REQUEST FOR PROPOSAL

THE SUPPLY OF PARKING METER PAYMENT BY PHONE SYSTEM

RFP No. PS20120106

Issue Date: **February 28, 2012**

Issued By: **City of Vancouver**

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1.0 OVERVIEW OF RFP

1.1 This Request for Proposal ("RFP") is an opportunity to submit Proposals for the City's review and, depending on the City's evaluation, to negotiate with the City to finalize and execute a contract.

1.2 This RFP consists of 5 parts:

(a) PART A – INTRODUCTION: This part sets out the key dates and contact information for the RFP process;

(b) PART B - INSTRUCTION TO PROPONENTS: This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;

(c) PART C - FORM OF PROPOSAL: This part contains the format and information requested by the City to be contained and submitted in the Proposal. The Proposal should be submitted in a two envelope system: Commercial Proposal and Management Proposal;

(d) PART D - FORM OF AGREEMENT: This part contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any; and

(e) PART E – APPENDICES: This part contains the requirements and Parking Meter Rates/Map/Monthly Payments information for proposal.

2.0 KEY DATES

2.1 Proponents should note the following key dates:

Event	Time/Date
Deadline for Enquiries	March 13, 2012 Enquiries received after March 13, 2012 may not be processed and may not receive a response. The City's Purchasing Services Office is open on Business Days from 8:30 am to 4:30 p.m. and closed Saturdays, Sundays, and holidays.
Closing Time	March 26, 2012 at 3:00 P.M.

3.0 CONTACT PERSON

3.1 The Contact Person for this RFP is:

Jing Fan, Buyer

Email: purchasing@vancouver.ca

Fax: 604.873.7057

3.2 Proponents shall direct all enquiries, in writing, to the Contact Person. Telephone enquiries are not permitted.

4.0 CLOSING TIME

4.1 Proponents should submit their Proposals on or before the date and time as specified in Section 2.1 (the "**Closing Time**"). Closing Time and "Vancouver time" will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.

5.0 DELIVERY ADDRESS FOR PROPOSALS

5.1 Proponents shall submit their Proposals to the following address:

City of Vancouver Purchasing Services Office

3rd Floor, East Tower, Suite 310, 555 West 12th Avenue

Vancouver, British Columbia, Canada, V5Z 3X7

Proposals submitted by fax or email will not be accepted.

PART B – INSTRUCTIONS TO PROPONENTS

In this RFP, capitalized terms have the meanings set out in Section 26 (Definitions) of PART B – INSTRUCTIONS TO PROPONENTS and in PART D – FORM OF AGREEMENT, except where otherwise expressly provided or the context otherwise requires.

1.0 OVERVIEW

1.1 This RFP identifies a business opportunity for the successful Proponent to provide the public an easy-to-use, seamless and secure payment solution for on-street meters and pay stations in the City of Vancouver. The system will allow wireless Payment by Phone of parking meters using cellular phones, PDA's and other interactive wireless and traditional phone devices. The system will be fully automated and interact with the City of Vancouver's current wireless handheld ticketing system and other related systems. The system will include real time IVR (Interactive Voice Response) and web based account sign up and payments.

1.2 The City of Vancouver is looking for an established proponent who has been in the market for at least 2 years with a proven track record employing wireless and web technology in a municipal or provincial environment. The City is seeking a best of breed technology that will allow seamless integration with City systems and offers flexibility for future innovations. The proponent will provide a hosted solution by October 25, 2012 with no disruption to our existing Payment by Phone customers.

1.3 The purpose of this RFP is to select a Proponent with the capability and experience to efficiently and cost-effectively satisfy and deliver all of the requirements described in this RFP.

1.4 The successful Proponent will be the Proponent who offers the best value which will be assessed in the City's sole and absolute discretion as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, and operations and maintenance enhancements.

1.5 Sustainability

(a) The City's Procurement Policy and related Supplier Code of Conduct found at http://vancouver.ca/fs/bid/epp/index.htm align the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.

(b) Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

1.6 The requirements are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

2.0 Objectives, Background and Scope

2.1 Objectives of the RFP

The primary objective of the proposed system is to continue to provide the public option of paying parking meters in the City of Vancouver (the City) by phone, smartphone app and web. The successful proponent will be willing to offer a hosted system to the City by way of a legal agreement which:

a) Contractually guarantees that the City will receive the specified functionality and the system benefits prior to being obligated to accept and roll-out the system, and,

b) Allocates the costs of, and responsibility for, contracting for all third party system interfaces and supporting products and services on the proponent so that the successful proponent is the sole party contractually responsible to the City for the supply, integration, installation and maintenance of the system over a period of at least three (3) years.

The system will allow wireless Payment by Phone parking meter payments using cellular phones, smartphones, PDAs and other interactive wireless and traditional phone devices. The system will be fully automated and interface with the City of Vancouver's current handheld ticketing system in real-time. Using the City's handheld units, Parking Enforcement Officers (PEO's) will be able to query whether the motorist has paid for parking. The system will include real-time IVR (Interactive Voice Response) and web and smartphone app based account sign ups and payments.

The City is seeking a best-of-breed technology, allowing seamless integration with potential new technologies.

The system will be hosted by the proponent and must demonstrate high level of system stability, performance, availability, scalability and security. The payment solution must be robust and must be able to adhere to acceptable service levels (good connectivity with all wireless providers), load stress and support.

The City of Vancouver is looking for an established proponent who has been in the market for at least 2 years with a proven track record employing wireless and web technology in a municipal or provincial environment. City is seeking a best of breed technology that will allow seamless integration with City systems. City would like to expand with new technologies and innovations. The proponent will provide a hosted solution by October 25, 2012 with no disruption to our existing Payment by Phone customers.

2.2 Background

Parking Operations and Enforcement Branch manages the City's on-street parking operations through parking enforcement, coin collection and meter maintenance. This branch is also responsible for ensuring compliance of several by-laws related to parking, the Abandoned Vehicle Program, the City's towing contractor and the impound lot operations. The Coin Collection section is responsible for collecting revenue from parking meters on city streets and Meter Maintenance section is responsible for the installation and maintenance of parking meters.

The first parking meters were installed on Vancouver city streets in 1947 to help deal with the city's increased parking pressures. There are now over 10,000 metered spaces in Vancouver for short-term parking and the goal is still the same - to encourage the turnover of vehicles in areas where there is a demand for short-term parking.

The management of street parking in the City of Vancouver involves several business units:

Neighbourhood Parking and Transportation Branch of Engineering Services, located at Cross Road, sets strategic parking policies and determines parking rates, areas to be metered and parking permit areas;

Traffic Management Branch of Engineering Services, located at Cross Road, is responsible for curb-side and commercial lane regulations and signage, construction signage, loading and parking zones, bus stops and recommending Street and Traffic By-law changes;

Traffic Operations Branch of Engineering Services, located at the National Yard, installs and maintains street usage regulatory signage;

Revenue Services within Financial Services, with a data entry and payment processing office at City Hall; and

Parking Operations and Enforcement Branch of Engineering Services, includes

Parking Enforcement, located at #700 - 1125 Howe Street, enforces several bylaws and regulatory programs and administers overall branch operations;

Coin Collections, Parking Operations, located at the National Yards, collect money from meters;

Meter Maintenance, Parking Operations, located at the National Yards, maintains and installs parking meters and all signage located on meters and meter posts.

Implementation of a parking meter Payment by Phone system will primarily affect the Parking Operations and Enforcement Branch.

2.3 Scope

The desired implementation date is October 25, 2012. The successful proponent will be able to contractually guarantee delivery of the system by this date and ensure that the system is fully operational and fully integrated with the City's existing systems. The successful proponent must be able to identify risk factors and mitigate against them all the while understanding and managing the tradeoffs between schedule and financial risk so as to deliver a fully functional, high quality system on schedule.

The successful proponent will be solely responsible for design and delivery of the system and for the management of all phases of the project. The City will reserve all rights of acceptance review and sign-off, since the system must meet City Requirements prior to being accepted and implemented. The City will provide its own project support team for project decision-making, over-seeing the progress and status of the project, and responding to enquiries and issues raised by the successful proponent's project team during the course of the project. However, as noted in Section 2.1 above, it is the successful proponent who will bear all technical, operational, integration, implementation, functionality and system benefits realization risks and the City will only be responsible for (but will bear no liability for) the risks associated with a failure on the City's part to provide the City staff necessary for the reviews, inspections, decision-making and other City staff inputs to the project.

Accordingly, the successful proponent will possess first rate skills and competency in the area of payment by phone, payment by wireless web application and network design. In responding to this RFP, the proponent will demonstrate strong financial management and project management skills in previous wireless payment projects.

2.4 Operational Environment

There are approximately 10,000+ metered parking spaces distributed throughout the City. Metered parking is installed to manage street space to provide short-term parking and to encourage long-term parkers to use off-street parking. The majority of meters are located in the downtown core. Additional meters are located in various areas of the City where there is a demand for short-term parking.

- All metered spaces can be paid through payment by phone service and coins, while some meters also accept credit card payments.
- There is currently no minimum payment value.
- The City pays the costs to operate the Payment by Phone service (i.e. no convenience charge or taxes are added to metered rates; where the posted meter rate is $1.00 per hour, the parking public can elect to pay $1.00 per hour via Payment by Phone service).
- Metered spaces are provided primarily through single-space meters but also include some multi-space pay-stations.
- The City's existing inventory of single-space meters are predominantly conventional, mechanical mechanisms, but also includes ~1,500 credit card enabled meters produced by IPS Group Inc.
- The City plans to expand the number of credit card enabled meters in the system but has no timeframe for implementation and is not committed to any vendors.
- In 2011, payment by phone accounted for ~20% of total collection revenue.
- In 2011, approximately $33M in coin, $8.3M in Payment by Phone and $1.3M in credit card transactions was collected from parking meters.
- Meters are in effect from 9:00 am to 10:00 pm daily. On some streets rush hour and other regulations restrict meter availability.
- Meters are in effect seven days a week, including statutory holidays.
- Parking meter time limits vary throughout the City. Meters typically have 2, 3, or 4 hour time limits. Some meters do not have time limits.
- Rate - $1.00 per hour to $6.00 per hour depending on the area (Appendix 3-5). Some multi-space pay stations offer all-day rates and are also used to provide event parking at increased rates on specified days (often with short notice of a pricing change)

- Motorcycles and scooters may park at reduced rates and receive further reductions if the vehicles are emission-free (electric) see http://vancouver.ca/engsvcs/parking/enf/parksmart/motorcycles/index.htm#1 for more information.
- Out-of-order Meters - Drivers are not allowed to leave their vehicles at a malfunctioning meter or one that displays "Out of order", a yellow or red flag under the current coinage pay system
- The City's Meter Maintenance Section checks and repairs out-of-order meters within 24 hours of a public complaint. There are approximately 50,000 incidents of broken/jammed meters per year.
- Meter decals inform the public of the hours and days of operation, the time limit and the rate.
- Meter decals also indicate rush hour restrictions, special event/construction zone restrictions, tow information and a phone number indicating that a meter is malfunctioning.

2.5 Meter Location Numbering System

Unique meter numbers are assigned to each meter. Double-headed meters have a unique number assigned to each head. There are six alpha numeric characters assigned to each meter, broken down by:

Street Location		Block Number		Meter Number	
Alpha or Numeric	Numeric	Numeric	Numeric	Numeric	Numeric

Alpha characters are used only in the first character. Currently 70% of all meters have numeric characters only. The downtown cores, as well as the majority of other areas of the city, use numeric characters only. Avenues from East 1st to West 42nd, along with Commercial Drive, Trafalgar and Stephens Streets, currently account for the 30% of streets assigned the first alpha character. New streets added to the meter list will require the use of the first alpha character.

Meter location numbering is integrated into a number of City processes and systems, including TicketManager and affects a large number of historical records.

The successful proponent will be required to integrate with the City's meter location numbering system using a five digit number assigned to each meter. The purpose is ease-of-use functionality for the public while still providing the City operational continuity and efficiencies provided by the current numbering system. The successful proponent will be required to integrate the Payment by Phone numbering system with TicketManager. All meter signage and associated installation costs will be paid by the Proponent. The City will approve order and own signage supplies, as well as install and maintain the signage.

2.6 TicketManager Interface

The system offered by the proponent must be integrated with the City's existing TicketManager wireless handheld ticketing system. Accordingly, the successful proponent will be solely responsible for interfacing to TicketManager, Cale, Siemens and IPS management systems. The TicketManager software is licensed to the City by Checker Wireless. The main purpose of the interface will be to permit the Parking By-law Enforcement Officers to utilize their handheld devices to verify based on a vehicle plate, area based space or meter # and determine if the motorist had purchased parking time.

