



**Contract 4688P**

**Parking Meter Replacement Program**

**1. Introduction**

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a qualified supplier to work with its Community Bylaws Division (“Bylaws”) to implement a total parking meter solution that will replace the City’s current parking meters over a phased replacement cycle.
- 1.2 The objective of this Request for Proposal (“RFP”) is to provide the City with qualified Proponents capable of carrying out the work herein defined. The subsequent Proponent Submissions will form the basis for evaluation, potential interview and selection.

**2. Definitions**

- 2.1 Throughout this Request for Proposal the following definitions apply:
  - a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
  - b) “City” means the municipal corporation, generally known as the City of Richmond, British Columbia;
  - c) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this Request For Proposal;
  - d) “Contractor” means the Successful Proponent – a company, individual, partnership, corporation or combination thereof, including joint venturers – to this Request for Proposal who is awarded and enters into a written Contract with the City to perform and to oversee the Work;
  - e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

- f) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced by the purchase order issued to the Contractor by the City;
- g) “Equipment” or “Unit” means the parking meters and related equipment and furnishings as required and outlined in the Requirements of this Request for Proposal that the Successful Proponent will be required to furnish under a subsequent Contract;
- h) “F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;
- i) “H.S.T.” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- j) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- k) “Project” means the scope of Work and Requirements described in this Request For Proposal;
- l) “Proponent” means a company, individual, partnership, corporation or combination thereof, including joint venturers, that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- m) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- n) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and that the Successful Proponent must provide;
- o) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- p) “Services” means the same as “Work”;

- q) “Successful Proponent” means the same as “Contractor” and
- r) “Units” or “Unit” means parking meter or parking meters.
- s) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

### 3. Proposal Submission Details

- 3.1 One (1) hard copy, plus one electronic copy (on a CD ROM or memory stick) of Proposals marked “**Contract 4688P - Request for Proposal for a Parking Meter Replacement Program**” and addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 3:00 pm, local time on Tuesday, December 4th, 2012. Submissions received after this time will be returned to the sender unopened.
- 3.2 The Proposal should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.3 Prices quoted shall be in Canadian currency and include all freight, customs, duty and other extraordinary fees, but be exclusive of H.S.T.
- 3.4 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.5 Proposals may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 3.6 No Proposal shall be altered, amended, or withdrawn after the Closing Time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.
- 3.7 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 3.8 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City’s acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out

of any contract award not made in accordance with the express or implied terms of the Proposal documents.

#### **4. Enquiries and Addenda**

- 4.1 Clarification of terms and conditions of the Request for Proposal document and RFP process and all other inquiries shall be directed to:

Julia Turick  
Buyer II  
Purchasing Section  
City of Richmond

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

- 4.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of the potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:
- a) City: <http://www.richmond.ca/busdev/tenders.htm>
  - b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 4.4 The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on Friday, November, 23rd, 2012. The decision to issue or not issue an addendum is entirely at the sole discretion of the City. The City reserves the right not to respond to inquiries received after this deadline.
- 4.5 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

#### **5. Project Background**

- 5.1 The Community Bylaws Division oversees City-owned pay-parking operations that consist of approximately four hundred (400) on-street stalls located predominantly in the City's downtown core and one hundred and seventy-five (175) off-street stalls spread over three (3) paved surface locations.
- 5.2 The City's existing inventory consists of forty-five (45) Schlumberger DG-line pay & display meters, originally purchased in 2003. These meters accept

Canadian coin and City-issued tokens, with eight (8) units equipped to batch-process credit cards.

- 5.3 Parking rates are relatively consistent throughout the City at \$2.50 per hour, with a maximum on-street stay of two (2) hours and extended stays up to eight (8) or more hours permitted off-street.

## 6. Project Objectives

- 6.1 The Community Bylaws Division intends to purchase parking meters (“Units”) for the purpose of replacing the City’s aging inventory. The budget for acquisition is expected to be spread over two (2) calendar years beginning in 2012.

