



REQUEST FOR PROPOSALS

PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY

RFP No. PS20160866

Issue Date: May 20, 2016

Issued by: City of Vancouver (the "City")

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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit proposals for review by the City and, depending on the City’s evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring a mobile parking payment system: mobile application only. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP (“Proposals”) respecting innovative or novel approaches to the City’s objectives and requirements.
- 1.3 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE FORM OF PROPOSAL.**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 NOTE: AT THE TIME OF ISSUANCE OF RFP PS20160866, THE CITY ANTICIPATES ISSUING A SEPARATE RFP FOR THE PROVISION OF A MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION AND INTERACTIVE VOICE RECOGNITION. PROPONENTS WISHING TO RESPOND TO RFP PS20160866 MAY ALSO WISH TO RESPOND TO THE SEPARATE RFP FOR PROVISION OF A MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION AND INTERACTIVE VOICE RECOGNITION; HOWEVER, THE CITY ANTICIPATES THAT THE SUCCESSFUL PROPONENT FOR RFP PS20160866 WILL BE A DIFFERENT PROPONENT FROM THE ONE SELECTED FOR THE PROVISION OF THE MOBILE APPLICATION AND INTERACTIVE VOICE RECOGNITION.

IN ADDITION, THE CITY HAS ISSUED RFP PS20160189 PROVISION OF PARKING ENFORCEMENT PLATTFORM SOLUTION.

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PART A - INFORMATION AND INSTRUCTIONS

1.8 The RFP consists of four parts, plus appendices:

- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
- (b) PART B - CITY REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
- (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "Form of Agreement"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00PM [PST] June 24, 2016
Closing Time	3:00PM [PST] June 30, 2016

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Diana Chan, Contracting Specialist
diana.chan@vancouver.ca

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

3.3 IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

4.2 Each Proponent should submit one (1) hard copy and one (1) electronic copy (on a USB) of its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("Provision of Mobile Parking Payment System: Mobile Application Only; PS20160866") to the following address:

City of Vancouver
Supply Management Department

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453 West 12th Avenue, 4th Floor
Vancouver, BC V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals must not be submitted by fax.
- 4.6 The City requests that one (1) hard copy and one (1) electronic copy (on a USB) of each Proposal (or amendment) be submitted.
- 4.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 6.0 PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a five (5)-year period, with five (5) possible one-year extensions, for a maximum total term of ten (10) years. Contract extensions shall be at the City’s sole and absolute discretion, and may be subject to City Council approval.
- 7.0 PRICING**
- 7.1 Proponents shall complete and submit the following tables in Part C - Form of Proposal, Appendix 3 - Commercial Proposal:

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- (a) One or both of: Table 1 - Monthly Parking Session Pricing; and Table 2 - Alternative Pricing;
 - (b) One or both of: Table 5 - Costs if Credit Cards Processed by Moneris; and Table 6 - Costs if Credit Cards Processed by Proponent-Brokered Service;
 - (c) If applicable, Table 3 - Telephone Customer Service for the General Public (Optional); and
 - (d) If applicable, Table 4 - Pricing for Other Items not identified in the RFP (Optional).
- 7.2 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.3 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.
- 7.4 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.
- 8.0 EVALUATION OF PROPOSALS**
- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting ¹
Technical - including, but not limited to non-financial and non-Sustainability criteria such as: Annex 1 - Schedule of Requirements Annex 2 - Detailed Functional Requirements spreadsheet Annex 3 - Detailed Technical Requirements spreadsheet	70%
Financial	25%
Sustainability	5%

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PART A - INFORMATION AND INSTRUCTIONS

Total	100%
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¹The Evaluation Weightings indicated in the table above, are anticipated to apply in the short-listing phase of the evaluations. In the subsequent phase(s) of evaluations, additional criteria will be evaluated to select the successful Proponent.

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, 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.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or 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 any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the 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; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

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10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 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.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

PART B - CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1.0 REQUIREMENTS

The City has the following Requirements (in separate attachments), in addition to requirements described within the RFP:

Annex 1 - Schedule of Requirements

Annex 2 - Detailed Functional Requirements spreadsheet

Annex 3 - Detailed Technical Requirements spreadsheet

Appendix A - Parking Meter Regulations

Appendix B - Meter Management Table

Appendix C - Gross Revenue and Transactions

Appendix D - Glossary of Terms

Appendix E - Integration Current and Future State Diagram

Appendix F - Integration Details

Appendix G - Mobile Parking Payment Sample Reports

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PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. PS20160866, Provision of Mobile Parking Payment System: Mobile Application Only (the
"RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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APPENDICES

The Form of Proposal includes the following attached Appendices:

APPENDIX 1	Legal Terms and Conditions of RFP
APPENDIX 2	Submission Format
APPENDIX 3	Commercial Proposal
APPENDIX 4	Proponent's References
APPENDIX 5	Certificate of Insurance
APPENDIX 6	Declaration of Supplier Code of Conduct Compliance
APPENDIX 7	Corporate Sustainability Leadership Questionnaire
APPENDIX 8	Sustainability Requirements Questionnaire
APPENDIX 9	Personal Information Consent Form(s)
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APPENDIX 14	Conflicts; Collusion; Lobbying
APPENDIX 15	Cloud Computing Questionnaire (if applicable)

**APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP**

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as 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).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20160866, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP

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process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

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- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will 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 6 of this Appendix 1 will: (i) bind the City, the 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.

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8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) 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 to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now 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 or any court 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.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

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9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

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11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

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APPENDIX 2
SUBMISSION FORMAT

The submission requirements are outlined in the separate attachment: Annex 1 - Schedule of Requirements, Section 8.0 - Submission Format.

**APPENDIX 3
COMMERCIAL PROPOSAL**

Proponents are to provide proposed pricing and payment terms, which should be in accordance with RFP Part A, Section 7.0. In the electronic copy of the Proposal (on USB), this Appendix 3 – Commercial Proposal should be saved as a separate file from the rest of the Proposal (i.e. not included in the main body of the Proposal).

A Parking Session is considered to be the total time a Customer continuously pays for a specific vehicle to park in a specific metered parking space/zone. A Parking Session can consist of one or more of the following Customer interactions:

- The initial payment at a metered parking space/zone;
- Any extensions that a Customer makes prior to the expiration of time purchased by the initial payment or a prior extension;
- If applicable, using a stop functionality to end a Parking Session; and
- Any other functionality in the Solution that could modify an active Parking Session.

1.0 Vendor Fees

1.1 Parking Session Pricing

The City is interested in a tiered pricing model based on the volume of monthly parking sessions as described below. However, the City may consider other proposed pricing or financial models if deemed appropriate and valuable by the City.