2.7 Technical Environment

Parking Enforcement's handheld system works within a heterogeneous environment. This includes Roger's GSM wireless network. Handheld hardware is Motorola's MC 75A, other hardware includes (a virtualization machine) server and routers. Operating systems include a mixture of MS Server 2008 and MS Windows XP. The desktop OS will be upgraded to MS Windows 7 in the fall of 2012.

The file server in this payment by phone project is TicketManager server (MS Server 2008), the Handheld ticketing software, TicketManager, runs Progress 10.2B as its database engine. The public is able to pay tickets on City's web-based payment system located at City Hall and operated by Revenue Services.

3.0 CONTRACT TERM

3.1 The term of Contract shall be for a three (3) year period with the option to renew for two (2) additional one (1) year periods to a maximum total term of five (5) years.
The option to extend the Contract is subject to agreement between the Contractor and the City.

4.0 ADMINISTRATIVE REQUIREMENTS

4.1 It is the sole responsibility of all Proponents to check the City's website at: http://www.vancouver.ca/fs/bid/bidopp/openbid.htm regularly for amendments, addenda, and questions and answers to this RFP.

5.0 INFORMATION MEETING

The City will not hold an Information Meeting.

6.0 CONDUCT OF RFP – INQUIRIES AND CLARIFICATIONS

6.1 The City's Director of Supply Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.

6.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person as set out in PART A - INTRODUCTION. If required, an addendum will be issued and posted on the City's website as outlined above.

7.0 CONTRACT REQUIREMENTS

7.1 Proponents should indicate the extent to which the Form of Agreement is consistent with their Proposal. If the Proposal is inconsistent with the Form of Agreement, the Proponent should provide alternative contractual language in their Proposal.

7.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to signing the Agreement.

8.0 PRICING

8.1 Pricing is to be submitted, as part of the Commercial Proposal, in a separate envelope/package from the Management Proposal.

8.2 Prices shall remain firm for the duration of the initial thirty-six (36) month period of the Contract. Any requested price changes will be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the thirty-six (36) month initial term or the twelve (12) month extension terms.

8.3 Prices quoted are to be exclusive of HST but inclusive of all other costs including, without limitation, freight, unloading at destination, import duties, taxes (other than HST), brokerage fees, royalties, handling, overhead and profit.

8.4 Prices shall be quoted in Canadian currency.

9.0 SUBMISSION OF PROPOSALS

9.1 The submission instructions for Proposals are provided in Part C – FORM OF PROPOSAL. Proposals should be submitted in a two envelope/package system (Commercial Proposal and Management Proposal, as separate envelopes/packages) clearly marked with the *Proponent's Name, the RFP title and the RFP reference number. The Commercial Proposal and Management Proposal should be clearly identified and distinguishable***.**

9.2 Proponents should submit four (4) hard copies of their Management of Proposal and One (1) hard copy of their Pricing Proposal as further described in PART C – FORM OF PROPOSAL (Management Proposal and Pricing Proposal) in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda. Proponents should also submit one (1) electronic copy of their Proposal in the same format described above on CD.

9.3 Only the English language may be used in responding to this RFP.

9.4 Proposals received after the Closing Time or in locations other than the address indicated in PART A – INTRODUCTION, may or may not be accepted and may or may not be returned.

9.5 Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the Proponent's name and the RFP title and reference number.

9.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

9.7 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

10.0 PROPOSAL FORMAT

10.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.

10.2 Proponents are requested to provide their Proposal in the format and including the content described in PART C – FORM OF PROPOSAL.

11.0 BID SECURITY

11.1 No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this RFP.

12.0 OPENING OF PROPOSALS

12.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

13.0 EVALUATION OF PROPOSALS

13.1 The primary objective of the proposed solution is to provide the public an easy-to-use, seamless and secure on-street payment for parking meters and pay stations in the City of Vancouver. The system will allow wireless Payment by Phone with parking meters using cellular phones, PDA's and other interactive wireless and traditional phone devices. The system will be fully automated and interact with the City of Vancouver's current handheld ticketing system (TicketManager) in real time. The system will include real time IVR (Interactive Voice Response) and web based account sign up and payments.

The website will be hosted by the proponent and must demonstrate high level of system stability, performance, availability, scalability and security. The payment solution must be robust and must be able to adhere to acceptable service levels (good connectivity with all wireless providers), load stress and support.

The City of Vancouver is looking for an established proponent who has been in the market for at least 2 years with a proven track record employing wireless and web technology in a municipal or provincial environment. City is seeking a best of breed technology that will allow seamless integration with City systems. City would like to expand with new technologies and innovations.
The proponent will provide a hosted solution by October 25, 2012 with no disruption to our existing Payment by Phone customers.

13.2 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, design and deployment experience and approach, sustainability, price and any other relevant criteria, whether or not expressly set out including but not limited to:

a) the Proponent's ability to meet the Requirements and Schedule;
b) the Proponent's ability to deliver the Requirements when and where required;
c) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
d) the Proponent's business and technical reputation and capabilities; experience with payment by phone and web application solution, IVR (Interactive Voice Response), Network and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
e) Post-Implementation, Service Level Agreement, Marketing Plan for motorists;
f) quality of submission; and
g) any other criteria set out in the RFP or otherwise reasonably considered relevant.

13.3 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. The City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City.

13.4 The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

13.5 The City may elect to short list Proponents and evaluate the Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, furnishing additional technical data and proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate all or any one set of negotiations with the short-listed Proponents.

13.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

13.7 The City may request than any or all Sub-contractors of the Proponent undergo the same evaluation process.

14.0 PROPOSAL APPROVAL

14.1 Proposal approval is contingent on funds being approved and the Proposal being approved by Vancouver City Council. Only then may the successful Proponent and the City proceed to settle, draft and sign the Agreement.

14.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign the Agreement.

14.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

14.4 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:

(a) accept any Proposal;

(b) reject any Proposal;

(c) reject all Proposal;

(d) accept a Proposal which is not the lowest proposal;

(e) accept a Proposal that deviates from the Requirements or the conditions specified in this RFP;

(f) reject a Proposal even if it is the only Proposal received by the City;

(g) accept all or any part of a Proposal; and

(h) split the Requirements between one or more Proponents.

15.0 ALTERNATE SOLUTIONS

15.1 If in addition to proposing services which meet the requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Management Proposal. Any pricing impact of the alternate solution should be provided separately in the Commercial Proposal.

16.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

16.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and* Protection *of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

17.0 NON-RESIDENT WITHHOLDING TAX

17.1 Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("**CRA**") at least thirty (30) days before commencing the service.

18.0 NO OBLIGATION ASSUMED BY CITY

18.1 Unless expressly stated in this RFP, the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into the Agreement.

18.2 The Proponent agrees that the Proponent will bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP.

19.0 NO CLAIM AGAINST THE CITY

19.1 The Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the Proponent and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim whatsoever.

20.0 INDEMNITY

20.1 The Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by any of the Proponent's Sub-contractors or agents alleging or pleading:

(a) any breach by the City or its officials or employees of the RFP;

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

(c) liability on any other basis related to this RFP process.

21.0 DISPUTE RESOLUTION

21.1 Any dispute relating in any manner to this RFP process shall be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

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

(b) Section 17(Release) and Section 18 (Indemnity) will:

(i) bind the City, Proponent and the arbitrator; and

(ii) survive any and all awards made by the arbitrator; and

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

22.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

22.1 All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.

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

23.0 CONFIDENTIALITY

23.1 Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the Proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

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

23.3 The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

23.4 All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except as expressly provided in the RFP.

23.5 The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

24.0 NO PROMOTION

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

25.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

25.1 All of the terms of this PART B – INSTRUCTIONS TO PROPONENTS which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

26.0 DEFINITIONS

26.1 For greater certainty, and without limitation to any of this City's rights set out in this RFP, when the terms "must", "shall", "will", "is to" or "are to" precede a requirement regarding

the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.

26.2 In this RFP, the following terms have the following meanings:

(a) "**Agreement**" means the contract entered into between the City and the successful Proponent following the conclusion of the RFP process;

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

(c) **"Commercial Proposal"** means those portions of the Proposal to be submitted in Envelope One as set out in PART C – FORM OF PROPOSAL;

(d) **"Form of Agreement"** means the sample Agreement included in PART D-FORM OF AGREEMENT;

(e) "**Losses**" means in respect of any matter all:

(i) direct or indirect, as well as;

(ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);

(f) **"Management Proposal"** means those portions of the Proposal to be submitted in Envelope Two as set out in PART C – FORM OF PROPOSAL, which expressly excludes any pricing information;

(g) "**Project**" means the project described in RFP No. PS20120106 THE SUPPLY OF PARKING METER PAYMENT BY PHONE SYSTEM;

(h) "**Proponent**" means those entities eligible to participate in this RFP process;

(i) "**Proposal**" means a proposal submitted in response to the RFP;

(j) "**Proposal Declaration Form**" means the form to be included in the Commercial Proposal substantially as set out in PART C-FORM OF PROPOSAL, or as otherwise acceptable to the City.

(k) "**RFP**" means the documents issued by the City as Request for Proposal No. PS20120106 including all addenda; and

(l) "**Sub-contractors**" means any or all sub-contractors identified in the Proponent's Proposal.

All other terms (capitalized or not) have the meanings given to them in the RFP.

PART C – FORM OF PROPOSAL

1.0 INTRODUCTION

1.1 This PART C - FORM OF PROPOSAL contains the format and information requested by the City to be contained in the Proponent's Proposal.

1.2 The Proponent's Proposal should be submitted in two (2) envelopes/packages:

(a) Envelope One: Commercial Proposal, including the Proposal Declaration Form; and

(b) Envelope Two: Management Proposal.

1.3 The Commercial Proposal should contain the following sections, as more particularly described in this PART C – FORM OF PROPOSAL under the heading "Submission Instructions for Envelope One – Commercial Proposal":

(a) Proposal Declaration Form;

(b) Pricing;

(c) Insurance;

(d) WorksafeBC; and

(e) Deviations and Variations.

1.4 The Management Proposal should contain the following sections, as more particularly described in this PART C – FORM OF PROPOSAL under the heading "Submission Instructions for Envelope Two – Management Proposal":

(a) Company Profile;

(b) Key Personnel

(c) References;

(d) Experience;

(e) Financial Viability;

(f) Future Expansions and Upgrades

(g) Sub-Contractors/Partners/Consortium;

(h) Warranty;

(i) Value Added Services;

(j) Requirements Overview;

(k) Sustainability;

(l) Project Timeline; and

(m) Prime Contractor Requirements.

PROPOSAL DECLARATION FORM

[Proponent's Letterhead]

To: **[Insert submission location]**

Attention: **[Insert contact person]**

Capitalized terms have the definitions given them in the RFP.

In consideration of the City's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby submits its Proposal in accordance with the following:

1.0 PROPOSAL

The Proponent acknowledges that:

(a) this Proposal Declaration Form has been duly authorized and validly executed;

(b) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda; and

(c) the City reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Proponent, and by submitting a Proposal, the Proponent agrees that it consents to the conduct of all or any of those investigations by the City.

2.0 NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION

The Proponent confirms that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or the Proponent's proposed Sub-contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

(a) an elected official or employee of the City; or

(b) related to or has any business or family relationship with any elected official or employee of the City,

such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

3.0 NO CONFLICT OF INTEREST IN PROJECT

The Proponent confirms that neither the Proponent nor its proposed Sub-contractors are currently engaged in providing (or are proposing to provide) a parking meter Payment By Phone System of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (Metro Vancouver), or any member local governments of Metro Vancouver such that entering into the Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the

Proponent's duties of loyalty to these other governmental organizations, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

4.0 NO COLLUSION OR FRAUD

The Proponent now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion.]

5.0 NO LOBBY STATUS

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above.]

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Declaration Form and submits same with the attached Proposal:

Authorized Signatory for the Proponent

Date

Name and Title (please print)

SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE – COMMERCIAL PROPOSAL

The following describes the format and information to be provided by the Proponents in their Commercial Proposals. The paragraph titles and numbers in the Commercial Proposal should correspond to the paragraph titles and numbers below.

1.0 PROPOSAL DECLARATION FORM

1.1 Each Proponent should submit with its Commercial Proposal a signed Proposal Declaration Form substantially as set out in this PART C – FORM OF PROPOSAL, or as otherwise acceptable to the City.

2.0 PRICING

2.1 Instructions

2.1.1. Proponents located in Canada are to quote in Canadian funds and indicate the rate of exchange included within their fee if the service is imported from the USA or from other countries. Fees will be subject to adjustment based on the rate of exchange in effect at the day of importation. Proponents located outside of Canada are to quote prices in the monetary currency of their location.