- 6.2 In order to ensure that the City retains flexibility over acquisition and deployment, priced Proposals are being requested for three (3) potential purchase volumes as per Appendix 400 – System Quotation:

- 10 to 20 parking meters;
- 21 to 40 parking meters; or
- 41 to 60 parking meters

- 6.3 The new Units shall meet select criteria including solar-powered, wireless and multi-payment capabilities. The City expects significant improvement in parking operations to include, but not be limited to:

1. Customer Service – ADA/accessible parking compliance, greater ease of use, flexible payment methods, increased reliability, quicker service response, better street aesthetics & way-finding;
2. Revenue – superior vault protection, high degree of data integrity, increased user compliance, reduced down-time & maintenance costs, advertising opportunities;
3. Management – intuitive back-office interface, full networking capability, flexible rate programming, comprehensive financial & statistical reporting
4. Technology – a company centred on embracing new technology and an organization that continually enhances applications to meet the evolving requirements of their clients.

- 6.4 In addition, the Proponent is expected to provide a “turn-key” solution that encompasses new equipment with an open-interface for third-party applications, installation, flexible configuration, staff training, ongoing system development and comprehensive support.

- 6.5 Community Bylaws is interested in updating its Units in partnership with a qualified supplier who has the knowledge, local technical resources, experience,

reputation and capacity to implement a total parking management solution, which includes the removal and disposition of the current Units; the supply and installation of new replacement Units and supporting software, comprehensive training for affected staff and the provision of on-going support and maintenance for the types of Units described in these requirements:

- 6.6 The City will review and assess information received from Proponents in response to Section 12 of this RFP and the Requirements described in this RFP. The City will identify a Lead Proponent that is qualified and who provides best value in meeting the Requirements of this RFP, and with whom a Contract may be considered.

## **7. Requirements and Scope of Work**

### **HARDWARE REQUIREMENTS**

- 7.1 All equipment criteria is outlined in Appendix 300 – System Requirements with minimum requirements indicated.
- 7.2 All proposed equipment and systems shall be of field-proven, production-level products and not in any developmental stage. The Proponent should clearly demonstrate that their equipment can operate continuously and remain aesthetically resilient in a virtually sea-level, coastal environment. This includes, but is not limited to prolonged exposure to damp salt-air, driving rain, moderate winds and direct sunlight. The Equipment shall be fabricated in a manner that deters vandalism and theft and be of modular design to facilitate quick and easy component replacement. All user interfaces shall be familiar, intuitive and require minimal human interaction (i.e. fewest possible instructions, transaction steps, button-presses, etc.).

### **OPERATING REQUIREMENTS**

- 7.3 All operating criteria is outlined in Appendix 300 – System Requirements with minimum requirements indicated.
- 7.4 Units should be capable of operating continuously, 24 hours per day, seven (7) days per week, and 12 months per year without down-time except for routine maintenance or consumable replenishment. The Proponent should clearly demonstrate that their equipment can consistently and reliably communicate with a Central Management System (CMS), without producing errors or loss of data (i.e. 98%+ accuracy).

### **SOFTWARE REQUIREMENTS**

- 7.5 All application criteria are outlined in Appendix 300 – System Requirements with minimum requirements indicated.

- 7.6 The solution software shall consist of an open database Central Management System (CMS) capable of tracking and processing transactions, monitoring the functional status of equipment, collecting, storing, collating and reporting on financial, statistical and service related information. The CMS must reside in a secure facility within Canada, such as a data warehouse and all credit card processing applications must adhere to “Payment Card Industry” standards (i.e. PCI certification).

### **SERVICE REQUIRMENTS**

- 7.7 All service criteria are outlined in Appendix 300 – System Requirements with minimum requirements indicated.
- 7.8 All hardware and software shall be protected by a comprehensive one (1) year warranty that covers the cost of incidentals, parts and labour. Following the initial year of operation, a minimum five (5) year extended maintenance agreement must be offered that provides coverage equivalent to warranty. In addition, an inventory of new components, as per Appendix 500 – Parts Inventory shall be kept readily available at a local facility in Metro Vancouver and at a guaranteed price for the term of the maintenance agreement. The Proponent shall also demonstrate a capacity to provide numerous service options, including phone, email and on-site support and such support must be undertaken by qualified personnel, within an established time period. Training is a further provision of this contract and includes both initial and follow-up sessions.
- 7.9 In addition to the design, manufacture and delivery of the Units to the City, the Successful Proponent will be required:
- a) to provide a “turn-key” pay-parking management solution, which includes all hardware, software, network and wireless infrastructure, “cloud” services, system configuration, implementation, installation, training and post-install maintenance and support;
  - b) to provide cost-saving strategies for the replacement of current and future phases of the Units;
  - c) to provide flexibility of payment terms and available payment options;
  - d) to provide on-site warranty service for parts and labour at no cost to the City for one (1) year after purchase;
  - e) to provide replacement parts availability within Metro Vancouver for the delivered Units with minimum downtime to the City’s pay-parking program;
  - f) to provide warranty repairs and any service related issues with minimum downtime to the City’s pay-parking program; and