Proponents are to provide pricing that is dependent upon the total number of monthly Parking Sessions as defined above. The monthly fee will be determined by summing the fees for each applicable tier. The number of applicable tiers will be determined by the monthly volume. For example, if the successful Proponent fulfilled 350,000 Parking Sessions in a given month, their fee would be calculated as:

$$\begin{aligned} \text{Monthly Fee} = & \\ & (100,000)(\text{Price per Parking Session for Tier 0}) + \\ & (100,000)(\text{Price per Parking Session for Tier 1}) + \\ & (100,000)(\text{Price per Parking Session for Tier 2}) + \\ & (50,000)(\text{Price per Parking Session for Tier 3}) + \end{aligned}$$

Proponents are to provide the Price per Parking Session for each tier in Table 1 below.

Table 1 – Monthly Parking Session Pricing (note: Table 1 and/or Table 2 should be completed and submitted in the Commercial Proposal)

Tier #	Number of Monthly Parking Sessions	Price per Parking Session
0	1 - 100,000	
1	100,001 - 200,000	
2	200,001 - 300,000	
3	300,001 - 400,000	
4	400,001 - 500,000	
5	500,001 - 600,000	
6	600,001 - 700,000	
7	700,001 - 800,000	
8	800,001 - 900,000	
9	900,001 - 1,000,000	
10	1,000,001 - 1,100,000	
11	1,100,001 - 1,200,000	
12	1,100,001 - 1,200,000	
13	1,200,001 - 1,300,000	
14	1,300,001 - 1,400,000	
15	1,400,001 - 1,500,000	
16	1,500,001 - 1,600,000	

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17	1,600,001 +	
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1.2 Alternative Pricing

In addition to the Parking Session Pricing (Section 1.1 above), the City may consider Alternative Pricing. Alternative Pricing can be provided in Table 2 below.

Table 2 - Alternative Pricing (note: Table 1 and/or Table 2 should be completed and submitted in the Commercial Proposal)

Alternative Pricing

1.3 Pricing for Telephone and Online Customer Service for the General Public

The City uses its in-house 311 and Ticket Enquiry Centre customer service teams to provide service to the public for the MPP system. Should the City choose to change this model, the successful Proponent may be asked to provide these services.

Proponents may provide pricing and details on telephone customer services in Table 3 below.

Table 3 - Telephone Customer Service for the General Public (Optional)

Telephone Customer Service for the General Public

1.4 Pricing for Other Services

Pricing for other services ***not identified in this RFP*** can be noted in Table 4, below.

Table 4 - Pricing for Other Items Not Identified in the RFP (Optional)

Optional Services

2.0 Credit Card Processing Fees

2.1 Credit Cards Processed by Moneris

If the Solution is required to work with Moneris to process credit card transactions (refer to Annex 2 – Detailed Functional Requirements, Section 1.0 - Global), please detail any and all associated costs in Table 5, below.

In addition, please clarify if the credit card processing fees are to be determined on a per Parking Session basis, or on an individual transaction basis (i.e. starting to park is a transaction, extending parking is a separate transaction, stopping parking time is a separate transaction).

Table 5 – Costs if Credit Cards Processed by Moneris (Optional)

Note: the Proponent may complete both this Table 5 and Table 6 below. However, if the Proponent does not provide a response in this Table 5, then a response in Table 6 below is required.

Please provide itemized cost details (e.g. Moneris costs, Proponent fees), to illustrate what is a pass-through cost and what is a fee to the Proponent.

2.2 Credit Cards and other Payment Methods Processed by a Proponent's Preferred Service Provider, other than Moneris

If the Solution can be configured to work with a Proponent-brokered service where credit cards are processed entirely by the Solution and revenues are submitted to the City in accordance with a pre-determined schedule (functional requirement in Annex 2, Tab 1.0 Global), indicate all associated costs (gateway fees, credit card processing fees, etc.) in Table 6 below.

In the response, please clarify if fees are to be determined on a per Parking Session basis or on an individual transaction basis (i.e starting to park is a transaction, extending parking is a transaction, stopping parking time is a transaction).

Table 6 – Costs if Credit Cards Processed by Proponent's Preferred Service Provider, other than Moneris (Optional)

Note: the Proponent may complete both this Table 6 and Table 5 above. However, if the Proponent does not provide a response in this Table 6, then a response in Table 5 above is required.

Please provide itemized cost details to illustrate what is a pass-through cost and what

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is a fee to the Proponent.

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APPENDIX 4
PROPONENT'S REFERENCES

Refer to separate attachment, Annex 1 - Schedule of Requirements, Section 10.3 - Proponent's Experience, Expertise and References.

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**APPENDIX 5
CERTIFICATE OF INSURANCE**

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

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APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

Purpose:

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____ (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (vendor name).

Signature: _____

Name and Title: _____

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**APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

Complete this Appendix 7 - Corporate Sustainability Leadership Questionnaire in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

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SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

☐ Yes ☐ No

If no, go to question 2.

If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

2. Does your company measure its greenhouse gas (GHG) emissions?

☐ Yes ☐ No

If yes, state total annual GHG emissions (tCO₂e): _____

3. Has your company adopted GHG reduction targets or goals?

☐ Yes ☐ No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

☐ Yes ☐ No

If yes, state the name of the 3rd party: _____

5. Does your company own buildings in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 7.

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If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. **Please limit answer to 400 words or less.**

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. building envelope improvements (e.g., insulation, windows)
- c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

☐ Yes ☐ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

In no, skip to question 9.

If yes, please address the following questions:

- a) what size is your fleet (including heavy off-road equipment)?

- b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). **Please limit answer to 250 words or less.**

8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☐ Yes ☐ No

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If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). Please limit answer to 250 words or less.

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9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. Please limit answer to 250 words or less.

10. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes ☐ No

If yes, state annual solid waste figures (kg or tonnes): _____

11. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

12. Does your company have an office or operations recycling program in place?

☐ Yes ☐ No

If yes, which materials does your company recycle - check only those that apply:

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam
- ☐ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

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14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

☐ Yes ☐ No

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply**:

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

☐ Yes ☐ No

If yes, please state either:

a) date of certification; OR

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b) date by which you expect to become certified

2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☐ Yes ☐ No

If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below).

☐ Yes ☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below)

☐ Yes ☐ No

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

b. Community Contribution Company (C3) (as defined in Section 3 below)

☐ Yes ☐ No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

☐ Yes ☐ No

If yes, state the name of the third party and date of certification or date of last review:

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6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 250 words or less.
-
-
-

SECTION 3: DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

"Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada)." See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a "Social Enterprise" for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A "person with barriers to employment" is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a "person with barriers to employment", the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

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Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.

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APPENDIX 8
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

Complete this Appendix 8 -Sustainability Requirements in the form set out below.