2.1.2. Proponents are required to confirm that they will agree in the contract to provide full auditing access to their financial records so as to permit the City to verify meter revenue payments and transaction fees received from parking customers.

2.1.3. The Proponent having reviewed all terms, conditions and Requirements and Services set out in the RFP and the Attachments thereto, shall provide the following pricing which projects the total cost of the completed project.

2.1.4. The following information is provided to assist in the development of proposals:

- Refer to Part B, Section 2.0, for Objectives, Background and Scope;
- Refer to Part E, Appendix 1 for Requirements;
- Refer to Part E, Appendix 2-5 for Parking Meter Map & Rates and meter locations for 2012; and
- Refer to Part E, Appendix 6 - 7 for Monthly summary and chart of Payment by Phone data from January 2007 to January 2012.

2.1.5. Transaction Fees

All costs are to be paid by the proponent with the proponent's cost recovery obtained through transaction fees. Proponents are to confirm in their proposals that all compensation to be received by the proponent is to be received only from Payment by Phone transaction fees with the possible exception of other, optional services identified and priced separately by the proponent in the pricing table below.

For clarity, costs to be paid by proponent shall include, but are not limited to, the following:

- TicketManager integration
- Meter re-numbering costs, if required
- Any required signage and decaling
- Secure https connection to City hosted TicketManager system
- 24/7 technical service support to City staff
- Software and hardware costs

- Software customization costs
- Licensing costs
- Maintenance and support costs
- Software upgrades and/or new releases
- Implementation costs
- Data conversion costs
- Training costs
- Documentation
- Third party software costs and licensing
- Software escrow cost
- Any and all additional costs not specifically excluded from the requirements of this RFP or priced separately

2.1.6. Credit Card Processing Fees

Credit card processing fees are to be priced separately and proposals are to clarify if these fees are charged directly by the proponent or paid to a 3rd party by the City where the rate has been negotiated on the City's behalf.

2.1.7. Telephone Customer Service

Currently, the City provides telephone customer service for the Payment by Phone service through integration with 311 and Parking Enforcement Branch. Telephone customer service is not a requirement of this RFP beyond the requirements identified in Appendix 1 (Part E). Telephone customer service can be priced separately.

Please complete the following pricing table. Note that any items or requirements coded as "CCX" in Appendix 1 are to be included here.

Items for Pricing	$ per transaction	flat fee ($)
Payment by Phone Transaction Fee		NA
Credit Card Processing Fee		
Telephone Customer Service Fee (Optional)		
Note: Proponent to complete this table with any value added services, all items coded as "CCX" in Appendix 1, or any other services to be priced separately.		

2.2 **Terms of Payment**

The City's standard payment terms are net thirty (30) days after receipt of approved invoice, however any discounts or more favourable terms offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net thirty (30).

Describe if Electronic Fund Transfer (EFT) is available.

2.3 **Alternative Pricing Solutions**

Proponents may offer alternative pricing options.

3.0 INSURANCE REQUIREMENTS

3.1 Proponents should submit with their Proposals a Certificate of Existing Insurance duly completed and signed by their insurance agent or broker as evidence of their existing insurance (Appendix 8), along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Section 8.0 of PART D - FORM OF AGREEMENT, should they be selected as the successful Proponent.

3.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Certificate of Professional Liability Insurance" and "General Certificate of Insurance" attached in of the form of Agreement. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

4.0 WORKSAFEBC REQUIREMENTS

4.1 Proponents should submit with their Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 9.0 of PART D - FORM OF AGREEMENT.

5.0 DEVIATIONS AND VARIATIONS

5.1 Proponent(s) should detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

5.2 Where the Proponent is proposing the use of contract language or clauses other than those set out in PART D – FORM OF AGREEMENT, including any and all Schedules, such revised language must be outlined in its Proposal. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO – MANAGEMENT PROPOSAL

The following describes the format and information to be provided by the Proponents in their Management Proposals. The paragraph titles and numbers in the Management Proposals should correspond to the paragraph titles and numbers below.

Proponents should note that the Management Proposal should contain no pricing information whatsoever.

1.0 COMPANY PROFILE

1.1 Provide a brief description of Proponent's company, purpose and history of successes including; number of years in business, annual sales volumes, how long your company has been supplying the system, other software products marketed by the Proponent and what single feature of the system is most responsible for the Proponent's success to date.

1.2 State the total number of installations of the proposed system and the total number of systems sold in the last year.

1.3 State the market share of the proposed system compared to competing systems.

1.4 State the market share of systems sold in the last year compared to competing systems.

1.5 Provide the following information:

Proponent's Name: _____

"**Proponent**"

Mailing Address: _____

_____

Cheque Payable/Remit to Address: _____

_____

_____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST/HST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____

(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Dunn and Bradstreet Number: _____

(or N/A if not applicable)

2.0 KEY PERSONNEL

2.1 Identify and provide resumes for the key principals in the organization and outline what their roles will be in the project.

2.2 Describe staffing levels and mix in BC, Canada and Worldwide locations. How many total staff does the company employ and what number is dedicated to:

- software development
- software maintenance
- customer service
- sales and marketing
- administration

2.3 What is the ratio of customer support staff to the number of installed systems?

3.0 REFERENCES

3.1 The Proponent is to complete the table outlined below and provide the relevant Information by listing at least three references for similar goods and/or services it has supplied its clients. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal.

By submitting a Proposal, the Proponent consents to City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

4.0 Experience

List the names of all clients in Canada, particularly British Columbia, and worldwide where the proposed hardware and software combination has been installed, providing contact names, telephone number and date when installation commenced and go-live date.

Of the above installations, how many times did the Proponent install the solution vs another entity.

5.0 Financial Viability

In order to establish the Proponents financial viability the City may request a copy of financial statements for the previous two (2) years. Please state if you will be able to comply with this requirement.

6.0 Future Expansions and Upgrades

State if able to provide personnel and other resources for future expansions and upgrades if so requested to do so by the City.

7.0 Sub-contractors / Partners / Consortium

7.1 The Sub-contractors shown below are the Sub-contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Form of Agreement.)

7.2 The City reserves the right to object to any of the Sub-contractors listed in a Proposal. If the City objects to a listed Sub-contractor then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Subcontractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-contractor, the Proponent may, rather than propose a substitute Sub-contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.

7.3 If no Sub-contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

8.0 Warranty

The Proponent shall detail the warranty period and terms, or extended warranty options. Detail the warranty coverage for any hardware items in the proposed solution including parts, labour, travel allowance and length of warranty.

9.0 Value Added Services

Proponents should describe any value added services it is prepared to supply as part of the contract. Unless otherwise stated, it is understood that there are no extra costs for these services.

10.0 REQUIREMENTS OVERVIEW

10.1 Part E Appendices 1 to 6 – Requirements, Parking Rates/Maps and Monthly Summary of Payment by Phone provide details on the work to be completed by the successful Proponent:

(a) Although it is necessary that the Proponent submit a detailed response to the Requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all proposals.

11.0 SUSTAINABILTY

11.1 The City is committed to preserving the environment. Proponents should provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

Sustainability Initiative	Description	Details	Response or N/A
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	

Sustainability Initiative	Description	Details	Response or N/A
e. Third Party Eco-labeling	The City aims to purchase, when possible, products that are eco-certified or eco-labeled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labeling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, supporting low-threshold job programs for vulnerable people.	

12.0 PROJECT TIMELINE

12.1 The Proponent should provide a detailed schedule, in GANTT or PERT format, based on the following milestones below. Further details must be provided in the production plan APPENDIX 1 – 3.1. The working schedule should be of sufficient detail to demonstrate the Proponents understanding of the work:

No.	Key Date Description	Date
	Proponents to provide key milestones	
	A fully operational system including the requirements stated in APPENDIX 1, Section 2.1 – 2.6 inclusive	October 25, 2012
	Final Completion	

The final agreed to schedule should become the Contract Schedule for the successful Proponent.

13.0 PRIME CONTRACTOR REQUIREMENTS [Confirm and include Prime Contractor, if applicable.]

13.1 Proponents should provide an overview to their approach to meet the requirements of Prime Contractor.

PART D – FORM OF AGREEMENT

This PART D – FORM OF AGREEMENT contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

[See Attached]

PROFESSIONAL SERVICES AGREEMENT

[Project Name]

THIS AGREEMENT made as of the **[day]** day of **[month/year]** (the "**Effective Date**")

BETWEEN:

CITY OF VANCOUVER

453 West 12th Avenue

Vancouver, British Columbia

V5Y 1V4

(the "**City**")

OF THE FIRST PART

AND:

[CONSULTANT NAME]

[address]

(the "**Consultant**")

OF THE SECOND PART

(City and Consultant are hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**")

BACKGROUND:

A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.

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

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

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

(a) "**Agreement**" means this Professional Services Agreement inclusive of all schedules, appendices or exhibits attached hereto, as amended from time to time;

(b) "**Applicable Laws**" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;

(c) "**City's Site**" means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;

(d) "**City's Project Manager**" means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;

(e) **"Confidential Information"** has the meaning set out in Section 15.0

(f) "**Contract Documents**" means this Agreement, including all Appendices;

(g) "**Deliverables**" has the meaning set out in Section 17.0;

(h) "**HST**" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;

(i) "**Project Team**" has the meaning set out in subsection 2.2(c);

(j) "**Proposa**l" means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto as Appendix B;

(k) "**RFP**" means Request for Proposal **PS20120106 – The Supply Of Parking Meter Payment By Phone System,** together with all addenda and questions and answers attached as Appendix C;

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

(m) "**Sub-contractor**" has the meaning set out in Section 4.1; and

(n) "**Term**" means the term of this Agreement as specified in Section 12.1.

1.2 The terms and conditions of the Contract Documents, whether or not attached to this Agreement will be deemed to be incorporated into this Agreement. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

(a) this Agreement, excluding Appendices B and C;

(b) the Proposal; and

(c) the RFP.

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

(a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;

(b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole (including any and all attached appendices) and not to any particular section, subsection or other subdivision;

(c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;

(d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;

(e) words importing the singular include the plural and vice versa and words importing gender include all genders;

(f) references to time of day or date mean the local date or time in Vancouver, British Columbia;

(g) all references to money mean lawful currency of Canada;

(h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and

(i) the words "include" and "including" are to be construed as meaning "including, without limitation".

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the "**Services**"):

(a) the services described in the RFP;

(b) the services which the Consultant agreed to provide in the Proposal; and

(c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of the Services.

2.2 The Consultant will be fully responsible for:

(a) coordinating the Services with the City's Project Manager, or their delegate, and ensuring that the performance of the Services does not adversely impact the design or construction schedule for the project or the work and/or services provided by the City's other consultants;

(b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A – Insurance Requirements; and

(c) maintaining and supervising its employees and Sub-contractors (the "**Project Team**") described in Section 3.1.

2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

2.4 The Consultant will perform the Services:

(a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;

(b) in accordance with sound current professional practices and design standards; and

(c) in conformance with any and all Applicable Laws.

2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:

(a) the requirements and appendices of this Agreement, or

(b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.

2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.

3.0 PROJECT TEAM

3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.

3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.

3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.

3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.

3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS / PARTNERS / CONSORTIUM

4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "**Sub-contractor**") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.

4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.

4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.

4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONSULTANT

5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus HST, as applicable.

5.2 Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates in the Proposal.

5.3 If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees and disbursements to be paid by the City to the Consultant for the Services or portions of the Services will not exceed those amounts. Where additional fees are to be paid by the City to the Consultant for increases in the scope of the Services provided by the Consultant, they will not exceed the amount of said fees mutually agreed upon under Section 6.0. This limit on the fees to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

The fees for the Services are set out in **[reference section of the Proposal or schedule to this Agreement]**. Subject to Section 6.0, the total professional fees payable to the Consultant for the Services (not including HST or disbursements) will not exceed $**[insert amount]**.

Subject to Section 6.0, the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed $**[insert amount]** (the "**Fixed Disbursement Amount**").

Notwithstanding anything to the contrary contained in this Agreement, save for Section 6.0, the maximum liability of the City hereunder (the "**Maximum Fees and Disbursements**") will be $**[insert amount]**, plus HST, as applicable.

Subject to the Fixed Disbursement Amount, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit. **[NTD: If there are specific monetary limits for specific categories of disbursements then modify this section accordingly.]**

5.4 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services.

Subject to Section 5.3, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.

5.5 The Consultant will, by the 25th of the month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the current month. The City's Project Manager shall review, raise any concerns with the Consultant within ten working days and, after settlement, if necessary, approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to APCentral@vancouver.ca. The invoice must contain:

(a) Consultant name, address and telephone;

(b) City purchase order number;

(c) City's Project Manager;

(d) invoice number and date; and

(e) HST registration number.

5.6 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 days of approval.