- g) to ensure post-delivery service is available, accessible and reasonable to Community Bylaws.

7.10 Installation of the Units shall only proceed with the express written approval of Community Bylaws.

## **8. Deliverables**

8.1 In addition to the supply and installation of the Units and related components to the satisfaction of Community Bylaws, the Successful Proponent will also be required to furnish all manuals, keys, supplies and any required training to Bylaws.

8.2 Acceptance Period - The Successful Proponent must successfully complete acceptance testing within ninety (90) days immediately following award of the Contract and equipment installation. The City will accept the product only when the Successful Proponent successfully proves that it functions in accordance with Contract requirements. Acceptance testing will be based on Units being fully and consistently operational for a period of not less than thirty (30) consecutive days. If requirements are not met or the product repeatedly malfunctions or problems are not effectively resolved within the 90 day test period, the City reserves the right to return the product at no cost.

## **9. City Provided Items**

9.1 The City will provide the following items to the Successful Proponent:

- a) Staff resources, mainly from Community Bylaws and Information Technology Divisions, to work with the Successful Proponent; and
- b) Access under strict control of the Information Technology Division to the City's networking facilities.

9.2 Any travel or per diem required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.

## **10. Project Schedule**

10.1 The following are targeted completion dates for deliverables, based on an award for the week of December 10th, 2012 (note; contract finalization will be concurrent with steps a) & b):

- a) Design & Preparation – December 21, 2012
- b) Order & Delivery – January 4, 2013
- c) Configuration & Installation – January 25, 2013



- d) Testing & Training – February 1, 2013
- e) Acceptance Period – May 3, 2013

The City reserves the right to amend these target dates under any circumstances and as required by the Project.

- 10.2 A project schedule should be submitted with the Proposal detailing how the Proponent intends to reach the targeted milestones and deadlines.

## 11. Submission Format

- 11.1 All Proponents should provide the following information with their Submissions and in the order that follows:

### **SECTION A: Cover Letter**

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the goods and services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.

### **SECTION B: Table of Contents**

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

### **SECTION C: Experience, Reputation, Capacity and Resources**

- a) Provide sufficient information that demonstrates the Proponent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFP, qualifications and competencies, track record, references of current and former customers for types of Units described in this RFP.
- b) Provide sufficient information about your company that includes, but is not limited to the following:

#### Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers.
- ii. Any other name(s) Proponent is, or has, been doing business under.

- iii. Location of head office and support facilities;
- iv. Number of employees;
- v. A corporate profile of the Proponent's firm outlining its history, philosophy and target market;
- vi. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Proponent's experience with providing design and manufacture services for Unit types specified in this RFP;
- vii. A short narrative (no more than two pages) that illustrates an understanding of the City's Requirements, objectives/outcomes and vision and how these will be achieved by the Proponent;
- viii. Detailed information of the Proponent's (and its sub-contractors/manufacture's) years of relevant experience in the design and manufacture of types of Units described in this RFP;
- ix. An organization chart of the Proponent's organizational structure and the Proponent's reporting structure and relationship with its manufactures and sub-contractors.

Part 2: Should include the following information:

- i. Team Composition: Provide a complete listing of all key personnel who will be assigned to this project. This will include a list of all manufacturer(s) and sub-contractors that would be involved in the design, manufacture, testing, supply and delivery of a completely outfitted Unit and related software, including a percentage of the total Work performed. Include their relevant experience and qualifications for designing and manufacturing the Units, including their roles and responsibilities, leadership, etc., in addition to their availability for this Project;
- ii. Provide a current audited financial statement of the manufacturer;
- iii. Provide ISO standards and design standards of the manufacturer and sub-contractors;
- iv. Provide information on the facility that will manufacture/assemble the Unit (including certifications and any other applicable information).