The City seeks a Proponent that can deliver the proposed service(s) in an environmentally and socially responsible manner. This includes the following desirable requirements:

- a. uses the most more energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
- b. minimizes waste disposed to landfill or incinerator;
- c. uses environmentally preferable products in delivering the service;
- d. uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

The Proponent is to address the requirements below for the services that will be provided:

1) Energy Efficiency - Services

The City prefers that Proponents use the most energy efficient equipment possible to deliver the service and/or use a viable low carbon alternative.

1. Describe the type of equipment to be used and the fuel type (e.g., electricity, diesel, battery, etc.)

2. For each type of equipment to be used, provide information to demonstrate that the equipment is the most energy efficient possible (e.g. ENERGY STAR qualified; 100 per cent solar powered). See definition below.

3. Are you able to propose a low carbon alternative to the use of equipment that uses fuel or electricity?

Yes No

If yes, describe the alternative in detail and how it reduces energy consumption:

4. Definitions

Energy Efficient

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label "energy consumption indicator" (e.g., above 50%),
- derives 100 per cent of energy from renewable sources (e.g., solar)

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APPENDIX 9
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 9 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

RFP

Reference #PS20160866

Title: Provision of Mobile Parking Payment System: Mobile Application Only

With the provision of my signature at the foot of this statement I, _____

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent)

of my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

_____ Signature))))	_____ Date
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APPENDIX 10
SUBCONTRACTORS

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

APPENDIX 11
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 11 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

APPENDIX 12
FINANCIAL STATEMENTS

Attached as Appendix 12 to this Form of Proposal, the Proponent's financial statements, prepared by an accountant and covering at least the prior two years.

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

APPENDIX 13
PROOF OF WORKSAFEBC REGISTRATION

If applicable, proof of valid WorkSafeBC registration is to be attached by the Proponent, as Appendix 13 to this Form of Proposal.

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

APPENDIX 14
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 12 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

APPENDIX 15
CLOUD COMPUTING QUESTIONNAIRE - to be completed and included in the Proposal, if a cloud Solution is being proposed

Part A – Security and Risk Management
1. Cloud provider has SLA (service level agreement). Please provide: _____
2. Cloud provider has Privacy and Confidentiality Agreement. Please provide: _____
3. Has the cloud provider had any security breaches? If yes, please provide details: _____
4. Is COV's data 'safe-harboured' and by who <i>Comment: safe-harboured means having a copy of your data stored securely by a 3rd provider separate from the cloud provider to guard against data loss and/or the cloud provider ceasing business</i> _____
5. What encryption method is applicable to COV data in transmission? _____
6. What encryption method is applicable to COV data in storage? _____
7. Who is responsible for the security of COV data in the Cloud provider organisation? Please identify a position in your organization. <i>Comment: There are at least 4 components to data security: 1. Firewall, 2. Encryption, 3. Password Protection and 4. Physical Security (locked doors and such). Any data security plan should address all four.</i>

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

<hr/> <hr/>
<p>8. Who is responsible for privacy and regulatory compliance in the Cloud provider organisation? Please identify a position in your organization</p> <hr/> <hr/>
<p>9. What ability does COV have to audit or view audits of the cloud provider's performance? <i>Comment: 3rd party verification of a cloud provider's security implementation should be one of the aspects to establishing trust in a cloud provider. Do they produce audit reports on a regular basis that are conducted by reputable 3rd party experts?</i></p> <hr/> <hr/>
<p>10. How often does the cloud provider have their security audited? Vulnerability scans? Penetration tests?</p> <hr/> <hr/>
<p>11. Does the cloud provider use any 3rd party service or sub-contractors?</p> <hr/> <hr/>
<p>12. Does the cloud provider have a disaster recovery/business continuity plan? If yes please provide details:</p> <hr/> <hr/>
<p>13. Does the cloud provider indemnify COV for losses as a result of using their service?</p> <hr/>
Part B – Compliance
<p>14. Where are the cloud provider's servers located?</p> <hr/>

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

15. Does the cloud provider have multiple storage locations? Where are they? _____ _____
16. Who has access to COV data? _____ _____
17. Does the cloud provider comply with all Privacy legislation applicable to the data under consideration? i. <i>BC's Personal Information Protection Act, SBC 2003 c. 36</i> ii. <i>Federal Personal Information Protection and Electronic Documents Act, SC 2000 c 5</i> iii. <i>Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 (FIPPA)</i> <i>Comment: if applicable, you must ensure that all data is stored or accessed only within Canada (unless one of the exceptions is met).</i> _____ _____
Part C – Performance
18. What if a security or privacy breach occurs? _____ _____
19. What if material modifications are made to the cloud service terms? _____ _____
20. Is the COV data available after termination? How long? What format? _____ _____

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

21. What and how is COV informed when the SLA, Privacy Policies and Service agreements and other underlying policies and/or terms and conditions are changed?

Part E – IT Considerations

22. Is the cloud provider system available 24x7? If not, please provide details:

23. Does the cloud provider have at least three types of security?

Company-based security (intrusion detection and prevention, spam and virus filters, etc.)

Access-based security (based on identity or role of an individual in your organization)

Transport-based security (such as Virtual Private Network or VPN, Secure Socket Layer or SSL tunneling or encryption)

24. What are the cloud provider's Help Desk hours and phone numbers? Operations? Emergency?

25. What are the backup systems of the cloud provider?

Where are they located?

How often do they backup their data?

Do they have redundant or fail-over systems, such as RAID?

How will the cloud provider to notify COV if they change backup providers?

Part F – Reliability

REQUEST FOR PROPOSALS NO. PS20160866
PROVISION OF MOBILE PARKING PAYMENT SYSTEM: MOBILE APPLICATION ONLY
PART C - FORM OF PROPOSAL

26. What is the cloud provider's "up" history? How is it calculated?

Comment: "Up" time is the time the cloud provider's services are available for use. The most desired or gold standard is 99.999% of the time

27. If the cloud provider's services have previously gone down, what was the longest time period they were down?

28. Does the cloud provider provide alternate or offline system if the primary system is down?
Please provide details:

29. What, if any, are the penalties if the cloud provider fails to meet availability, performance and bandwidth representations spelled out in the SLA?

30. What reports will the cloud provider provide regarding system reliability?

31. What notice will be given for maintenance periods by the cloud provider?

32. Are electronic records retained by the cloud provider for a minimum of 7 years from the final accounting transaction? How will COV access them after service with the cloud provider is terminated?

REQUEST FOR PROPOSALS NO. PS20160866
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33. What is the dispute resolution method in the cloud provider's SLA?

Is an acceptable audit trail available (and printable) on demand in a comprehensible format?

Is the audit trail complete – showing all postings into the software?

34. In the event of a scheduled outage conflicting with a real world emergency, what are the provisions in place by the cloud provider to enable system availability to COV?

Can the scheduled outage be changed? What is the lead time required?

Is there an alternate system available for COV during the outage?