5.7 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

6.0 CHANGES TO SCOPE OF SERVICES

6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to the Maximum Fees and Disbursements to be paid to the Consultant pursuant to Section 5.3 for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

6.3 The City's Project Manager will consider the Consultant's written notice within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section **[insert]** of the Proposal.

7.0 RELEASE AND INDEMNIFICATION

7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.

7.3 Despite the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either

before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

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

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

8.0 INSURANCE

8.1 The Consultant will comply with the insurance requirements set out in Appendix A – Insurance Requirements.

9.0 WORKSAFEBC

9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant 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 WorkSafeBC, including penalties levied by WorkSafeBC.

9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the Prime Contractor in connection with such Services.

[NTD: If the types of services contemplated by this form of Agreement are to be performed in a multi employer workplace, a "Prime Contractor" agreement should be requested from Legal Services and should be executed by the Consultant.]

10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1 The City appoints **[insert name] [email address]** as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **[insert name]** 's appointment as the City's Project Manager by the City, **[insert name]** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **[insert name]**, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

11.2 The Consultant appoints **[insert name] [email address]** as its representative for the purposes of this Agreement (the "**Consultant's Project Manager**").

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by **[insert date]** (the "**Term**"). Further detail can be found in Schedule 2 – Project Schedule.

[Note: If specific phases must be completed by specific dates then insert a more detailed timetable or reference timetable in Proposal.]

13.0 TERMINATION

13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed $ **<>** (including all taxes).

14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

(a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and

(b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive,

world-wide property of the City and/or its suppliers and customers (collectively "**Confidential Information**"). Excluded from the definition of Confidential Information is:

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

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

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

15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

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

15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.

15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

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

(a) completion of the Services;

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

(c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

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

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

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

(a) products, goods, equipment, supplies, models, prototypes and other materials;

(b) information and data;

(c) reports, drawings, plans, designs, depictions, specifications and other documentation; and

(d) any other items identified in this Agreement as deliverables;

(collectively, the "**Deliverables**").

17.2 Deliverables are deemed not to include:

(a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;

(b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and

(c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "**Pre-Existing Materials**").

17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Part B – Instructions to Proponents, Section 23.0 Confidentiality unless advised otherwise by the City.

17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:

(a) the date specified in this Agreement for the delivery of such Deliverable;

(b) immediately on the date of expiration or sooner termination of this Agreement; or

(c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.

17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.

17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:

(a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;

(b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and

(c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the

Competition Act (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:

(a) an elected official or employee of the City; or

(b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limits required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.

20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

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

25.2 **Unavoidable Delay**. Notwithstanding Section 25.0, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources or insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Consultant's employees or Sub-contractor's employees, or governmental action taken in the enforcement of law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

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

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

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

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

26.5 **Entire Agreement**. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

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

26.7 **Joint and Several Liability of Joint Venture Participants**. If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.

26.8 **Schedules and Appendices**. The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.

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

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

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

CITY OF VANCOUVER

_____

Authorized Signatory

_____

Print Name and Title

[NAME OF CONSULTANT]

_____

Authorized Signatory

_____

Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 **Required Types/Amounts**

Prior to commencing the Services, the Consultant will obtain at its own expense:

(a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than two million dollars ($2,000,000) per occurrence with an aggregate of not less than five million dollars ($5,000,000) and a deductible of not more than fifty thousand dollars ($50,000), protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's Personnel in the performance of the Services; and

(b) a Commercial General Liability insurance policy with limits of not less than two million dollars ($2,000,000) per occurrence, and a deductible of not more than five thousand dollars ($5,000), protecting the Consultant and the Consultant's Personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and the City's Personnel as additional insured.

A1.2 **Required Policy Terms**

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

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

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

(c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice by registered mail.

for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's Personnel.

A1.3 **Insurance Certificate**

Prior to signing this Agreement, the Consultant will provide the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more Certificate(s) of Insurance. The Certificate(s) of Insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such Certificate(s) of Insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 **Sub-Consultant's Insurance**

The Consultant will provide in its agreements with its Sub-Consultants insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed Certificates of Insurance for the policies of its Sub-Consultants (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-Consultant agreements.

A1.5 **Insurance Requirements Additional to any other Requirements**

The Consultant and each of its Sub-Consultants will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 **Insurance Requirements Independent of Agreement Obligations**

Neither the providing of insurance by the Consultant or the Sub-Consultants in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B – PROPOSAL

(to be attached upon award)

APPENDIX C – RFP

(to be attached upon award)

SCHEDULE 1 – REQUIREMENTS

(to be attached upon award)

SCHEDULE 2 – PROJECT SCHEDULE

(to be attached upon award)

SCHEDULE 3 – PRICING

(to be attached upon award)

GENERAL CERTIFICATE OF INSURANCE – upon Award of Contract

And

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE – upon Award of Contract

SCHEDULE 5

WORKSAFE BC CLEARANCE LETTERS – upon Award of Contract

Prime Contractor Agreement

REQUIREMENTS

This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to, the respective issue(s). Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.0 Primary Objective

The primary objective of the proposed system is to provide the public an alternative payment method for paying parking meters in the City of Vancouver. The system will allow wireless payment by phone and payment by web application using cellular phones, smart phones, PDA's and other interactive wireless and traditional phone devices. The system will be fully automated and interact with the City of Vancouver's current handheld ticketing system in real time. The system will include real time IVR (Interactive Voice Response) and web based account sign up and payments.

City of Vancouver is seeking a best of breed technology, allowing seamless integration with potential new technologies.

General Duties and Obligations

City will be responsible for the overall management of the project and the successful proponent will be responsible for the management of the delivery of project. The project requires high quality skills and competency in the area of electronic commerce and network design.

Expertise will be clearly demonstrated by the proponent's ability to identify risk factors associated with this initiative and indicate the manner in which risk factors are mitigated. Tradeoffs between schedule and financial risk will have to be understood and managed while ensuring the delivery of a high quality network. Proponents must demonstrate strong financial management and project management skills in previous wireless payment projects. The successful proponent will be required to deliver on schedule and will integrate their activities with Corporate Information Technology, the City financial processes and, as required, the City procurement processes.

Requirements Overview

The payment by phone and payment by a web application system must integrate with the City's wireless handheld ticketing system and communicate with existing systems at the City. Parking meters are in effect 9am to 10pm, 7 days per week including holidays. There are two payment processing methods:

1) Web Services:
   a) Hosted solution by proponent with link to City's website: vancouver.ca
   b) Mobile application for iPhones, BlackBerries, Androids, Smart phones or web-enabled devices
   c) Proponent to provide customer for web services
   d) Integration with City Customer support service

2) Phone Services:
   a) Hosted solution by proponent with 24/7 technical support to the City
   b) Integration with City customer support service

Mandatory technical requirements must include:

- The proposed system must be PCI-DSS compliant (Payment Card Industry-*Data Security Standards).*
- phone number recognition software [security feature]
- industry standard secured encryption
- interactive messages, both informational and regulatory
- support to 10,000+ single space meters and pay stations which have individual, block to block, or corridor regulations which affect its availability
- call back service or text messaging to customer before end of payment time approaches, rush hour reminders, other parking time restrictions
- web and IVR (Interactive Voice Response) transactions including sign up, credit card authorization, motorist account maintenance/summary, receipt issuance
- management reporting
- systems diagrams
- physical layout of computer/server facilities (a site visit may be required)
- proposed telecommunications standards or wireless application protocols (WAP)
- provide details of proposed audit trail to assure reconciliation of transaction amounts to transaction fee and meter revenue amounts to meter revenue fees within proponent system, as well as audit trail to meter revenue amounts and any potential transaction fee revenues returned to the City

Mandatory business requirements must include:

- business plan demonstrating experience with Payment by Phone solutions and ability to deliver on time
- implementation plan with associated 3rd party vendors
- detailed training plan for City customer service staff
- detailed test plan
- customer use projections and multi-year marketing plan
- accommodation to specific user groups like couriers, taxi, utilities, etc
- business continuity plan for connectivity loss with City or 3rd party vendors
- demonstration of innovative technologies

As a hosted solution, the system must demonstrate high level of system stability, performance, availability, scalability and security. The payment solution must be robust and able to adhere to acceptable service levels (good connectivity with all wireless providers), load stress and support.

The proponent shall be responsible for maintaining data integrity and real-time sourcing to TicketManager. This is important to minimize client dissatisfactions when officers issue tickets.

Desirable functionality may include:

- Meter out of order functionality, including customer ability to report faulty and broken meters by phone, continue to allow payment, and/or report and not park and pay
- Integration to other off street parking providers i.e. Easy Park
- Integration to other on-street parking payment systems. i.e. pay stations and credit-card enabled meters.

Parking Enforcement Technical Environment

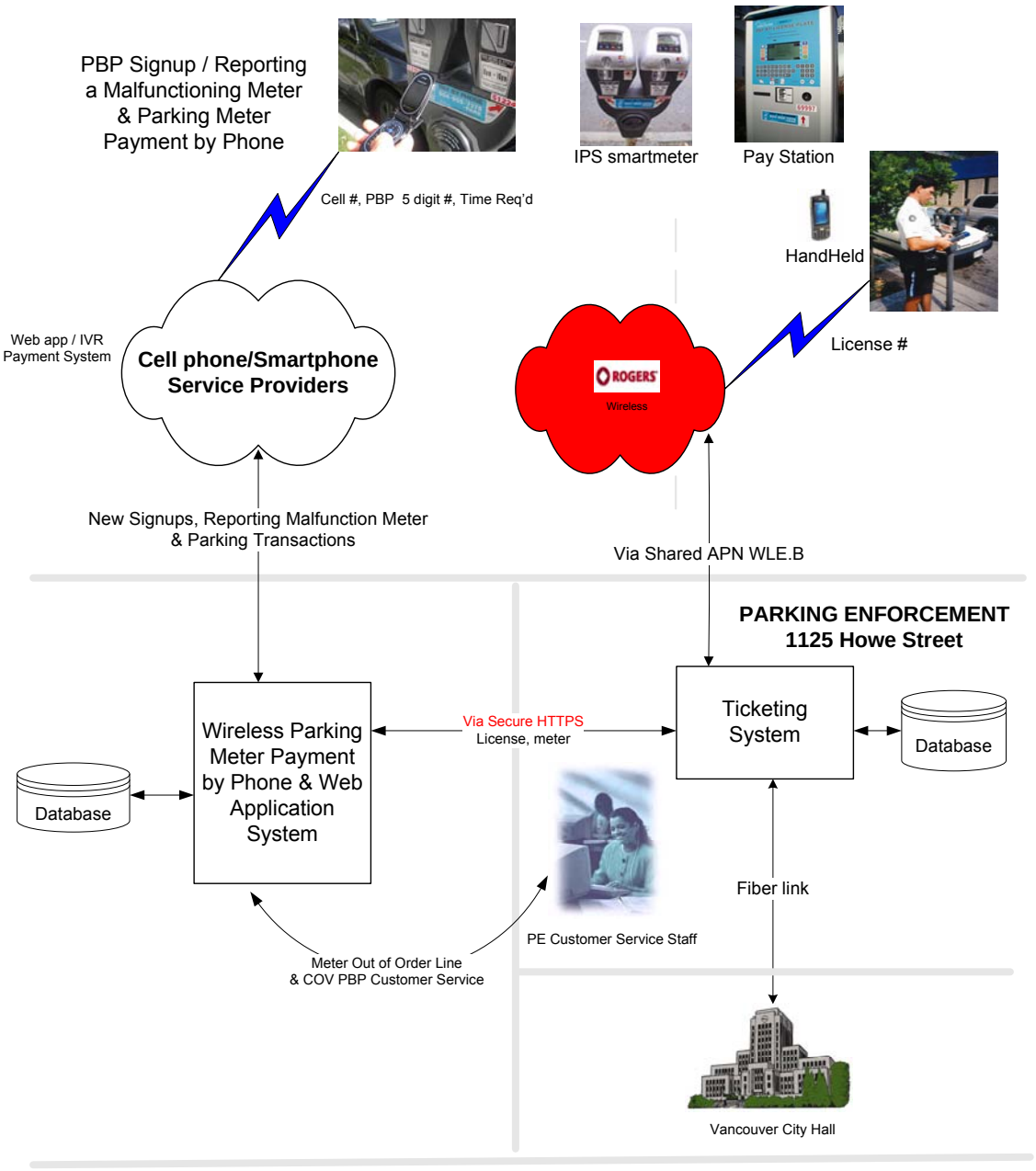
Parking Enforcement's handheld system is operating on Roger's GSM (Global System for Mobile Communications) wireless network. Handheld hardware are Motorola's MC 75A and the operating system is Windows Mobile 6.5.