Part 3: Should include pricing, payment options and cost saving strategies, including:

- i. A completed Appendix 400 – System Quotation.

- ii. State a price for the design, manufacture and delivery of each unit to Community Bylaws.
- iii. Provision of a priced methodology complete with a time allotment for each identified task proposed to employ to carry out the Work. This should form the basis for payments to the Successful Proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates should be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed;
- iv. Confirm that all invoices are in Canadian Funds;
- v. Provide all payment terms and options available and any cost saving strategies that will benefit the City. Note: The City's standard payment term is net30.

#### Part 4: Additional Information

- i. In this section, Proponents may provide any additional comments about their experience; work capacity and resources which they feel would be informative and beneficial to Community Bylaws.
- ii. Additionally, Proponents should recommend innovations or value-added services that extend beyond the City's prescribed criteria. Such solutions may include but not be limited to; online and/or unit level applications for permit management, parking validation, coupon production, cellular payment, near-field communication (NFC), citation issuance and payment, meter mapping, GPS tracking, occupancy sensing, license plate recognition, screen and ticket advertising, etc.

#### Part 5: References

- i. The Proponents should provide a list of former and current references for all customers for whom the Proponent has supplied, installed and supported the types of Units required in this RFP, including all support services similar in nature to those requested within this RFP for the past five (5) years (list all). Proponents should include a brief ½ page summary of the services provided and date of services. Include the organization name and address, telephone, and email address of primary contact. The City may contact the references to confirm statements made in response to this RFP.

### **SECTION D: TECHNICAL INFORMATION**

### Part 1: Methodology, Work Plan and Schedule

- i. Proponents should include a detailed description of their proposed parking meter solutions that meet the technical requirements outlined in Section 7 - Requirements and Scope of Work - of this RFP.
- ii. Proponents should provide a detailed Project methodology in the process for the Units from the initial design stage to delivery of the Units to Community Bylaws; this should also explain each project task including what will be expected of the Proponent, Community Bylaws Division and the City with respect to each task;
- iii. Proponents should provide a detailed schedule of all phases of the process, including design and manufacturing, activities, project tasks, meetings, key deliverables, milestone dates (interim and final), interim reports and progress reports required to complete the design, manufacture, testing and delivery of a complete outfitted Unit and related software. Proponents may provide a Gantt chart.

### Part 2: Applicable Standards

Proponents should reference all applicable:

- i. safety standards(s) with which their designs are compliant (i.e. WorkSafe BC)
- ii. welding standards;
- iii. ISO compliance standards;
- iv. ULC/CSA listed certifications; and
- v. any additional and applicable standards not previously mentioned.

### Part 3: Progress Report and Factory Inspection

- i. Provide methodology for status updates on progression during the Unit and software installation, once started.
- ii. Provide information on the methodology for the inspections. Include the number of recommended inspections as well as the nature and timing of inspections.
- iii. State availability, location and notification required to arrange for a demonstration and testing of similar equipment proposed.

### Part 4: Additional Information

- i. In this section Proponents are to provide any additional comments about their approach to the successful design, manufacture, delivery and installation of a completely outfitted Unit and related software, which may be informative and beneficial to the City.

## **SECTION E: SUPPORT SERVICES**

### Part 1: Training

- i. State the various types of training that the Proponent provides with trained technicians (i.e. operating the equipment and software, maintenance, etc.).
- ii. Provide a brief portfolio and experience of the technicians assigned to perform the training.