MOBILE PARKING PAYMENT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the ____ day of _____ (the "Effective Date").

BETWEEN:

[Note to Draft: Insert Supplier name]
[Note to Draft: Insert Supplier address]

(the "Supplier")

AND:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y1V4

(the "City")

BACKGROUND:

- A. Pursuant to Request for Proposals No. [Note to Draft: Insert] (the "RFP"), the City invited proposals from qualified proponents for the supply of a mobile parking payments system;
- B. The City's preferred proponent is the Supplier and the City wishes to engage the Supplier to deliver the Services; and
- C. The Supplier has agreed to perform the 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 the parties hereby acknowledge, the parties agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the following meanings:

- (a) "Applicable Laws" means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA and PIPA.
- (b) "City" means the City of Vancouver.
- (c) "Contract Price" means the fixed price set out in Schedule D to be paid by the City to the Supplier for the Services, including the Software.
- (d) "Documentation" means user documentation provided electronically or in paper form by the Supplier for use with the Software, as may be periodically updated and provided by the Supplier.
- (e) "Effective Date" means the date of this Agreement;

- (f) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.
- (g) **"personal information"** has the meaning given to it in FOIPPA and PIPA, as applicable.
- (h) **"PIPA"** means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.
- (i) **"Requirements"** means all of the specifications, requirements, and services set out in Schedule A and the RFP (as modified or expanded by the Supplier's Proposal or as further modified or expanded in this Agreement) that the Services must meet and the Supplier must provide;
- (j) **"RFP"** has the meaning given to it in Recital A of this Agreement and is attached to this Agreement as Schedule E;
- (k) **"Service Level Commitments"** means the service level commitments set out in section [Note to Draft: Insert] of Schedule A. [Note to Draft: Remove if no Service Level Commitments.]
- (l) **"Services"** means all of the obligations set out in this Agreement that are to be satisfied by the Supplier including, without limitation, supplying and maintaining throughout the Term the System, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A), complying with the Service Level Commitments, and all services and other requirements set out in Schedule E (RFP) and Schedule F (Supplier's Proposal). For certainty, the Supplier will perform all Services for the fixed Contract Price.
- (m) **"Software"** means the software and service that the Supplier will use to perform the Services, which is developed, owned, and hosted by the Supplier and that complies with the requirements of this Agreement.
- (n) **"Supplier's Proposal"** means the Supplier's proposal submitted in response to the RFP, a copy of which is attached to this Agreement as Schedule F;
- (o) **"System"** means a mobile parking payments system that satisfies the Requirements;
- (p) **"Term"** has the meaning given in section 6;
- (q) **"Transmitted Data"** means all data or information transmitted to and from the Supplier as a result of this Agreement, including through the Software, which data includes, without limitation, personal information.

1.2 The following schedules are incorporated into and form an integral part of this Agreement:

- (a) Schedule A - Scope of Work
- (b) Schedule B - Additional Security and Privacy Requirements
- (c) Schedule C - Certificates of Insurance
- (d) Schedule D - Contract Price
- (e) Schedule E - RFP [Note to Draft: Insert RFP Number]

(f) Schedule F - Supplier's Proposal

In the event of any conflict or inconsistency between any of the terms of this Agreement and any terms of a schedule, the terms of the body of the Agreement will govern and prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0 PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE, AND AUTHORIZED USES

- 2.1 The Supplier will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, and all other applicable privacy and personal information laws). The Supplier will at all times throughout the Term maintain a first class standard of care, skill, and diligence in performing its obligations under this Agreement.
- 2.2 The Supplier hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence to use the Software and any related documentation for the duration of the Term in accordance with the terms set out in this Agreement and for the purposes set out in this Agreement.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

- 3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by the Supplier or are owned by a third party who has agreed to host the Software pursuant to a contract between the Supplier and such third party. If the Software is hosted on third party-owned servers and equipment, the Supplier has full control over such Software pursuant to the contract between the Supplier and such third party. [Note to Draft: The City may access the Software, but has no right to receive a copy of the object code or source code to the Software.]
- 3.2 As part of the Services, the Supplier will do everything necessary to make the Software comply with the requirements of this Agreement and ensure that it is operational and permits the Supplier to perform the Services at all times throughout the Term.
- 3.3 The Supplier will regularly upgrade and update the Software. The Supplier will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and Service Level Commitments.
- 3.4 The Supplier solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0 DATA SECURITY AND PRIVACY

- 4.1 The Supplier must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose.
- 4.2 As between the City and the Supplier, the Transmitted Data is owned by the City, and the Supplier makes no claim to any right of ownership in it.
- 4.3 The Supplier shall comply with all of the confidentiality, security, and privacy requirements set out in this Agreement (including, without limitation, the requirements of this section 4.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Additional Security and Privacy Requirements)) with respect to the Transmitted Data. To the extent the Supplier possesses any Transmitted Data in any form, medium, or device during or after the Term, the foregoing obligations shall survive and continue to be in legal effect.

- 4.4 Once the Transmitted Data is transferred through the Software to the Supplier, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada and that are either owned and controlled by the Supplier or owned by a third party who has agreed to host the Software pursuant to a contract between the Supplier and such third party. If the Software is hosted on third party-owned servers and equipment, the Supplier acknowledges and agrees that it will throughout the Term have full control over such Software and all Transmitted Data pursuant to the contract between the Supplier and such third party.
- 4.5 **[Note to Draft: Revise or remove if necessary]** As of the Effective Date, the Software and Transmitted Data will be stored on the Supplier's primary server, which is situated at facilities operated by a third party company called **[Note to Draft: Insert]** (the "Host") and located at **[Note to Draft: Insert]**. Physical access to the Supplier's primary server is locked and restricted to only the Supplier's employees. All data that flows in and out of the Supplier's primary server through the Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, the Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on servers and other equipment situated at facilities operated by the Supplier located at **[Note to Draft: Insert location and address of where data is backed up]**. If the location of the Supplier's primary and back-up servers and other equipment changes during the Term, the Supplier shall immediately notify the City in writing. The Supplier will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent the Supplier is able through its contract with the Host, the Supplier will use commercially reasonable efforts to require the Host to ensure the safety, security, confidentiality, and continued availability of all data stored on the Supplier's primary server (including all Transmitted Data) located at the Host's facility.
- 4.6 Except with the prior written approval of or instructions from the City, the Supplier shall not modify, add, delete, destroy, share, match, mine, combine, manipulate, or otherwise tamper with the Transmitted Data in any way.
- 4.7 The Supplier shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce the Supplier's rights in a dispute over this Agreement.
- 4.8 If the Supplier is responsible for any loss or corruption of any Transmitted Data, the Supplier will immediately restore or recreate such Transmitted Data and, if it is in default of such obligation, the Supplier will be responsible for the City's reasonable costs and expenses to restore or recreate such lost or corrupt data.
- 4.9 The Supplier must ensure that the data centre and servers containing the Transmitted Data meets the following physical and electronic security requirements:
- (a) single point of entry;
 - (b) main access monitored with additional access for emergency purposes only;
 - (c) surveillance cameras in physical data centre facility/room;
 - (d) access validation with identity check;
 - (e) access only to persons on the Supplier's approved access list;
 - (f) log-in validation;
 - (g) creation of accounts only as verified by the Supplier;
 - (h) access to servers via encrypted means; and

- (i) servers running behind secure firewall.