The TicketManager server is a Virtualization Managed server on Microsoft Server 2008 platform. The Progress database is version 10.2B, the data collector resided on the TicketManager server to process the communications from the handhelds and the Tow Requestor.

The Handheld ticketing software, TicketManager, runs Progress 10.2B as its database engine. The public is able to pay tickets on the City's web.

In addition, the City operates a wide area network (WAN) linking all City's PCs on Windows XP platform and Office 2003. The Desktops are scheduled to upgrade to MS Windows 7 and Office 2010 in 2012.

Current Parking Meter Payment by Phone Overview



Updated: February 16, 2012

2.0 Functional Requirements

Proponents need only to complete those sections relevant to their Proposal, however all Proponents responding to these requirements, must complete Sections 2.1 through 2.7 inclusive.

In support of the objectives as outlined in Section 2, of Part B, in this RFP, the City has identified key requirements, which the Proponent is to address in its Proposal.

Under the "code" column, Proponents shall insert one of the following to indicate the status of the feature:

A Functionality and/or feature is currently available;

PA Functionality and/or feature is partially available; workaround is required to provide full functionality;

CCI Item requires customization, cost of customization included in system cost;

CCX Item requires customization, cost of customization extra as specified in Part C, 2.1.4

TP Item is available using third party software and/or hardware. (Cost of third party products shall be included in the price unless specifically noted otherwise.)

NA Functionality cannot be provided

2.1 Flexibility and Ease of Use Features

	Requirement	Code	Comments
2.1.1	Ability to accommodate the City's alpha numeric meter location numbering system in TicketManager and proponent's system through the re-use of the City's 5 digit numbering system for customer ease of use.		
2.1.2	Ability to provide pre-defined IVR (Interactive Voice Response) scripts showing ease-of-use functionality for City evaluation.		
2.1.3	Ability to provide customer option to conveniently reload via phone or other device without exceeding time limit or other meter restrictions.		
2.1.4	Ability to confirm all information entered and allow customer to verify information and payment.		

	Requirement	Code	Comments
2.1.5	Ability to have interactive scripting and messaging, e.g., verification of amounts, meter restrictions, responsibilities of customers, location and meter expiry time.		
2.1.6	Ability to inform customer through automated call back and text messaging functionality, e.g., meter/pay station about to expire, rush hour approaching, etc. If no restriction, allow re-metering option.		
2.1.7	Ability to provide messages to customer about the meter/pay station from which they are purchasing time that will assist them to make decisions about whether to park at that meter or choose another meter location, e.g., meters on 1200 block Seymour not available 7 am – 9:30 am and/or evening 3 pm – 6 pm, or this meter is not available from 6 pm – 8 pm, during this time it is a passenger/loading zone.		
2.1.8	Provide interactive messages, both informational and regulatory.		
2.1.9	Ability to allow customers to set up accounts and make payments in one transaction.		
2.1.10	Ability to allow easy customer access to the system through use of a speed dial phone number, e.g., *PARK.		
2.1.11	Ability to enter license plate numbers from all North American jurisdictions.		
2.1.12	Ability to accept payments on all City meters.		
2.1.13	Ability for companies with multiple vehicles to use any City meter without being restricted to a particular meter/pay stations. e.g., courier companies.		
2.1.14	Ability to allow cellular phones, smart phones, BlackBerry, Androids & iPhones, PDA's, and WAP (Internet enabled devices) to set up accounts and apply payments.		
2.1.15	Ability to accommodate future expansion of City's meter location numbering system.		

	Requirement	Code	Comments
2.1.16	Ability to provide electronic receipts if prompted by customer and option to print receipts individually or in groupings.		
2.1.17	Ability to accommodate City requirement of 2 minute grace period before meter expires.		
2.1.18	Ability to provide customer option through IVR (Interactive Voice Response) of connecting to city by-law impound yard.		
2.1.19	Ability for customer to report meter malfunctions without having to set up an account.		
2.1.20	Ability for customer to report meter malfunctions and provide payment options at malfunctioning meters.		
2.1.21	Ability to re-direct customer if IVR (Interactive Voice Response) component down.		
2.1.22	Ability to re-direct customer through IVR (Interactive Voice Response) if proponent transaction server down.		
2.1.23	Ability to provide one call transaction capabilities, e.g., customer does not have to call again to stop payment on meter.		
2.1.24	Ability to allow customers text messaging transmissions – Short messaging System (SMS).		

2.2 Customer Sign-Up and Account Management

	Requirement	Code	Comments
2.2.1	Ability to register customers and activate account instantly through web-based, mobile web application based and phone-based IVR (Interactive Voice Response) system.		
2.2.2	Requirement for IVR (Interactive Voice Response) system to include live operator option during meter in effect times.		
2.2.3	Ability to sign up new customers and provide meter payment service by one initial contact by customer. No separate call backs or separate web-based verifications required.		

2.2.4	Ability to sign up members using credit cards. Minimum requirement of Visa and MC.		
2.2.5	Ability to register customer's vehicle based on license plate number.		
2.2.6	Ability for businesses to set up accounts that allow multiple vehicle sign-ups for meters outside business location.		
2.2.7	Ability to allow multiple license plates for individual accounts.		
2.2.8	Ability for car rental companies to set up accounts and provide account use for customers.		
2.2.9	Ability for companies with multiple vehicles, e.g., courier companies, to set up accounts for use of meters throughout the city.		
2.2.10	Ability to allow customer payments by credit card and other prepayment devices.		
2.2.11	Ability to allow customer sign-up and payment by prepayment, pre-authorized bank debits or through cellular phone provider accounts, or other account arrangements.		
2.2.12	Web site to include: • sign up • credit card authorization • member account maintenance • member account summary • receipt issuance/confirmation functionality • secure transaction functionality, e.g., VeriSign, secure socket layer (SSL)		
2.2.13	Ability to assign multiple billing accounts to a customer.		
2.2.14	Ability to apply adjustments to current and/or future periods for billing purposes.		
2.2.15	Ability to identify license plates by jurisdictions, e.g., province or state.		
2.2.16	Ability to view and print all accounts associated with a single customer.		

2.2.17	Ability to process refunds on overpayments with or without interest.		
2.2.18	Ability to apply and/or reverse payments based on user defined priority/sequencing.		
2.2.19	Ability to reject or accept payment based on City defined criteria.		
2.2.20	Ability to apply and/or reverse prepayments and interest.		
2.2.21	Online account information for multiple years.		
2.2.22	Ability to look up account balances and then drill down to detail of each transaction.		
2.2.23	Ability to search for data by multiple methods such as cell phones #, address, vehicle license plate, meter number, name.		
2.2.24	Ability for City to set up new account and/or apply credit to an existing account, e.g., parking credit.		
2.2.25	Ability for City staff to access proponent's system.		
2.2.26	Ability to provide city staff free parking for business.		
2.2.27	Ability to provide parking discount & enforcement to user driving a fuel efficient vehicle. e.g. electric scooters and motorcycles		
2.2.28	Ability to apply a special parking policy to specific user group, e.g. no time restrictions for utility service trucks.		

2.3 General and Reporting Functionality

	Requirement	**Code**	**Comments**
2.3.1	Management reporting, hourly, daily, weekly, annually to be determined City requirements.		
2.3.2	Financial reporting, hourly, daily, weekly, annually to be determined by City requirements.		

2.3.3	Creation of queries and ad-hoc reports without vendor assistance and future system upgrade repercussions. City should have the ability to define calculations, and/or logic, sorting, breaks and sub-totaling.		
2.3.4	Viewing and printing of any information stored in the system on a standard report and/or query.		
2.3.5	Ability to produce report summary on parking usage, payment patterns, and other criteria as defined by City for analysis.		
2.3.6	Allows reports to be queued and generated at a specified time.		
2.3.7	Allows reporting on archived historical information.		
2.3.8	Customer reporting functionality for individuals and companies, based on company, individual user or vehicle plate number.		
2.3.9	Ability to define special customer groups for City analysis as required. i.e. City staff parking; corporate customer.		
2.3.10	Ability to profile customer records by City defined criteria for parking patterns, payment patterns, location patterns.		
2.3.11	Ability to perform “what-if” revenue forecasting on all relevant variables including time of day, rates, zones and usage.		
2.3.12	Ability to provide third party certified verification of accuracy of time provided by system to withstand court challenges.		
2.3.13	Ability to provide report information on individual transactions for Bylaws Adjudication.		
2.3.14	Ability to produce timely vehicle payment reports for use by City in making enforcement decisions due to potential system failure.		

2.3.15	Ability to provide separate logins for financial analysis and street designer to login to access and run report with consideration of PCI-DSS (Payment Card Industry – Data Security Standards) requirements and City policies. Restricted access to detailed reporting only, no access to other part of the web application		
2.3.16	Ability to provide full logging capabilities of agent login, agent processing parking transactions, credits, refunds, delete account, update meters and meter rates.		
2.3.17	Ability to run transaction report on hosted/stored data of pay stations		
2.3.18	Ability to provide parking credit and refund report with agent's ID		

2.4 System Design/Architecture

	Requirement	Code	Comments
2.4.1	System uses Wireless Application Protocol (WAP) communication protocol.		
2.4.2	Database uses client server architecture/shared central database.		
2.4.3	Database (DBMS) is either MS SQL Server or "Oracle".		
2.4.4	Compatible with City's standard PC workstation using Microsoft Windows XP & or Windows 7. City will be upgrading the desktop MS Windows XP software to Windows 7 in fall of 2012.		
2.4.5	Ability to define and pre-schedule the effective date for changes in meters, rate, fee or charge structure tables.		
2.4.6	Ability to define and pre-schedule the effective date for changes in time limit, rush hour and/or other restrictions.		
2.4.7	Ability to perform customer database analysis to ensure all customers are billed correctly.		
2.4.8	Ability to change fee calculation and billing schedule without software modification.		

	Requirement	Code	Comments
2.4.9	Ability to accommodate new fee collection methods as new business initiatives arise without software modification.		
2.4.10	Ability of proponent system to communicate payment information to TicketManager via a secure HTTPS connection.		
2.4.11	System upgrade and patches must be performed outside of meter hours, i.e. outside of 0900 - 2200.		

2.5 System Administration/Security, PCI compliance & Data Storage

	Requirement	Code	Comments
2.5.1	Ability to restrict or prevent changes to specific data elements provided by City.		
2.5.2	Ability to verify that data supplied by City has been fully and correctly loaded.		
2.5.3	Ability to reverse changes from City if a file is loaded incorrectly or out of sequence.		
2.5.4	Requires user to login.		
2.5.5	Supports Public Key Infrastructure (PKI) and Certificate Authorities (CA).		
2.5.6	Ability to assign and manage a customer personal identification number (PIN).		
2.5.7	For any access to proponent system by City staff, the City requires: • enforced periodic password changes (the City standard is every 60 days) • enforces a minimum password length (the City standard is seven characters & case sensitive) • enforces password that contains both alpha and numeric characters • prevents assigning of previously used password.		
2.5.8	Maintains historic information for City defined time period.		

	Requirement	Code	Comments
2.5.9	Financial data and financial reports can be restricted against unauthorized viewing.		
2.5.10	Prints only partial credit or debit card numbers on receipts, e.g., all but last 4 digits print as asterisks.		
2.5.11	Provides a security audit trail of update and access backing up with a report.		
2.5.12	Tracks access such as successful/unsuccessful logon attempts, administrative activities, file access.		
2.5.13	Protects audit logs.		
2.5.14	When logs are cleared, records when and by whom.		
2.5.15	Ability for City to audit any aspect of proponent system during terms of contract.		
2.5.16	Preserves deleted data.		
2.5.17	Includes separate control over viewing and editing of data.		
2.5.18	Locks user account after a preset number of unsuccessful logon attempts.		
2.5.19	Provide phone number recognition software.		
2.5.20	Ability to host/store pay station transaction data for enforcement.		
2.5.21	Ability to adhere to the Freedom of Information and Protection of Privacy (FOIPOP) Act with respect to the protection and storage of personal information acquired from the City in course of providing any service to the City.		
2.5.22	Ability to provide evidence that the Payment by phone and payment by web application & service are PCI - DSS (Payment Card Industry – Data Security Standards) compliant.		