### Part 2: Warranty and Replacements Parts

Proponents should provide sufficient information on their ability to:

- i. Provide on-site warranty repairs, including your ability to provide support services to ensure minimum downtime of the required Units and components. The City requires on-site warranty repairs within the prescribed period of time at no cost to the City.
- ii. State order methodology and the process for placing an order; the availability of replacement parts within Metro Vancouver, and the number of days from placing the order to delivery to Community Bylaws.
- iii. State how the Proponent's stock of critical items is managed and maintained.
- iv. State the nearest location of the replacement parts inventory depot and the dollar value of inventory for the required Units.
- v. Location of nearest affiliate service facilities to the Community Bylaws office (mailing and delivery address of 6911 No 3 Road in Richmond, British Columbia).
- vi. State the methodology for handling warranty, post-warranty, replacement parts and ongoing support to ensure minimum downtime to Community Bylaws.

## **SECTION F: SUSTAINABILITY CONSIDERATIONS & VALUE ADDED**

### Part 1: Sustainable Performance Requirements

- i. Proponents to provide any documentation and/or information regarding their Sustainability policies and initiatives and how they can be applied to this RFP specifically.
- ii. The Proponent should demonstrate its attributes that integrate sustainability considerations to reduce impacts on society and the environment and that which generates positive and social environment outcomes.

#### Part 2: Value Added

- i. The City expects that its business partners look to continually improve levels of service and design provisioning. The City will therefore work with its partners to drive efficiencies and effectiveness until their business is done.
- ii. Within its response, the Proponent has the opportunity to offer or describe any value added services it is prepared to supply as part of a Contract (i.e. salvage and environmentally responsible disposal of existing Units and/or their components). Unless otherwise stated, it is understood that there are no extra costs for these services; however, if there are any additional costs, a summary and explanation of those costs should be included in this section.
- iii. Proponents should describe any value added services and/or options that it provides or is willing to provide to the City that are not specifically covered in this RFP and that would assist the City in meeting its objectives. Examples may include technical expertise, specialized knowledge, etc.

#### **SECTION G: WORKSAFE BC, INSURANCE, BUSINESS LICENSE**

In this section, Proponents should provide for the Proponent and all sub-contractors:

- i. Written confirmation of WorkSafe BC coverage and premium payment. Proponents or sub-contractors not already having the WorkSafe BC appropriate coverage will be required to obtain the appropriate coverage prior to Contract award;
- ii. Confirmation of Required Insurance (See section 11.0 of [http://www.richmond.ca/\\_shared/assets/General\\_Conditions\\_of\\_the\\_Supply\\_and\\_Delivery\\_of\\_Goods\\_to\\_the\\_City\\_of\\_Richmond28607.pdf](http://www.richmond.ca/_shared/assets/General_Conditions_of_the_Supply_and_Delivery_of_Goods_to_the_City_of_Richmond28607.pdf)):

- iii. The Successful Proponent and sub-contractors will be required to carry the appropriate insurance coverage amounts in favour of the City prior to Contract award; and
- iv. Proof of ISO Compliance standards to manufacture the Units and supply the related software described in this RFP;

**SECTION H: APPENDIX CHECKLIST**

- i. Proponents should complete and submit all appendices. Absence of an appendix and/or incomplete submissions may result in a lower score or potential rejection.
- ii. The following checklist is to aid in ensuring all forms are completed:
  - Appendix 100 – Minimum Programming Requirements and System Parameters
  - Appendix 200 - System Functions
  - Appendix 300 - System Requirements
  - Appendix 400 - System Quotation
  - Appendix 500 – Parts Inventory

**12. Evaluation of Proposals**

- 12.1 The City will review the Proposals submitted to determine whether, in the City’s sole discretion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 12.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent’s clients regarding any financial and experience issues.
- 12.3 Proposals will be evaluated on the overall best value to City based on quality, service, price and any other criteria as set out herein including, but not limited to:
  - a) Understanding of project objectives, outcomes and vision;
  - b) Project Methodology, technical information and support services;
  - c) Capacity – company reputation and resources; experience and qualifications of those staff to be assigned to the Project, including sub-

Contractors. In addition, the City will place consideration on the Proponent's:

- i. Business and areas of expertise in the supply, installation and maintenance of the required Units;
- ii. Ability to demonstrate the required skills and experience to supply, install and maintain the required Units;
- iii. Ability to supply and install the Units within the schedule;
- iv. Ability to provide value-added services and reporting capabilities;
- v. Ability to provide on-site warranty service;
- vi. Ability to provide ongoing support for the Contract term and the lifecycle of the Units; and
- vii. Ability to communicate and work effectively with Community Bylaws and the City.

d) Project Deliverables/Schedule;

e) Sustainability considerations;

f) Value for money; and

g) References.