4.10 The Supplier shall ensure that its employees are aware of their obligations regarding data security and privacy under this section 4.0, Schedule A, and Schedule B of this Agreement.

5.0 WARRANTIES

5.1 **Software Warranties:** The Supplier warrants that:

- (a) the Software, System, and Services will satisfy the requirements of this Agreement;
- (b) the Software and the System will be designed and built in accordance with good, generally accepted engineering and design practices and maintained in good working order in accordance with the Requirements;
- (c) the Supplier will ensure the Requirements are satisfied with the degree of care, skill, and diligence normally applied in the performance of services similar in nature and in accordance with sound current professional practices;
- (d) the Supplier owns or otherwise has the right to license the Software to the City and to perform all of the Supplier's other obligations under this Agreement.

5.2 **Corporate and Other Warranties:** The Supplier warrants that, as of the Effective Date, the Supplier:

- (a) has full right, power, and authority to enter into this Agreement and to perform its obligations under it;
- (b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform the Supplier's obligations under it;
- (c) is a duly organized and legally existing corporation in good standing and has not been dissolved under the laws of the Province of [Note to Draft: Insert jurisdiction] and is lawfully registered and licensed to do business in the Province of British Columbia;
- (d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
- (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit, understanding, or other obligation or restriction under the terms of which the execution, delivery, or performance of this Agreement will constitute or result in a violation or breach or default; and
- (f) all other representations and warranties made by the Supplier in this Agreement are true and accurate.

5.3 If the Software, System, or Services do not satisfy the requirements of this Agreement, the Supplier must immediately, at its option, either:

- (a) modify the Software, System, or Services to conform to the requirements of this Agreement; or
- (b) provide a workaround solution to the City's satisfaction that will meet the City's requirements.

If neither of these options is satisfactory to the City, the City may terminate this Agreement, in which case the Supplier shall refund to the City all amounts paid by the City and the City will have no further obligation or liability to the Supplier.

- 5.4 If the normal operation, possession, access, or use of the Software by the City is found to infringe any third party intellectual property right or the Supplier believes that this is likely, the Supplier must immediately, at its option, either:
- (a) obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or
 - (b) modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement, in which case the Supplier shall refund to the City all amounts paid by the City and the City will have no further obligation or liability to the Supplier.

6.0 TERM OF AGREEMENT

Subject to earlier termination in accordance with the terms of this Agreement, the term of this Agreement will commence on the Effective Date and expire on the [Note to Draft: Insert] anniversary of such date (the "Term"). Notwithstanding the foregoing, the City may, but is not required to, renew this Agreement on the same terms and conditions for two additional one year periods by giving the Supplier written notice of renewal prior to the expiry of this Agreement. If, upon the conclusion of the second additional one-year period, the Supplier and the City continue to deal with each other as though this Agreement has not expired, this Agreement will continue to be in force on a month-to-month basis terminable on 30 days' prior written notice by either party.

7.0 CONTRACT PRICE

- 7.1 In consideration for the Services and other obligations to be performed by the Supplier under this Agreement, the City will pay the Supplier the Contract Price set out in Schedule D.
- 7.2 The Supplier's obligations under this Agreement have been set out following consultations between the parties. If the Supplier's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Supplier now agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.
- 7.3 [Note to Draft: to be determined how customer payments will be made, to whom, etc.]
- 7.4 The City's obligations to pay the Contract Price are subject to the System being fully operational and functional at least 99.9% of the time as measured on a 24 hour 7 day a week basis over each calendar month of the Term, but not including downtime (as agreed upon between the City and the Supplier, acting reasonably, in advance of and limited to the time allocated for and agreed to for same) for the Supplier to install updates for making mutually agreed corrections.
- 7.5 [Note to Draft: insert provision regarding Service Level Commitments]
- 7.6 [Note to Draft: requirement for a Letter of Credit provision to be determined.]

8.0 TERMINATION

8.1 The City may terminate this Agreement (a) if the Supplier is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the City, and (b) immediately if the Supplier becomes insolvent, bankrupt, or is otherwise unable to carry on business.

8.2 The City may terminate this Agreement for convenience by providing the Supplier with 90 days' written notice pursuant to section 15.

9.0 THE SUPPLIER'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

9.1 **City's Request to Delete/Destroy Transmitted Data:** At the City's request, the Supplier will immediately, permanently, and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed, or used by the Supplier or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by the Supplier, the Supplier will delete and destroy the following:

- (a) all Transmitted Data in the Supplier's possession or under its control including, without limitation, Transmitted Data stored on any media or device;
- (b) all work files and derivative copies of the Transmitted Data; and
- (c) all hard copies and electronic copies of reports in the Supplier's possession or under its control.

Notwithstanding the foregoing, the City may ask the Supplier to not delete or destroy certain Transmitted Data and the Supplier shall comply with such request provided it does not conflict with the Supplier's obligations under Applicable Laws.

9.2 **Obligation to Provide City a Copy of Transmitted Data before Destruction:** Prior to the deletion and destruction of the Transmitted Data in accordance with section 9.1, the Supplier will provide the City with one or more copies of all of the Transmitted Data (in a format, medium, and/or device instructed by the City) in the Supplier's possession or under its control at such time.

9.3 **Declaration in Writing:** After complying with sections 9.1 and 9.2, the Supplier shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

9.4 **Continued Safe and Secure Storage:** Until the City makes the request in section 9.1 to delete and destroy the Transmitted Data, the Supplier will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

10.0 INSURANCE

10.1 **Required Insurance/Amounts.** Prior to commencing the Services, the Supplier will obtain:

- (a) a Professional (Error and Omissions) Liability insurance policy with limits of not less than \$2,000,000 per claim and an aggregate of not less than \$2,000,000, protecting the Supplier against all claims for loss or damage arising out of any error or omission of the Supplier or the Supplier's directors, officers, employees, and agents (the "Supplier's Personnel") in the performance of the Services; and
- (b) a Commercial General Liability insurance policy with limits of not less than \$5,000,000 per occurrence, aggregate of not less than \$5,000,000, and a deductible of not more

than \$5000, protecting the Supplier and the Supplier'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 Supplier or the actions of the Supplier or the Supplier's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and the City's officers, officials, employees, and agents (the "City Personnel") as additional insureds.