2.6 Integration – TicketManager and other systems

	Requirement	Code	Comments

	Requirement	Code	Comments
2.6.1	Ability to store and support all meters numbers 10,000 + & pay stations numbers for the City.		
2.6.2	Ability to allow significant future expansion in number of meters & pay stations.		
2.6.3	Ability to update new meter information immediately.		
2.6.4	Ability to incorporate different rates for individual meter/pay station, blocks, partial blocks, streets.		
2.6.5	Ability to incorporate different rates for the same meter/pay station.		
2.6.6	Ability to change meter rates immediately, upon City's requirements.		
2.6.7	Ability to incorporate time limit restrictions, rush zones and/or other restrictions for individual meters/pay stations, blocks, partial blocks, streets.		
2.6.8	Ability to incorporate different time limit restrictions for the same meter/pay station.		
2.6.9	Ability to change time limit restrictions, rush zones and/or other restrictions immediately, upon City's requirements.		
2.6.10	Ability to allow and implement temporary restrictions on meters/pay stations, e.g., special events as per city's requirements and update system immediately.		
2.6.11	Ability to re-use 5 digit payment by phone and payment by a web application meter number conversion table that accommodates City current meter location numbering system and future City expansion requirements.		
2.6.12	Ability for officers to enter vehicle plate, meter number, or area based space through hand held units and receive real time payment status of vehicle.		
2.6.13	Ability for officer to enter street, block, or sides of street and receive status on individual vehicle plates or meters.		

	Requirement	Code	Comments
2.6.14	Ability for officer to enter street, block, or sides of street and receive summary status of expired meters.		
2.6.15	Ability to query pay station transactions on TicketManager – handhelds.		
2.6.16	Ability to provide 2.6.12 through 2.6.14 in look up form in TicketManager.		
2.6.17	Ability to link with City's web ticket payment system.		
2.6.18	Ability to integrate with City's VOIP (voice over internet phone) telephone system.		
2.6.19	Ability to integrate with meters and pay stations for parking and enforcement.		
2.6.20	The City's long-term goal is to integrate BizTalk as a middleware in its systems		

2.7 Future Functionality

Proponents should describe any value added services it could prepare or supply as part of the contract. Unless otherwise stated as CCX, it is understood that there are no extra costs for these services.

	Value Added Functionality	Code	Comments
2.7.1	Ability to provide real time parking meter location proximity information and space availability on a Google map.		
2.7.2	Ability to use NFC technology (Near Field Communication) to launch the parking payment application on smartphones.		
2.7.3	Ability to use QR (Quick Response) code to access City web site for ticket payment or information		
2.7.4	Ability to offer multi – language options.		
2.7.5	Ability to display payment status on IPS meters		

	Proponents are encouraged to add to this table.		

3.0 Implementation and Integration Services

3.1 Project Outputs and Deliverables

At the end of the implementation and integration component the project team will have:

- documented a complete implementation project and transition work plans;
- developed and documented the required and approved system design (business blueprint);
- successfully implemented (configured, tested, documented) system components to support a payment by phone and payment by a web application system.
- integrated all systems;
- tested all new systems;
- developed, tested and assigned new security authorization profiles as required;
- created a user community trained and confident in the use of all systems in the work place;
- created a technical support team (internal and external) proficient with the systems such that it is capable of maintaining the systems;
- created/updated all project and end user documentation and training material as required;
- confirmed that the system design will meet the needs of revenue services; and
- made recommendations to reorganize, realign, streamline, re-assign and eliminate functions and activities through the use of the systems.

3.2 Pre-agreed performance measures

Met or exceeded all of the pre-agreed performance measures as below:

Performance & Service Expectations	
Incident	**Acceptable Response**
Account Maintenance - Update /Add Vehicle License Plate	3 minutes
Account Maintenance - Cancel & Suspend Account	3 minutes
Account Maintenance - Update Credit Card	3 minutes
Parking Payment Transaction via IVR (Interactive Voice Response)	3 minutes

Process a Parking Credit and or Refund	3 minutes
New Account signup on IVR (Interactive Voice Response)	5 minutes
Account Troubleshooting – Call Tracing and Transaction Query	10 minutes
Emergency Support Call Back	30 minutes
Incident	**Acceptable Resolution**
System Outage	3 hours
New or changed meter locations	1 day
Meter configuration changes (rates, time limits, etc)	1 day
General Technical Support or Assistance	3 days
Software bug fix (non critical)	5 days
Adding New Customer Service Agent Account	5 days
Simple Reporting Request	5 days
Software Escrow Deposit	5 days
IVR (Interactive Voice Response) Script Change	5 days
Web Site Update	5 days

3.3 In support of these project deliverables, the City expects the Proponent(s) to deliver the following:

- a project that is on track and on budget;
- a proven methodology that has been used in previous implementations in at least three other organizations, preferably in the public sector;
- clear performance measurements at key milestones to ensure the project stays on track and meets stated objectives;
- assistance with completion of testing and documentation; and
- assistance with documenting system test plans/scripts to adequately test the functioning and the integration with systems currently in use at the City.

3.4 Contract Requirements

Under the overall direction of the City, the services provided will include:

- a proven implementation methodology and support in its use;
- performance measures to track and gauge the success of the project;

- completion of the implementation (design, configuration, testing/documentation, data conversion) of all systems and related hardware at the City;
- assistance with custom development, if required;
- assistance with the technical landscape if required, team training in configuration and functionality;
- assistance with change management activities as required;
- assistance in developing training material for the City's user community and technical staff as required; and
- assistance with process re-engineering as required.

3.5 City Support Team

The City reserves the right to dictate the composition of the final project team. This team will be selected based on skills and knowledge.

3.6 Roles and Responsibilities of the City Support Team

- Overall project management, ensuring both vendor teams and City teams work together effectively.
- Work closely with users and department managers in analysing and making improvements to business processes; provide business and technical expertise to problem resolution and process reengineering.
- Develop and maintain test scripts and scenarios to ensure adequate testing of the business processes and systems.
- Provide problem resolution services to the users by ensuring that customers receive timely and expert advice.
- Ensure all business processes are documented and that training material is updated and current.
- Provide corporate reporting support in the development and ongoing maintenance of the organization's reporting needs.
- Communicate with users, managers and departments.
- Create and document security authorization profiles, authorize assignment of profiles.
- Develop and maintain interfaces.

3.7 Proponent shall state its understanding of the scope of the implementation and integration services required by the City and comment on the reasonableness of the City's objectives.

3.8 Describe how each requirement of the City's project will be addressed by the Proponent, including:

a) listing and describing the Proponent's assumptions as to scope, resources, project plan, etc for the implementation and integration component of the project.

b) describing how the Proponent will work with the City's Project Team Manager and Project Support Team.

3.9 Proponent shall describe in detail its approach and methodology to meeting the City's implementation requirements. The description must include:

a) clearly stated deliverables at the completion of each phase / activity / tasks.

b) management checkpoints to ensure the project remains on track.

c) key performance indicators to facilitate quality monitoring.

d) approach to training / transfer of knowledge in system functionality.

e) contingency plan to assist in identifying and managing risks to the implementation project.

f) list of required project planning tools and techniques (e.g. Microsoft Project).

g) change management approach.

3.10 Proponent shall indicate where and how the proposed project approach and methodology have been used previously. For each project, Proponent must state:

a) how often the methodology has been used.

b) with what type of company (size, nature of business).

c) the role the Proponent played in the project.

3.11 Provide a high level description of the production plan that will result in a successful implementation of the payment by phones and payment by a web application systems described in this RFP. The plan must at a minimum:

a) include an outline of activities with estimated dates for completion of front-end planning activities.

b) include an outline of activities with estimated dates for completing milestones in narrative and Gantt Chart form.

c) state all deliverables that will be produced during the project, describing how they will be achieved, the assumptions upon which they are based and the resources required for the associated activities.

d) indicate what City resources will be required in completing the deliverables (e.g., support team, subject matter experts from the business).

e) include a matrix of resources required, roles and responsibilities, and resource time commitments.

f) state any tools and techniques that will be used to achieve the project objectives.

g) state the review and approval process recommended by the Proponent for all project deliverables.

h)

4.0 General Requirements

The City has identified key desirable requirements that the Proponent should address within its Proposal.

It is not the intent of these requirements to arbitrarily eliminate any Proponents. However, the City will evaluate the Proposals for what it considers to be the best overall value for its investment.

Please provide information as requested on the following:

4.1 Technical Architecture

4.1.1 Servers and Workstations

a) What are the client workstation hardware and software requirements?

- Operating systems
- RAM and processor speed
- Hard disk and video
- Monitor resolution
- Other hardware required

b) What additional servers are required?
- Application, database, web server, IVR (Interactive Voice Response)
- Other

c) If new server(s) are required, list the hardware requirements for each.
- CPU
- Memory
- Disk Drives
- Number of Drives
- Size of Drives
- RAID Configuration

d) Administration and Monitoring
- Describe the systems capabilities for measuring and monitoring system health, including automatic alerts.

e) Response Time
- For specified data volumes and number of users, provide typical response times for various transactions, reports and inquiries. Refer to 3.2.

4.1.2 Platform and Interface

a) Is the application client server?

b) Is the client web based?
- If not, is a browser version under development, and when will it be available?
- If browser based, what browsers does the application support? Does it require any plug-ins?

c) Does the interface use Windows standard screens, dialogues, menus, controls?

d) Are there other user interfaces (web, IVR (Interactive Voice Response), wireless, faxback, workflow etc)?

4.1.3 Development Tools

a) What development language(s) is the application written in? What version?

b) What reporting tool(s) does the application use? What version?

4.1.4 Database

a) What database software systems (DBMS) and which versions are supported?

b) Physical Database Size

- Estimated size in megabytes, gigabytes or terabytes
- Estimated rate of growth over time
- Estimated record counts for key tables

c) Are all tables normalized?

d) Do all tables have primary keys?

e) Is referential integrity enforced at the database level?

f) Are data constraints enforced at the database level?

g) Will the vendor provide design documentation, describing logical and physical design? Will the vendor provide a database schema showing all tables, indexes and relations?

h) Describe how historical information is archived and how archived data is accessed.

i) Describe transaction processing including commit and automatic rollback capabilities.

j) Provide a detailed test plan

4.2 Support and Maintenance Specifications

4.2.1 Support and Maintenance

a) Please provide details of the maintenance and support agreements. If more than one support package is available, please provide prices and details for each package including:

- the yearly maintenance cost for each package.
- does the package provide unlimited support or is there a cost per incident?
- what operational hours does the maintenance agreement cover?
- what are the costs for extending the maintenance coverage hours?
- how many user contact persons are permitted?
- confirmation of when yearly support and maintenance agreement would commence after implementation.

b) Where is the local support office located?

c) How long after "go-live" would on-site staff be available for post implementation support?

d) Describe how many City technical staff and/or business analysts and the required skills would be required to operate and support the system?

- for administration?
- for business support?
- for technical support?

4.2.2 Software Installation and Upgrades

a) What has the release cycle been over the last three (3) years?

b) How are bug patches and smaller upgrades handled?

c) Are the upgrades and patches included in the cost of the maintenance agreement?

d) Are upgrades mandatory? What length of time will superceded versions be supported?

e) What is the length of time that the vendor will support superceded versions of the software?

f) How will the City influence new functionality? What is the methodology for deciding whether requested functionality will be implemented and determining charges for it?

g) Are clients informed of all custom modifications done for other clients? Describe your policy for making custom modifications available to other clients.

h) Describe how the product is installed and upgrades are applied to the workstations.

i) Describe how customizations for the City remain compatible with new software releases.

4.2.3 User Group

a) Does the product have a formal user group?

b) What is its' relationship to the company?

c) How active is it (how many members, how often does it meet, is there a newsletter, is there a web page, forum and archives)?

d) What topics have been addressed by the user group?

4.2.4 Software

a) When was the proposed software first released?

b) State what, if any, third party licenses are part of the proposed system.

c) State performance benchmarks experienced at other client sites.

d) Indicate if the source code and related documents are, or can be, held in a legal trust to be available to the City should the Contractor be unable to provide system maintenance or support.

