operation of multi-level, multi-use parking facilities) by identifying the following:
  - (1) Provide a brief description of up to three (3) projects where the Proponent provided supply, maintenance and ongoing technical support and management services for a facility utilizing license plate recognition technology and virtual parking permits as the primary control/credential method. Identify each project by name and date of commencement; and
  - (2) Identify other parking management contracts that you feel may be relevant in evaluating your corporate experience. Provide name, date of commencement and a brief description.
- (ii) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased);
- (iii) Provide a list of proposed vehicles to be used to perform the Services, including make, model and year of all vehicles.
- (iv) Proponent's references (company name and email/telephone number). The City's preference is to have a minimum of three references (i.e., site personnel who are conversant with the day-to-day operations of these facilities). Include contact name, position and contact information for each reference. Indicate whether the Proponent still manages the facility;
- (v) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vi) Provide background information of the Proponent's key personnel proposed to support the Parking Management System and undertake the Services. At minimum, identify the background and experience of the persons responsible for:
  - (1) Overall contract administration, including management of the Parking Facility and responsibility for all on-site personnel and sub-contracted support persons, if any. This person must have the ability to sign on behalf of the Contractor. Provide contact information, relevant training/credentials and experience, including reference to projects that are of a similar on size and complexity to the Parking Facility. List expected areas of responsibilities;
  - (2) Project management (position referred to as the "project manager" in Schedule A. Provide contact information, relevant training/credentials and experience, including reference to projects that are of a similar on size and complexity as specified in this RFP. List expected areas of responsibilities;
  - (3) Day-to-day site management/supervision. Provide contact information, relevant training/credentials and experience, including reference to projects that are of a similar in size and complexity as specified in this RFP. List expected areas of responsibilities; and

- (4) Management of technical services, including but not limited to the maintenance and troubleshooting of Parking Equipment. Provide contact information, relevant training/credentials and experience, including reference to projects that are of a similar in size and complexity to the Parking Facility. List expected areas of responsibilities.

**Key Personnel**

Name: \_\_\_\_\_

Experience:

Dates: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Responsibility: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dates: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Responsibility: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dates: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Responsibility: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(vii) **Sub-Contractors**

Proponents should provide the following information on the background and experience of all sub-contractors, if any, proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

[END OF PAGE]

### **SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)**

Proponents should provide responses to the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's requirements for Goods and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in providing the Goods and Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will provide the Goods and perform the Services, and accomplish required objectives within the City's schedule;
- (iv) If the Proponent cannot provide the required Services with current equipment, Proponent must describe what equipment or components would be replaced and include those costs in Schedule C-5 Pricing #3.
- (v) a description of the standards to be met by the Proponent in providing the Goods and Services;

#### **(vi) Parking Equipment Maintenance**

Proponents should describe any third-party maintenance agreements, if any, they intend to enter into to service the Parking Facility's existing Parking Equipment (refer to Schedule A-2 Current Equipment Specifications). Specifically, Proponents should include:

- (1) the maintenance company's name and contact information;
  - (2) a list of Parking Equipment and associated parts, software, etc. that would be serviced by third-party technicians, the number and qualifications of third-party maintenance technicians; and
  - (3) details regarding the previous relationship with the maintenance company. A brief description of the certification process of third-party technicians should also be included in the response.
- (vii) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);

#### **(viii) Implementation Plan**

Any changes to the existing equipment will require submission of a detailed implementation plan covering the supply and installation of any Parking Equipment, operational signage and all other material and services involved. Provide a description of your proposed implementation plan for the following:

##### License Plate Recognition

- (1) Explain the relationship of the vehicle identification or license plate recognition units to the central management system, including the communications network and how the vehicle identification or license plate recognition system will work with multiple user groups;
- (2) Describe the communication and data storage configuration that your system utilizes; and
- (3) Identify and describe security systems in place to protect all incoming and stored



data. Identify the country in which servers are located, if applicable.

#### Pay Stations

- (1) Explain how your services meet or exceed the requirements as generally set out in Schedule B Draft Contract and Schedule A; and
- (2) Explain the relationship between the pay station and the vehicle identification or license plate recognition system.

Confirm that any additional/new pay stations will be EMV chip-enabled and compliant with any current payment security requirements applicable to unattended cardholder-activated terminals (UCAT).

#### Parking Management System

- (1) Explain how your product meets or exceeds the requirements as generally set out in the Schedule A-1, A-2 and Schedule B and;
- (2) Describe reporting capabilities built into the central management system software;
- (3) Describe booking / reservation capabilities,;
- (4) Provide visual examples (e.g. screenshots, video, etc.) of central management system software;
- (5) Identify whether the central management system is web-based or desktop; and
- (6) Identify whether the Parking Management System integrates with software from other Parking Equipment components. If so, describe how.

#### **(ix) General Maintenance and Cleaning**

Provide a recommended schedule for general maintenance and cleaning Services and corresponding task sheets.