10.2 **Required Policy Terms.** All required insurance policies listed in section 10.1 will remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, 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 will not be cancelled without the insurer giving the City at least 30 days' prior written notice.

10.3 **Insurance Certificate.** Prior to or on the Effective Date, the Supplier will provide the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more Certificates of Insurance in form and substance satisfactory to the City. The Certificates 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 Certificates of Insurance (or copies of the policies 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.

10.4 **Additional Requirements.** The Supplier will provide, at its own cost, any additional insurance which is required by law to provide or which it considers necessary.

10.5 **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by the Supplier 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 Supplier from any other provisions of this Agreement with respect to liability of the Supplier or otherwise.

11.0 RELEASE AND INDEMNIFICATION

11.1 The Supplier now releases the City, the City Personnel and their respective successors, assigns, heirs, and authorized representatives 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 Supplier and the Supplier's Personnel in connection with the Supplier's performance of the Services under this Agreement.

11.2 The Supplier hereby agrees to indemnify and save harmless the City and the City Personnel and their respective successors, assigns, heirs, 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 the performance by the Supplier of this Agreement, a breach by the Supplier of this Agreement (including, but not limited to, a breach of any of the confidentiality, security, and privacy provisions of this Agreement), an

infringement claim against the City or errors, omissions, or negligent acts of the Supplier or its 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.

11.3 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.

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

12.0 CONFIDENTIALITY

12.1 The confidentiality obligations set out in this section 12.0 are in addition to the Supplier's obligation to comply with FOIPPA, PIPA, all other applicable privacy and personal information laws, and the other security and privacy obligations set out in this Agreement.

12.2 In the course of or for the purpose of performing the services contemplated in this Agreement, the Supplier will obtain or have access to information, including but not limited to the Transmitted Data, other personal information, and possibly financial and business information that is confidential to the City (collectively "**Confidential Information**"). Confidential Information includes all information, in whatever form, other than:

- (a) information that is in, or becomes part of, the public domain, not due to the Supplier's breach of this Agreement or the Supplier's actions;
- (b) information that was previously in the Supplier's possession and did not originate from the City; and
- (a) information that lawfully becomes available to the Supplier from a third party not under an obligation of confidence to the City regarding such information.

12.3 The Supplier will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Supplier 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. The Supplier will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

12.4 If the Supplier is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Supplier shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Supplier 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.

12.5 The Supplier acknowledges that a breach by the Supplier or any of its employees of their respective confidentiality obligations pursuant to this section 12.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. the Supplier agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this

section 12.0 in addition to all other remedies available to the City at law, in equity or otherwise. The Supplier shall pay all of the costs and legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by the Supplier of this section 12.0.

- 12.6 The Supplier 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:

- (c) expiration or earlier termination of this Agreement; and
- (d) written request of the City for return of the Confidential Information.

- 12.7 The Supplier shall ensure that its employees are aware of their obligations of confidentiality under this section 12.0.

- 12.8 This section shall survive the expiration or earlier termination of this Agreement

13.0 NO PROMOTION OF RELATIONSHIP

- 13.1 Except as set out in section 13.3, the Supplier 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 Supplier to perform its obligations under this Agreement).

- 13.2 Furthermore, the Supplier undertakes not to disclose or promote its relationship with the City in any Communications in a manner that could suggest or create an association, express or implied, between the Supplier and the City. Without limiting the generality of the foregoing, the Supplier 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.

- 13.3 The Supplier and the City will develop a joint press strategy acceptable to both parties to promote the System. The Supplier will pay for the design, manufacture, and installation of signage to promote the System pursuant to the Requirements. [Note to Draft: additional provisions may be required in body of Agreement or described in the Statement of Work].

14.0 UNAVOIDABLE DELAY

- 14.1 Except for the performance of obligations to pay money, the Supplier will be relieved from having to perform any obligation under this Agreement that 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 Supplier’s lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of the Supplier’s employees or permitted sub-contractor’s employees, or governmental action taken in the enforcement of law specifically against the Supplier or its permitted sub-contractors. If an Unavoidable Delay occurs, the Supplier will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

15.0 NOTICES

- 15.1 Any notice required or permitted to be given to the Supplier will be sufficiently given if delivered in writing by the City to the Supplier by e-mail or fax to the following:

[Note to Draft: Insert Supplier name and address]

Attention: [•]

E-Mail: [•]

Fax: [•]

- 15.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Supplier to the attention of the City by e-mail or fax to the following:

CITY OF VANCOUVER

453 West 12th Avenue
Vancouver, British Columbia

Attention: [Note to Draft: Insert

E-Mail: [Note to Draft: Insert

Fax: [Note to Draft: Insert

with a copy to:

City of Vancouver - Legal Services

453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: *Francie Connell and Duncan Finley*

E-Mail: francie.connell@vancouver.ca; duncan.finley@vancouver.ca

Fax: 604-873-7445

16.0 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

- 16.1 The Supplier acknowledges that a breach by the Supplier of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security, or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. The Supplier agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of any of the Supplier's obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. The Supplier shall pay all of the costs and legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by the Supplier of its obligations.

17.0 NO SUB-CONTRACTING OR ASSIGNMENT

- 17.1 The Supplier shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. For the purposes of this Agreement, an "assignment" includes a Transfer, as defined in section 17.2. If the City allows the Supplier to assign certain rights or obligations to another party, the Supplier shall be responsible for ensuring that such other party complies with all of the confidentiality, security, and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

- 17.2 For the purposes of this section 17, the following events constitute a Transfer:

- (a) an amalgamation of the Supplier with any other party; or
- (b) a change of control of the Supplier, which includes any transfer, voluntary or involuntary, director or indirect, that results in a change in the person or persons exercising effective control or management of the Supplier or the business required to be carried on by the Supplier. For clarity, change of control of the Supplier does not include a sole change of non-shareholder or non-director management staff or other employees.

18.0 TAXES

- 18.1 The Supplier will be responsible for and will collect and remit any and all GST or PST levied on the Contract Price the Supplier receives for the Services and the City will be responsible for and will collect and remit any and all GST or PST levied on the payments the City receives for the transactions by which a member of the public uses the System to pay for parking fees. Subject to the foregoing, the Supplier will pay all GST or PST and any other sales or excise taxes in force during the Term, as modified by any repeal, enactment, increase, or decrease in such taxes. The Supplier's invoices to the City will show the appropriate amounts for GST and PST, as applicable.