12.4 Proponents may be scheduled for an interview at the discretion of the City.

12.5 Prior to Contract award, the Proponent may be required to demonstrate financial stability. Should the City so request, the Proponent will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

12.6 Preference may be given to Proposals offering innovative concepts and environmentally beneficial products or services.

12.7 All sub-Contractors of the Proponent will be subject to the same evaluation process. It is the responsibility of the Proponent to guarantee that all its sub-Contractors will comply with all the Requirements and terms and conditions set out herein.

12.8 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.



**13. RFP Process**

- 13.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
  - b) accept a Proposal which is not the lowest cost Proposal;
  - c) accept all or any part of a Proposal;
  - d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
  - e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
  - f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
  - g) cancel the RFP process at any time and reject all submissions;
  - h) not accept any Proposal in response to this RFP;
  - i) reject a Proposal even if it is the only Proposal received by the City;
  - j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
  - k) reject or accept any or all Proposals at any time prior to execution of a Contract;
  - l) reject Proposals which are incomplete, conditional or obscure or contain erasures or alterations of any kind, or
  - m) split the Requirements between one or more Proponents.
- 13.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a proposal by any Proponent in response to an RFP does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

- 13.3 It is expressly understood by the parties that the quantities as indicated in this RFP are not binding until such time approval of contract award is confirmed by the City.

**14. Negotiations**

- 14.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations may include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
  - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
  - c) specific contract details as deemed reasonable for negotiation by the City.
- 14.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and, either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

**15. Working Agreement**

- 15.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this Request for Proposal and the Successful Proponent's Submission and any negotiated modifications thereto.

**16. Award of Contract**

- 16.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 16.2 No Contract will be formed until the Contract terms have been successfully negotiated between both parties. The City is not obligated to any Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 16.3 The Contract, the City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The Contract, mutually agreed and signed between the parties;

- b) The City's purchase order including the standard purchase order terms and conditions;
  - c) Any mutually-agreed amendments between the Proponent and the City;
  - d) The Proposal; and
  - e) The RFP and any subsequent addenda.
- 16.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.
- 16.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

**17. Publication of the Results of the Request for Proposal**

- 17.1 The City will publish the name of the successful Proponent on the websites listed in section 4.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

**18. General Terms of this Request for Proposal**

- 18.1 All Proposals shall remain open for a minimum of ninety (90) days after the Closing Time, whether or not another Proposal has been accepted.
- 18.2 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 18.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.
- 18.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 18.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.

- 18.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal format and content requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 18.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 18.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 18.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

**19. Ownership of Proposals**

- 19.1 All Proposals submitted to the City, other than any Proposal withdrawn prior to or submitted after the Closing Time, shall become the property of City and will not be returned to Proponents.

**20. Conflict of Interest**

- 20.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials, Designated Representatives, officers, directors or employees. The City may rely on such disclosure and may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any elected or appointed official, Designated Representative, officer, director or employee of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.
- 20.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected or appointed official, Designated Representative, officer, director or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

**21. Confidentiality**

- 21.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.

- 21.2 Proponents agree that this obligation of confidentiality will survive the RFP process and the termination of the Contract between the Contractor and the City.

**22. Information Disclaimer**

- 22.1 The City, including its elected or appointed officials, Designated Representatives and its directors, officers, employees, agents, Contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 22.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 22.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its elected or appointed officials, Designated Representatives and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 22.4 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

**23. Freedom of Information and Protection of Privacy Act (BC)**

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

**Appendix 100**  
**Minimum Programming Requirements and System Parameters**

This is a MINIMUM compliance list, failure to comply with items will result in a lower score &/or proposal rejection