4.2.5 Training

a) The city has training facilities on its premises. Training must synchronize with the Proponents overall implementation plan and include at least end user, train-the-trainer, system support and ongoing training. Describe in detail the proposed training plan and strategy including:

- a detailed training plan for each system module including scope and duration

4.2.6 Reports

The following reports are the minimum requirements:

Financial Reports:

- Parking transaction summary by payment type report – daily, weekly, monthly & annual
- Detailed Parking credit report with ID of the agent – daily, weekly, monthly & annual
- Detailed Refund report with ID of the agent – daily, weekly, monthly & annual
- Detailed daily PBP transaction report with start time, end time, plate, PBP location #, meter #, amount and charge reference
- Deposit report – daily, weekly, monthly
- Specific user group transaction report – daily, weekly, monthly & annual
- IVR (Interactive Voice Response) & web application usage summary
- New user signup with a breakdown of signup type report
- Report on special parking program – motorcycle parking usage and discount
- Parking transaction by meter types

Customer Service Reports:

- Call log summary by account
- Call log with detailed key entry, credit card # must be encrypted
- Parking history by account
- Parking history by plate
- Parking history by meter/PBP location
- Parking credit/refund history by account
- Parking history by location that is street/block – hourly, daily, weekly, monthly
- Parking history by the last four digit of the credit card

The Proponent should provide a list of all standard reports and queries available**.**

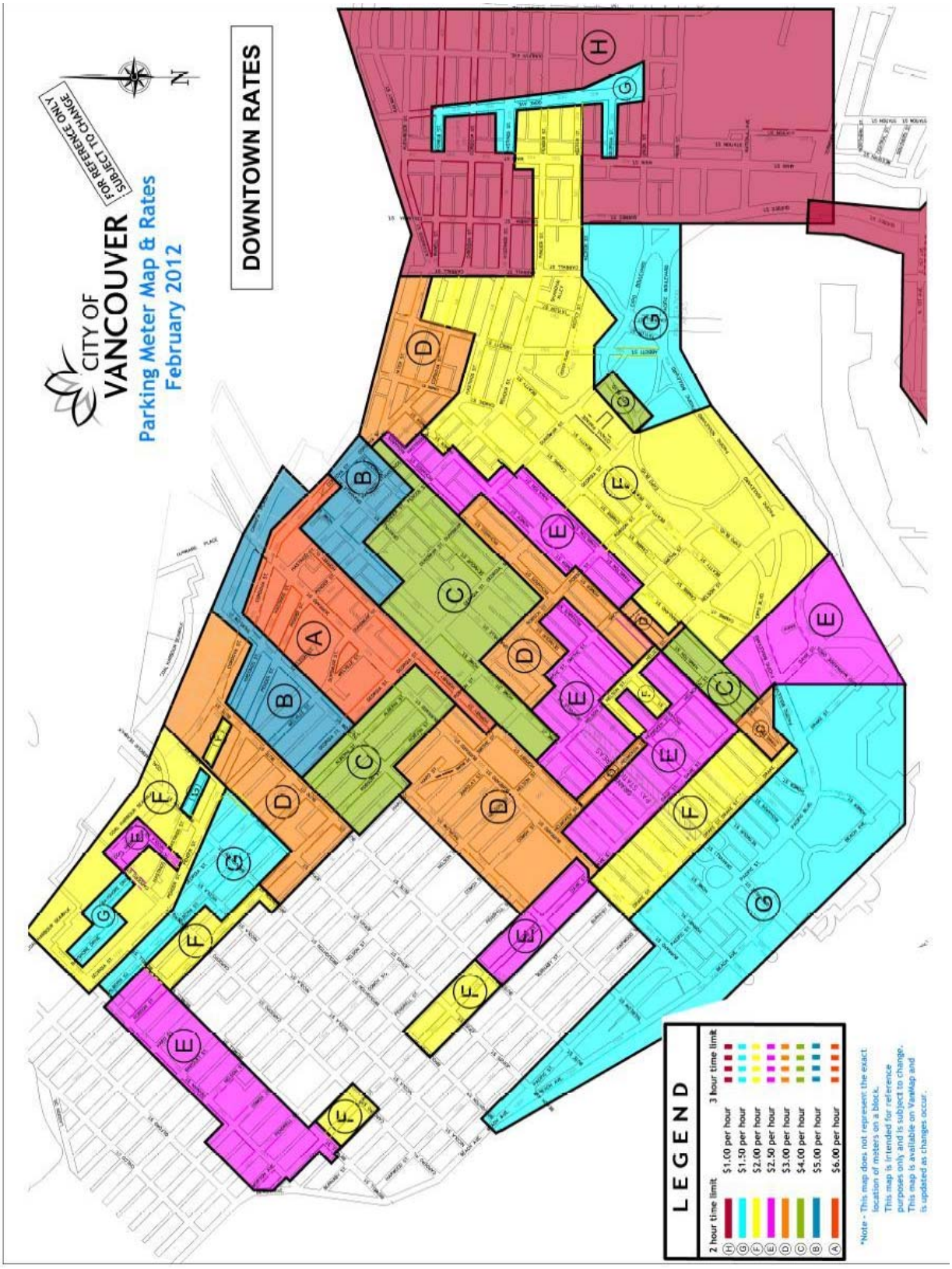
CITY OF VANCOUVER

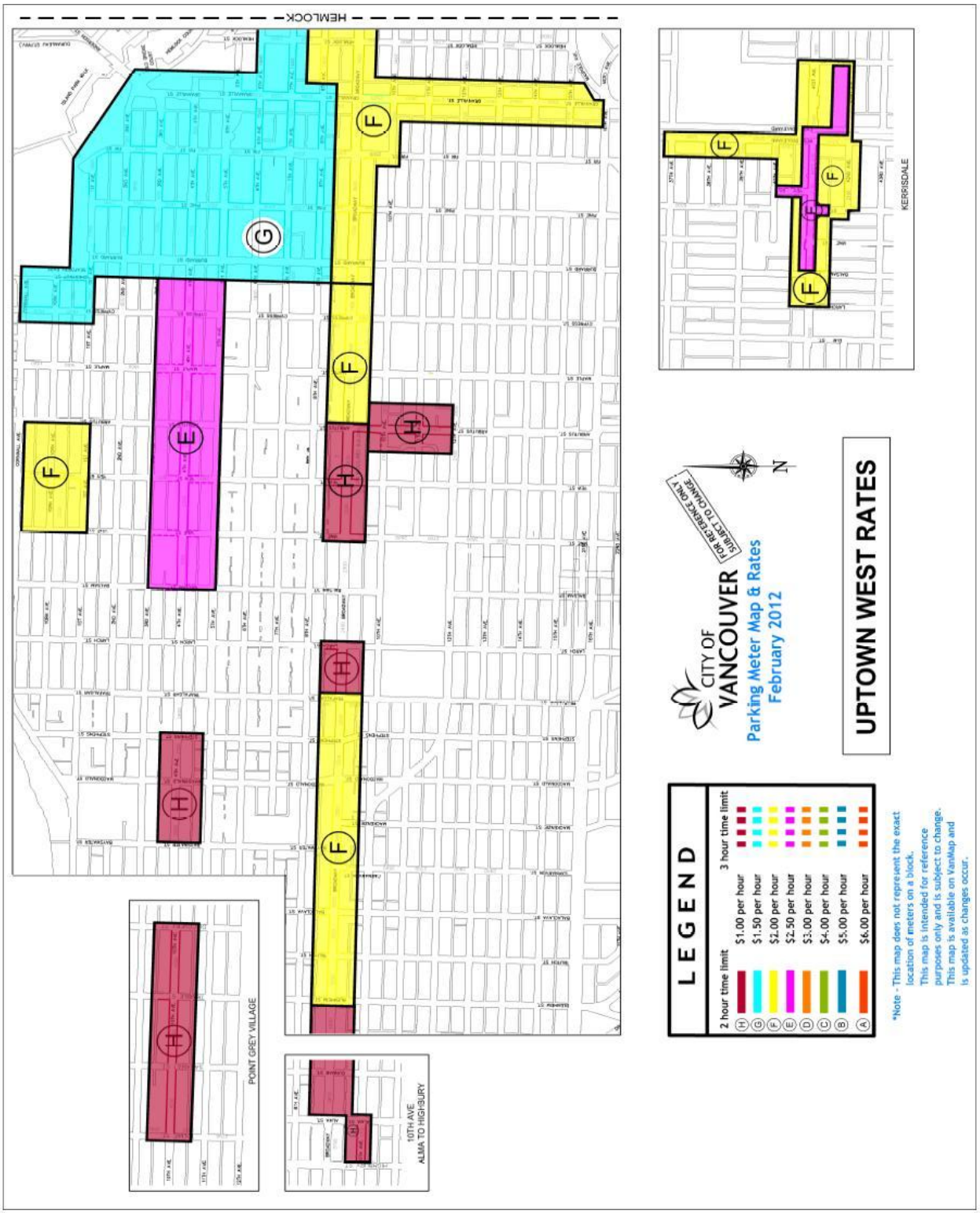
FOR REFERENCE ONLY SUBJECT TO CHANGE

Parking Meter Map & Rates
February 2012

LEGEND

2 hour time limit		3 hour time limit
	$1.00 per hour	
	$1.50 per hour	
	$2.00 per hour	
	$2.50 per hour	
	$3.00 per hour	
	$4.00 per hour	
	$5.00 per hour	
	$6.00 per hour	


DOWNTOWN RATES
CITY OF VANCOUVER
Parking Meter Map & Rates
February 2012
FOR REFERENCE ONLY
SUBJECT TO CHANGE
N
LEGEND
2 hour time limit
3 hour time limit
(H) $1.00 per hour
(G) $1.50 per hour
(F) $2.00 per hour
(E) $2.50 per hour
(D) $3.00 per hour
(C) $4.00 per hour
(B) $5.00 per hour
(A) $6.00 per hour
*Note - This map does not represent the exact location of meters on a block.
This map is intended for reference purposes only and is subject to change.
This map is available on VanMap and is updated as changes occur.