19.0 MISCELLANEOUS

- 19.1 **Time of the Essence.** Time shall be of the essence in this Agreement.
- 19.2 **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.
- 19.3 **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.
- 19.4 **Workers' Compensation.** Prior to commencing any Services, the Supplier must provide evidence that it is in good standing with the Workers' Compensation Board of British Columbia ("WCB"). The Supplier is responsible for having all sites where it is performing the Services secured in accordance with WCB safety regulations and ensuring that no danger befalls the public at any time during the performance of the Services. The Supplier will advise the City of any accidents or incidents at the workplace that must be reported to the WCB and inform all persons working under this Agreement of all health and safety requirements.
- 19.5 **Prime Contractor.** The Supplier is now appointed and accepts appointment as the "prime contractor", as defined in the *Workers Compensation Act* (British Columbia), for the purposes of this Agreement and, as such, accepts responsibility for:
- (a) ensuring the Services are performed in a safe manner that complies with all regulatory requirements;
 - (b) directing and coordinating the work activities related to health and safety of all the sub-contractors engaged by the Supplier and any other workers involved in the performance of the Services; and

- (c) where performing the Services on the City's premises or on public premises, obtaining from the City written information on hazards and conditions and the methods necessary to address those hazards and conditions, before ultimately circulating this information to the necessary parties.
- 19.6 **Audit Rights.** The City may examine, audit, and take away copies of the books, records, documents, and other data of the Supplier that relate to the Transmitted Data, Services, the Software, or the System at any time during the Term. For greater certainty, the parties acknowledge and agree that the City may examine, without limitation, books, records, bank account records, credit card records, documents, and other data for the purpose of verifying the accuracy and completeness of parking meter revenue payments and transaction fees received from customers.
- 19.7 **Right to Remedy.** Should the Supplier not perform the Services properly or fail to perform any provision of this Agreement, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and deduct the cost thereof from the amounts otherwise due to the Supplier.
- 19.8 **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.
- 19.9 **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.
- 19.10 **Entire Agreement.** This Agreement and the schedules 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. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 19.11 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Supplier.
- 19.12 **Sale of Goods.** All provisions of the *International Sale of Goods Act* are specifically excluded from application to this Agreement.
- 19.13 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable by the Supplier 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 Supplier, whether such claim is at law or in equity or tort or on any other basis.
- 19.14 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Supplier and their respective successors and permitted assigns.
- 19.15 **Independent Contractor.** This Agreement is a contract for services and the Supplier, its officers, directors, shareholders, partners, personnel, affiliates and agents of the Supplier are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. The Supplier will not represent to anyone that the Supplier has any authority to bind the City in any way or that the Supplier is an agent of the City.

- 19.16 **Governing Law and Resolution of Disputes.** This Agreement will be governed by the laws of the Province of British Columbia and, unless the City and the Supplier agree to mediation or arbitration, the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and, unless the parties agree otherwise, the parties now agree to submit all disputes to the courts of British Columbia for resolution.
- 19.17 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same document.

SCHEDULE A

SCOPE OF WORK

[Note to Draft: This SOW will be developed based on requirements set out in the RFP and responses provided by the Supplier in its Proposal]

SCHEDULE B

ADDITIONAL SECURITY AND PRIVACY REQUIREMENTS

The Supplier shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information acquired or accessed by the Supplier in connection with the Agreement.

1.0 GENERAL

1.1 **Acknowledgment:** The Supplier acknowledges that under this Agreement, it will acquire or have access to “personal information” as such term is defined in FOIPPA. The Supplier further acknowledges that both the City and the Supplier have obligations under FOIPPA to protect such information and that any unauthorized disclosure or use of such information could result in irreparable and significant harm to the City.

1.2 Privacy Legislation and Obligations

- (a) The City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including the Supplier) to protect all personal information acquired from the City or obtained independently in the course of providing services to the City. The Supplier confirms and acknowledges its obligations to comply with the provisions of FOIPPA. The Supplier further confirms and acknowledges its obligations to comply with all other applicable laws relating to privacy and personal information including PIPA in relation to any personal information (as defined in such Act) to which the Supplier has access under this Agreement.
- (b) The Supplier has implemented appropriate or will implement appropriate policies and security measures to comply with all applicable laws relating to privacy and personal information including FOIPPA and PIPA, as well as to comply with the terms of this Agreement.
- (c) The Supplier agrees that all personal information to which the Supplier has access under this Agreement is “under the control” of the City for the purposes of FOIPPA. The City is only transferring physical custody of the personal information to the Supplier, not control of that information, and the authority over the use, disclosure, access, destruction and integrity of the personal information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over the personal information by notice in writing to the Supplier and the Supplier shall comply with the instructions in the City’s notice.
- (d) If an access to information request is made to the Supplier under applicable laws relating to privacy and personal information, the Supplier shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City’s request, provided the Supplier is not prohibited by applicable laws from doing so, direct such information request to the City for the City to handle. In the case of (ii), the Supplier shall, at the City’s expense, deliver to the City copies of all relevant records within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (e) In the case of an access to information request made to the City, the Supplier, at the City’s expense, shall deliver to the City copies of all relevant records within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (f) All personal information and City information shall be treated as confidential and is supplied to the Supplier only for the purpose of fulfilling the obligations under this

Agreement. This obligation shall survive the expiry or termination of this Agreement. No personal information and City information shall be disclosed unless the Supplier is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.

- (g) The Supplier shall not sub-contract any obligations to be performed by the Supplier under the Agreement to any other party other than as permitted under the Agreement. If the City allows the Supplier to engage a sub-contractor, the Supplier shall ensure that any sub-contractor complies with all provisions of this document.
- (h) Once the Supplier possesses or has access to personal information and City information, such information will be stored and backed-up on servers and other equipment that are owned or controlled by the Supplier and that are physically located in Canada. Physical access to the Supplier's servers are locked and restricted to only the Supplier employees and authorized agents. If the location of the Supplier's primary or back-up servers change, the Supplier will promptly notify the City in writing of the address of the new location. The Supplier will not store any personal information or City information on any other server or equipment without the prior written approval of the City.
- (i) Except with the prior written approval of or instructions from the City, the Supplier shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the personal information or City information in any way.
- (j) The Supplier shall not withhold any personal information or City information to enforce payment by the City or to enforce the Supplier's rights in a dispute over this Agreement.
- (k) As between the City and the Supplier, the personal information and City information is owned by the City, and the Supplier makes no claim to any right of ownership in it.

1.3 **Authorized Purposes:** The Supplier may only use the personal information and City information to which the Supplier has access under this Agreement to carry out the Supplier's obligations under this Agreement and for no other purpose ("**Authorized Purposes**").

1.4 **Restricted Access**

- (a) The Supplier will permit access to personal information and City information only to those employees who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). The Supplier will at all times maintain a current list of Authorized Employees. The Supplier will, upon City's request, provide the City with the list of Authorized Employees.
- (b) The Supplier will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, and to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. As of the Effective Date, the Supplier hereby designates [Note to Draft: insert name] (the Supplier's Privacy Officer - located at the Supplier's office at the address given for the Supplier on Page 1 of the Agreement as the Compliance Representative. The Supplier will promptly advise the City of any change to the Compliance Representative.