Indicate if the proposed equipment is capable of the below system parameters:	<u>Yes</u>	<u>No</u>
<ul style="list-style-type: none"> <li>• Gratis stay within specified time/day period (e.g. no charge to a maximum stay of 2 hours, effective 8 am to 7 pm, Mon. through Fri.)</li> </ul>		
<ul style="list-style-type: none"> <li>• Hourly fee with maximum stay within specified time/day period (e.g. \$2.50 per hour to a maximum stay of 2 hours, effective 8 am to 7 pm, Mon. through Fri.)</li> </ul>		
<ul style="list-style-type: none"> <li>• Tiered hourly fee with maximum stay within specified time/day period (e.g. \$2.50 for the first 2 hours, then \$3.00 for each additional hour to a maximum stay of 8 hours, effective 8 am to 7 pm, Mon. through Fri.)</li> </ul>		
<ul style="list-style-type: none"> <li>• Grace period with hourly fee and maximum stay within specified time/day period (e.g. no charge for the first 2 hours, then \$3.00 for each additional hour to a maximum stay of 8 hours, effective 8 am to 7 pm, Mon. through Fri.)</li> </ul>		
<ul style="list-style-type: none"> <li>• Blended fee with maximum stay within specified time/day period (e.g. \$2.50 per hour to a maximum stay of 8 hours, effective 8 am to 4 pm, Mon. through Fri. / \$3.00 flat rate, effective 4 pm to 7 pm, Mon. through Fri.)</li> </ul>		
<ul style="list-style-type: none"> <li>• Holiday fee within specified time/day period (e.g. \$5.00 flat rate, effective 8 am to 7 pm, applies to all Canadian statutory holidays)</li> </ul>		
<ul style="list-style-type: none"> <li>• Duration of Stay Fee with maximum stay within specified time/day period (e.g. \$2.50 per hour for 0 to 4 hour stay, \$2.00 per hour for 5 to 8 hour stay, maximum stay 8 hours, effective 8 am to 7 pm, Mon. Through Fri.)</li> </ul>		
<b>In conjunction with the all of the above:</b>		
<ul style="list-style-type: none"> <li>• The system must allow for the purchase of multiple days based on discrete time periods (e.g. effective 8 am to 7 pm, daily) or maximum lengths of stay (e.g. 8 hour time block for each 24 hour period)</li> </ul>		
<ul style="list-style-type: none"> <li>• The system must allow for different effective pay periods by the days of the week (e.g. Fees in effect; 8 am to 7 pm, Mon. through Fri. / 8 am to 4 pm, Sat., Sun. &amp; Holidays)</li> </ul>		

<ul style="list-style-type: none"> <li>The system must allow for a minimum time or minimum value purchase (e.g. ½ hour or \$1.25), as well as a maximum time or maximum value purchase (e.g. 8 hours or \$20.00)</li> </ul>		
<ul style="list-style-type: none"> <li>The system must allow for advance purchase prior to time periods taking effect (e.g. \$2.50 valid for 1 hour of time and purchased at 6 am, provides 1 hour of stay at the start of the effective 8 am to 7 pm pay period)</li> </ul>		
<p><u>Reports</u>          The system must be capable of generating ad-hoc reports based on any combination of the following variables; individual meters or groupings, specified time period &amp; specified date range. Based on the aforementioned parameters, the system must provide the following reports:</p>		
<ul style="list-style-type: none"> <li>Cash Revenue</li> </ul>		
<ul style="list-style-type: none"> <li>Credit Card Revenue</li> </ul>		
<ul style="list-style-type: none"> <li>Combined Revenue</li> </ul>		
<ul style="list-style-type: none"> <li>Cash Transaction Count</li> </ul>		
<ul style="list-style-type: none"> <li>Credit Card Transaction Count</li> </ul>		
<ul style="list-style-type: none"> <li>Combined Transaction Count</li> </ul>		
<ul style="list-style-type: none"> <li>Alarm Activity</li> </ul>		
<ul style="list-style-type: none"> <li>Collection Activity</li> </ul>		
<ul style="list-style-type: none"> <li>Operational Status</li> </ul>		
<ul style="list-style-type: none"> <li>Capable of exporting “raw” data to external applications, including “Crystal Reports” and “Microsoft Excel”.</li> </ul>		
<p><u>Back-Office Interface</u></p>		
<p>System programming, report generation, status checks, etc. must all be accessible through a secure web interface. The client GUI must be intuitive, easy to use and based on a “Microsoft Windows” style framework.</p>		