#### **(x) Maintenance of Parking Equipment**

At minimum, please provide the following information:

- (1) Provide a recommended schedule preventative maintenance services and corresponding task sheets; and
- (2) Provide details of any revenue collection alternatives to be used in the event of a total equipment breakdown or loss of communications between the vehicle identification or license plate recognition system and the pay stations and central management system.

#### **(xi) Enforcement**

At minimum, please provide the following information:

- (1) Provide comprehensive details of the enforcement protocols that will be in place for each of the user groups described in Schedule A, including but not be limited to type of enforcement equipment recommended, communications protocol between the Parking System and enforcement personnel, estimated time from time of violation to notification of the Contractor and the time between City staff notification and the issuance of a violation;
- (2) Describe in detail how the City will be able to monitor and control the generation of revenues generated through violations;
- (3) Describe in detail the process in place for the collection of outstanding violations; and
- (4) Identify whether vehicles will be used for the purpose of enforcement and describe

associated technology.

**(xii) Supplies and Consumables**

Provide a complete list of supplies and consumables that will be required for proper operations of the Parking System, including but not limited to ticket stock, receipt paper, print heads, ink rollers, print ribbons, ink cartridges, etc.

**(xiii) Financial Reporting**

- (1) Provide comprehensive details of the security and audit procedures that are used to protect revenues;
- (2) Provide clarification and accept responsibility that all card data, collection and enquiries will be compliant with PCI requirements;
- (3) Identify when (by day of month) a Monthly Statement of Account will be delivered to the City and provide sample statements.

**(xiv) Work Plan for Parking Permit database transfer, migration, and communication plans**

Provide a project management schedule/plan for the coordinated migration of all staff, public, and corporate virtual parking permits and user data from the incumbent contractor's permits system. Provide samples of similar communication processes and plans for comparable permit/user-group migrations, with description of transition team's experience, qualifications, and demonstrated capacity to comply with provincial data privacy legislation.

**(xv) Quality Assurance Plan**

Describe in detail your proposed quality assurance plan. How do you ensure your staff are providing consistent, comprehensive and customer focused on-site. Describe how you propose to resolve potential problems/issues that your staff identifies;

**(xvi) Sustainability Initiatives**

Proponent should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g., carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective (use the spaces provided and/or attach additional pages, if necessary):

**(xvii) Value Added Services**

The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services.

**[END OF PAGE]**

**SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

Proponents should set out in their Proposal, the proposed fee structure (excluding GST) and provide a breakdown of cost, including disbursements and other soft costs, and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

Proponents may choose to complete the Pricing Table for Pricing Option #1 and Pricing Option #2 depending on the Proponent's approach to the initial 3-year initial Term.

**1. PRICING #1 PARKING MANAGEMENT SYSTEM SERVICES – EXISTING EQUIPMENT**

If using the existing equipment as follows:

- Genetec AutoVu Sharp EX LPR cameras – 6 units
- Digital Payment Systems LUKE pay stations -10 units
- public registration kiosks (Ipad-based with cellular and WiFi connection) – 2 units
- Directional/wayfinding signage

**Refer to Schedule A-2 Current Equipment Specifications**

Pricing to include all labour, materials, supplies, consumables, equipment, for the performance of Services.

Description	Monthly Fee (A)	Annual Price (A X 12)
Parking Management System Fee	\$	\$
	GST (5%):	\$
	<b>TOTAL PROPOSAL PRICE:</b>	\$

**Optional Fees:**

Description	Price
Equipment Upgrade, if applicable	\$
Extended Warranty	\$
Other costs, please specify	\$

**2. PRICING #2 ADDITIONAL SERVICES/EXTRA WORK**

**Table 1: Hourly rates for additional Services and Extra Work not covered under the Fees.**

**TABLE 1** may be downloaded at the Managed File Transfer Service (MFT) link noted below.

**3. PRICING #3 PARKING MANAGEMENT SYSTEM SERVICES – FOR NEW/PROPOSED EQUIPMENT**

If the Proponent cannot provide the required Services with current equipment, Proponent should complete the pricing excel worksheets Tables 1, 2, 3, and 4 listed below:

**Table 2: Parking Equipment [for License Plate Recognition and Pay Station]**

**Table 3: Parking Equipment Specifications**

**Table 4: Project Implementation Financial Proposal**

**SCHEDULE C–5 TABLES 1, 2, 3 AND 4** may be downloaded at the Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Contractor.

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit “enter”.

Enter “surreybid” as the Username, “Welcome” as the password and then click “Login”

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Folder: 1220-030-2022-007

The City may proceed with a portion, all or none of the unit price items indicated in the worksheets. Quantities for Parking Equipment as may be listed are approximate and for pricing purposes only. Payment will be made on actual quantities of equipment installed. Prices (including discounts) shall be used for the purpose of calculating authorized additional Parking Equipment elements or deductions, and shall include the supply of all labour, equipment and plant for the complete provision of the Parking Equipment and performance of the Services as specified in this RFP.

**[END OF PAGE]**