1.5 **Security:** The Supplier will have appropriate physical, organizational, and technological security measures (consistent with best practices in the software industry) in place to ensure that all

personal information and City information is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

- (a) restricted access to records containing paper copies of personal information and City information;
- (b) restricted access to personal information and City information stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
- (c) systems containing personal information and City information will be capable of providing an audit trail and user access logs, which logs will be retained by the Supplier during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and City information.
- (d) The Supplier must ensure that the data centre and servers containing the personal information and City information meets the following physical and electronic security requirements:
 - (i) single point of entry;
 - (ii) access only to persons on the Supplier approved access list;
 - (iii) log-in validation;
 - (iv) creation of accounts only as verified by the Supplier;
 - (v) external or WIFI access to servers via encrypted means; and
 - (vi) servers running behind secure firewall.

1.6 No Storage, Access or Transmission outside Canada; Limited Exception:

- (a) Subject to the exception set out in subsection 1.6(b) below, the Supplier will not (i) store personal information and City information outside Canada, (ii) have personal information and City information accessible from outside Canada, (iii) transmit personal information and City information outside Canada, or (iv) otherwise permit any personal information and City information to leave Canada.
- (b) Notwithstanding the above, the Supplier is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:
 - (i) such disclosure is necessary for the Supplier to provide the support services as contemplated under the Agreement;
 - (ii) such disclosure is limited to temporary access and storage by the Supplier or its authorized contractor outside of Canada for the minimum time necessary for the purpose set out in (i);
 - (iii) once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by the Supplier or its authorized contractor is irrevocably and permanently destroyed and deleted and, if requested by City, the Supplier

has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

- (iv) all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by the Supplier;
- (v) the Supplier complies with all applicable laws outside Canada regarding the Supplier's disclosure and handling of such information; and
- (vi) upon request by the City, acting reasonably, the Supplier cooperates in good faith in facilitating the audit or verification of the Supplier's compliance with the foregoing by the City.

1.7 Information Retention and Destruction:

- (a) **The Supplier's Retention and Destruction:** The Supplier is only permitted to retain personal information and City information or any records of personal information and City information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, the Supplier shall hold such personal information and City information in compliance with the security, privacy and confidentiality requirements of this Agreement. Upon the expiry of one year after the end of the term, the Supplier will permanently and securely destroy the personal information and City information and all records thereof in a manner that is appropriate for the media so that the personal information and City information or any portion of it cannot be subsequently retrieved, accessed or used by the Supplier or any other person. After the personal information and City information is destroyed, the Supplier shall deliver a notice in writing (in form and substance satisfactory to the City) to the City confirming such destruction.

1.8 Inspection and Compliance

- (a) During this Agreement and during the period of time that the Supplier is permitted by this document to retain personal information and City information, the City's authorized representative may, on reasonable notice and during regular business hours, enter the Supplier's premises and/or will be given access to the Supplier's computer systems to inspect any personal information and City information in the possession of the Supplier or any of the Supplier's information management policies or practices relevant to its compliance with this Agreement.
- (b) The City may request the Supplier to provide a written certificate confirming the Supplier's compliance with all obligations under this document, and if so requested, the Supplier will within ten (10) business days either:
 - (i) provide such certificate; or
 - (ii) provide a notice of non-compliance in accordance with section 1.9.
- (c) The Supplier will promptly forward to the City any records that the City may request in order to review whether the Supplier is complying with this Agreement.
- (d) If requested by the City, acting reasonably, the Supplier will appoint an independent, external auditor at the City's expense to review the Supplier's information and

security practices under this Agreement. the Supplier will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.

- (e) The Supplier will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commission (British Columbia) in connection with the personal information and City information.

1.9 **Written Notice of Non-Compliance.** The Supplier will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps the Supplier proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

1.10 **Survival:** The obligations in this document shall survive the expiration or earlier termination of this Agreement.

2.0 ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION

2.1 The Supplier shall, in respect of storage of, and access to, personal information and City information:

- (a) take a physical inventory, at least annually, of all records containing personal information and City information, to identify any losses;
- (b) ensure that records are not removed from storage premises without appropriate written authorization;
- (c) use physically secure areas for the storage of records and restrict access to authorized personnel;
- (d) ensure that access to documentation about computer systems that contain personal information and City information is restricted to authorized personnel;
- (e) ensure that users of a system or network that processes personal information and City information are uniquely identified and that, before a user is given access to the system or personal information and City information, their identification is authenticated each time;
- (f) implement procedures for identification and authentication, which include:
 - (i) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;
 - (ii) ensuring that authentication codes or passwords:
 - (1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;
 - (2) are known only to the authorized user of the account;
 - (3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
 - (4) are no fewer than 6 characters in length;
 - (5) are one-way encrypted;

- (6) are excluded from unprotected automatic log-on processes; and
 - (7) are changed at irregular and frequent intervals at least semi-annually;
 - (g) maintain and implement formal procedures for terminated employees who have access to personal information and City information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;
 - (h) take reasonable security measures in respect of personal information and City information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;
 - (i) implement automated or manual controls to prevent unauthorized copying, transmission or printing of personal information and City information; and
 - (j) implement control procedures to ensure the integrity of the personal information and City information being stored, notably its accuracy and completeness.
- 2.2 The Supplier must store personal information and City information on agreed-upon media in accordance with prescribed techniques that store the personal information and City information in a form that only authorized persons may access. These techniques may include translating the personal information and City information into code (encryption) or shrinking or tightly packaging the personal information and City information into unreadable form (compression).
- 2.3 The Supplier shall store backup copies of personal information and City information off-site under conditions which are the same as or better than originals.
- 2.4 The Supplier shall securely segregate personal information and City information from information owned by others (including the Supplier), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:
- (a) separate storage facilities for personal information and City information;
 - (b) authorization before a person is granted access to computers containing such personal information and City information; and
 - (c) entry passwords and the employment of public key encryption/smart card technology where practicable.
- 2.5 The Supplier shall ensure the integrity of personal information and City information stored, processed or transmitted through its system or network.
- 2.6 The Supplier shall co-operate with, and assist in, any City investigation of a complaint that personal information and City information has been used or disclosed contrary to the terms of this Agreement, FOIPPA or any other applicable privacy or personal information laws.
- 2.7 As per section 1.8 of this Schedule B, the City shall be able to access the Supplier's premises and other places where the Supplier's servers and other equipment are located to recover any or all City records and personal information and City information and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C
INSURANCE CERTIFICATES

SCHEDULE D

CONTRACT PRICE

[Note to Draft: Insert]

SCHEDULE E

RFP

SCHEDULE F
SUPPLIER'S PROPOSAL