HEMLOCK
KERRISDALE
POINT GREY VILLAGE
10TH AVE
ALMA TO HIGHBURY
CITY OF VANCOUVER
Parking Meter Map & Rates
February 2012
FOR REFERENCE ONLY
SUBJECT TO CHANGE
N
UPTOWN WEST RATES
LEGEND
2 hour time limit
3 hour time limit
(H) $1.00 per hour
(G) $1.50 per hour
(F) $2.00 per hour
(E) $2.50 per hour
(D) $3.00 per hour
(C) $4.00 per hour
(B) $5.00 per hour
(A) $6.00 per hour
*Note - This map does not represent the exact location of meters on a block.
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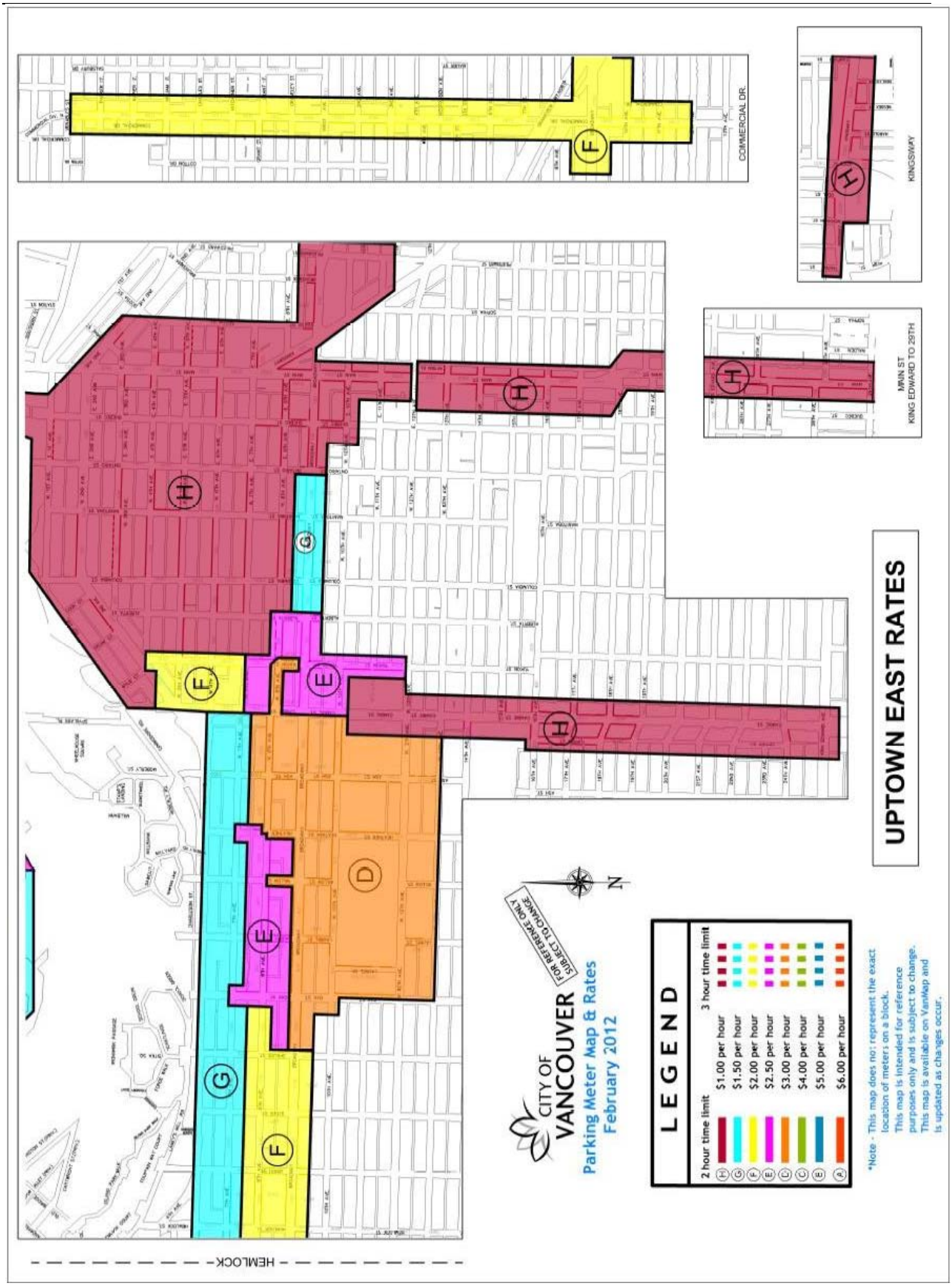
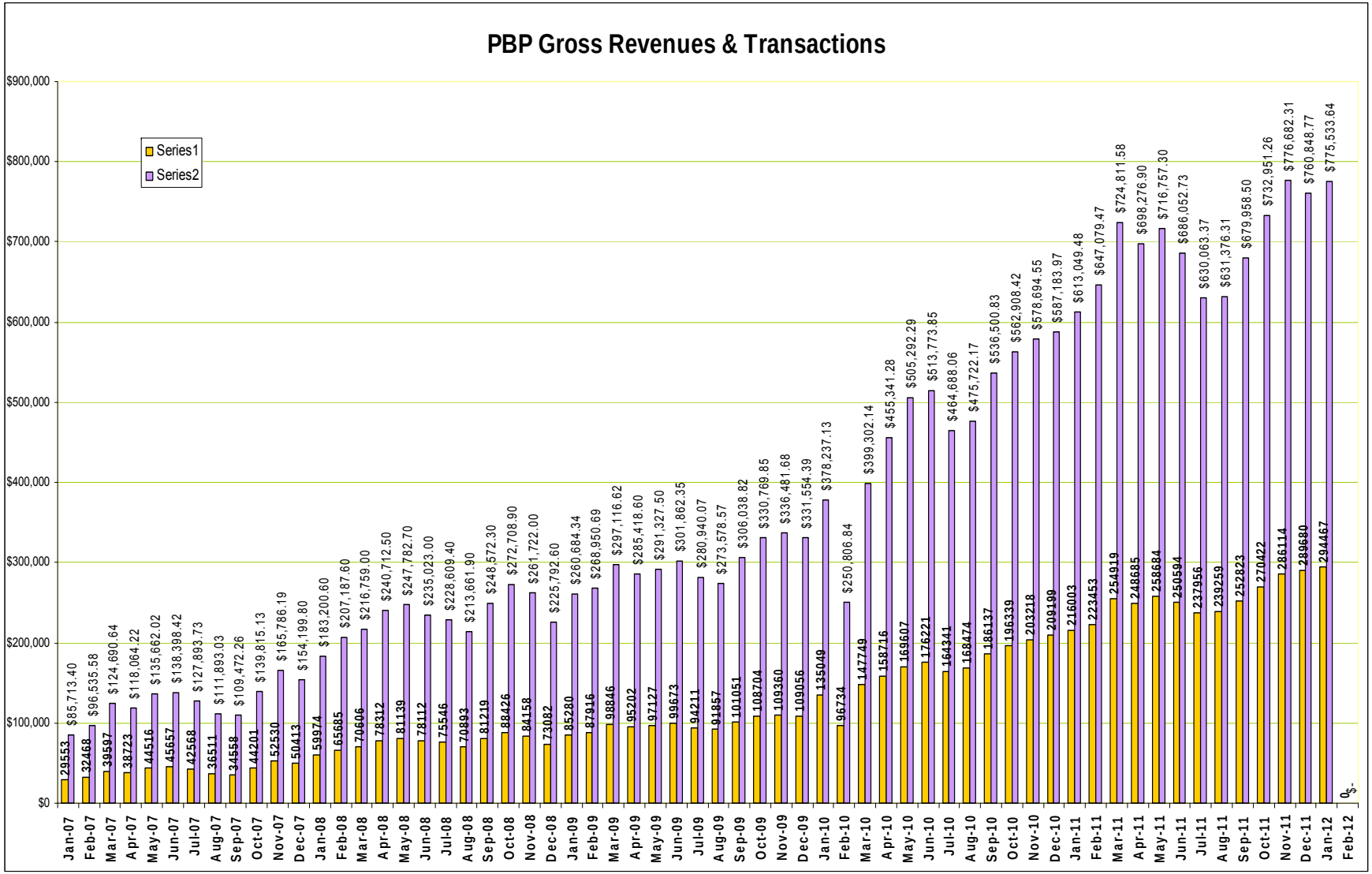

UPTOWN EAST RATES
CITY OF VANCOUVER
Parking Meter Map & Rates
February 2012
FOR REFERENCE ONLY
SUBJECT TO CHANGE
N
LEGEND
2 hour time limit
3 hour time limit
$1.00 per hour
$1.50 per hour
$2.00 per hour
$2.50 per hour
$3.00 per hour
$4.00 per hour
$5.00 per hour
$6.00 per hour
*Note - This map does no: represent the exact location of meters on a block.
This map is intended for reference purposes only and is subject to change.
This map is available on VanMap and is updated as changes occur.
COMMERCIAL DR.
KINGSWAY
MAIN ST
KING EDWARD TO 29TH
HEMLOCK

Payment by Phone Transaction Volume, Gross Revenues and Average Transaction Value by Month			
Month	**Transactions (#)**	**Gross PBP Revenues**	**Average Transaction Value**
January-07	29553	$ 85,713.40	$ 2.90
February-07	32468	$ 96,535.58	$ 2.97
March-07	39597	$ 124,690.64	$ 3.15
April-07	38723	$ 118,064.22	$ 3.05
May-07	44516	$ 135,662.02	$ 3.05
June-07	45657	$ 138,398.42	$ 3.03
July-07	42568	$ 127,893.73	$ 3.00
August-07	36511	$ 111,893.03	$ 3.06
September-07	34558	$ 109,472.26	$ 3.17
October-07	44201	$ 139,815.13	$ 3.16
November-07	52530	$ 165,786.19	$ 3.16
December-07	50413	$ 154,199.80	$ 3.06
January-08	59974	$ 183,200.60	$ 3.05
February-08	65685	$ 207,187.60	$ 3.15
March-08	70606	$ 216,759.00	$ 3.07
April-08	78312	$ 240,712.50	$ 3.07
May-08	81139	$ 247,782.70	$ 3.05
June-08	78112	$ 235,023.00	$ 3.01
July-08	75546	$ 228,609.40	$ 3.03
August-08	70893	$ 213,661.90	$ 3.01
September-08	81219	$ 248,572.30	$ 3.06
October-08	88426	$ 272,708.90	$ 3.08
November-08	84158	$ 261,722.00	$ 3.11
December-08	73082	$ 225,792.60	$ 3.09

January-09	85280	$	260,684.34	$	3.06
February-09	87916	$	268,950.69	$	3.06
March-09	98846	$	297,116.62	$	3.01
April-09	95202	$	285,418.60	$	3.00
May-09	97127	$	291,327.50	$	3.00
June-09	99673	$	301,862.35	$	3.03
July-09	94211	$	280,940.07	$	2.98
August-09	91857	$	273,578.57	$	2.98
September-09	101051	$	306,038.82	$	3.03
October-09	108704	$	330,769.85	$	3.04
November-09	109360	$	336,481.68	$	3.08
December-09	109056	$	331,554.39	$	3.04
January-10	135049	$	378,237.13	$	2.80
February-10	96734	$	250,806.84	$	2.59
March-10	147749	$	399,302.14	$	2.70
April-10	158716	$	455,341.28	$	2.87
May-10	169607	$	505,292.29	$	2.98
June-10	176221	$	513,773.85	$	2.92
July-10	164341	$	464,688.06	$	2.83
August-10	168474	$	475,722.17	$	2.82
September-10	186137	$	536,500.83	$	2.88
October-10	196339	$	562,908.42	$	2.87
November-10	203218	$	578,694.55	$	2.85
December-10	209199	$	587,183.97	$	2.81
January-11	216003	$	613,049.48	$	2.84
February-11	223453	$	647,079.47	$	2.90
March-11	254919	$	724,811.58	$	2.84

April-11	248685	$	698,276.90	$	2.81
May-11	258684	$	716,757.30	$	2.77
June-11	250594	$	686,052.73	$	2.74
July-11	237956	$	630,063.37	$	2.65
August-11	239259	$	631,376.31	$	2.64
September-11	252823	$	679,958.50	$	2.69
October-11	270422	$	732,951.26	$	2.71
November-11	286114	$	776,682.31	$	2.71
December-11	289680	$	760,848.77	$	2.63
January-12	294467	$	775,533.64	$	2.63


PBP Gross Revenues & Transactions
Series1
Series2
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
Jan-07 29553 $85,713.40
Feb-07 32468 $96,535.58
Mar-07 39597 $124,690.64
Apr-07 38723 $118,064.22
May-07 44516 $135,662.02
Jun-07 45657 $138,398.42
Jul-07 42568 $127,893.73
Aug-07 36511 $111,893.03
Sep-07 34558 $109,472.26
Oct-07 44201 $139,815.13
Nov-07 52530 $165,786.19
Dec-07 50413 $154,199.80
Jan-08 59974 $183,200.60
Feb-08 65685 $207,187.60
Mar-08 70606 $216,759.00
Apr-08 78312 $240,712.50
May-08 81139 $247,782.70
Jun-08 78112 $235,023.00
Jul-08 75546 $228,609.40
Aug-08 70893 $213,661.90
Sep-08 81219 $248,572.30
Oct-08 88426 $272,708.90
Nov-08 84158 $261,722.00
Dec-08 73082 $225,792.60
Jan-09 85280 $260,684.34
Feb-09 87916 $268,950.69
Mar-09 98846 $297,116.62
Apr-09 95202 $285,418.60
May-09 97127 $291,327.50
Jun-09 99673 $301,862.35
Jul-09 94211 $280,940.07
Aug-09 91857 $273,578.57
Sep-09 101051 $306,038.82
Oct-09 108704 $330,769.85
Nov-09 109360 $336,481.68
Dec-09 109056 $331,554.39
Jan-10 135049 $378,237.13
Feb-10 96734 $250,806.84
Mar-10 147749 $399,302.14
Apr-10 158716 $455,341.28
May-10 169607 $505,292.29
Jun-10 178221 $513,773.85
Jul-10 164341 $464,688.06
Aug-10 168474 $475,722.17
Sep-10 186137 $536,500.83
Oct-10 196339 $562,908.42
Nov-10 203218 $578,694.55
Dec-10 209199 $587,183.97
Jan-11 216003 $613,049.48
Feb-11 223453 $647,079.47
Mar-11 254919 $724,811.58
Apr-11 248685 $698,276.90
May-11 258684 $716,757.30
Jun-11 250594 $686,052.73
Jul-11 237956 $630,063.37
Aug-11 239259 $631,376.31
Sep-11 252823 $679,958.50
Oct-11 270422 $732,951.26
Nov-11 286114 $776,682.31
Dec-11 289680 $760,848.77
Jan-12 294467 $775,533.64
Feb-12 0 $-

CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

CITY OF VANCOUVER

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** **City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4**
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** ***(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)***

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____ **Insured Values (Replacement Cost) -**
TYPE OF COVERAGE _____ Building and Tenants' Improvements $ _____
POLICY NUMBER _____ Contents and Equipment $ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:
√ Personal Injury
√ Property Damage including Loss of Use
√ Products and Completed Operations
√ Cross Liability or Severability of Interest
√ Employees as Additional Insureds
√ Blanket Contractual Liability
√ Non-Owned Auto Liability

INSURER _____
POLICY NUMBER _____
POLICY PERIOD From _____ to _____
Limits of Liability (Bodily Injury and Property Damage Inclusive) -
Per Occurrence $ _____
Aggregate $ _____
All Risk Tenants' Legal Liability $ _____
Deductible Per Occurrence $ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____ **Limits of Liability -**
POLICY NUMBER _____ Combined Single Limit $ _____
POLICY PERIOD From _____ to _____ ***If vehicles are insured by ICBC, complete and provide Form APV-47.***

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____ Per Occurrence $ _____
POLICY NUMBER _____ Aggregate $ _____
POLICY PERIOD From _____ to _____ Self-Insured Retention $ _____

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**

INSURER _____ Per Occurrence/Claim $ _____
POLICY NUMBER _____ Aggregate $ _____
POLICY PERIOD From _____ to _____ Deductible Per Occurrence/Claim $ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____ **Limits of Liability**
INSURER _____ Per Occurrence $ _____
POLICY NUMBER _____ Aggregate $ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____

TYPE OF INSURANCE _____ **Limits of Liability**
INSURER _____ Per Occurrence $ _____
POLICY NUMBER _____ Aggregate $ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

_____