



REQUEST FOR PROPOSALS

Title: Car Sharing Services

Reference No.: 1220-030-2019-001

FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The City of Surrey (the "**City**") invites proponents to provide a proposal in response to this Request for Proposals (the "**RFP**") on the form attached as Schedule C (the "**Proposal**") for the supply of the goods (if any) and services described in Schedule A (the "**Goods and Services**"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Proposal (the "**Proponent**") should prepare a Proposal that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

1.2 Definitions

In this RFP the following definitions shall apply:

"**BC Bid Website**" means www.bcbid.gov.bc.ca;

"**City**" means the City of Surrey;

"**City Representative**" has the meaning set out in section 2.5;

"**City Website**" means www.surrey.ca;

"**Closing Time**" has the meaning set out in section 2.1;

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

"**Evaluation Team**" means the team appointed by the City;

"**Goods**" has the meaning set out in Schedule A;

"**Information Meeting**" has the meaning set out in section 2.2;

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

"**Proponent**" means an entity that submits a Proposal;

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

"**RFP**" means this Request for Proposals;

"**Services**" has the meaning set out in Schedule A;

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

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

A Proposal should be labelled with the Proponent’s name, RFP title and number. A Proposal should be submitted in the form attached to this RFP as Schedule C – Form of Proposal.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

(a) Email

If the Proponent chooses to submit by email, the Proponent should submit the Proposal electronically in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time
Date: April 18, 2019

(the “Closing Time”).

PDF emailed Proposals are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt. A Proponent bears all risk that the City’s equipment functions properly so that the Proposal is submitted on time.

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one (1) original unbound Proposal and one (1) copy (two (2) in total) which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, BC, V3T 1V8, Canada

on or before the Closing Time.

2.2 Information Meeting

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

2.3 Late Proposals

Proposals submitted after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) may not be grounds for an extension of the Closing Time.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

2.5 Inquiries

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

Name: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, BC, V3T 1V8, Canada

Business Fax: 604-599-0956

Business E-mail: purchasing@surrey.ca

Reference: 1220-030-2019-001

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

Proponents finding discrepancies or omissions in the Contract or RFP or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative

will issue an addendum in accordance with section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City Website at www.surrey.ca (the “**City Website**”) that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

If the Proponent chooses NOT to submit by email, the Proponent should submit a Proposal in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City’s policy and the City environmental practices.

Please double-side your Proposal.

3.2 Form of Proposal

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

3.3 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

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

Evaluation Criteria	Weighting
Experience, Reputation and Resources The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.	35%
Technical The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4.	40%
Financial The Evaluation Team will consider the Proponent's response to Schedule C-5.	25%
Statement of Departures The Evaluation Team will consider the Proponent's response to Schedule C-1.	

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

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

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

4.4 Litigation

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

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its

contractors and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

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

4.6 Interviews

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

4.7 Negotiation of Contract and Award

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

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

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Contractors

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

5.6 Confidentiality

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

5.7 Reservation of Rights

The City reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of Services, modify, cancel or suspend the competitive selection process at any time for any reason;

- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, or enter into negotiations for the Services or for Services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

5.8 Acceptance of Proposals

Notwithstanding anything to the contrary contained in the RFP or any other document, material or communication:

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City's acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.
- (b) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.
- (c) If the City considers that all Proposals are priced too high, it may reject them all.

- (d) The City, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the City will have no liability to any Proponent as a result of such negotiations or modifications.
- (e) The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.
- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the City, or its representatives and consultants, relating to or arising from the RFP. The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

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SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

- 1.1 The City invites Proposals from experienced and qualified Contractors to supply and deliver to the City a Car Sharing Services program that will enable the City to optimize fleet operations, including but not limited to the provision of skilled labour, tools, materials, equipment, software, and vehicles.
- 1.2 The City seeks a Contractor who has been successful in operating and administering car-sharing services for both public and/or corporate members. Proposals should demonstrate the Contractor's financial capacity, understanding of the project and previous experience undertaking projects of this nature.

2. PROJECT BACKGROUND

- 2.1 The City of Surrey has been operating a carshare program at City Hall since 2014. The carshare program consists of City owned vehicles, and vehicles supplied by a carshare organisation. The City is looking for options from experienced car share Proponents to provide vehicles, services and management systems to continue the car share program.

3. PROJECT OBJECTIVES/DESIRED OUTCOMES

- 3.1 The Contractor will deliver on the following objectives and outcomes:
 - (a) provide vehicles on an as and when required basis for City employees to use on City business;
 - (b) provide an online booking system to book the Contractor's carshare vehicles (including of the Contractor's publicly shared pool of vehicles);
 - i. The online booking system should have the capability to allow the booking of the City's owned pool vehicles through the Contractor's booking system;
 - (c) reduce City operating expenses due to the City not having to outlay capital for additional vehicles;
 - (d) maintain or improve fleet service quality for City employees; and
 - (e) improve City employee mobility options for work travel thereby reducing the need for City employees to drive their personal vehicles to work.

4. PROJECT SCOPE OF SERVICES

- 4.1 The City seeks the Contractor to:

- (a) Provide and maintain carshare vehicles for employee use at Surrey City Hall from 7:30 A.M. to 5:30 P.M., Monday through Friday (excluding statutory holidays and the week between Christmas and New Years). At times there may be operational requirements where vehicles will be required outside of these times;
- (b) Provide and operate a user-friendly carshare vehicle booking and key access system for these vehicles which also includes the pool of City owned and operated pool vehicles;
- (c) Provide and administer carshare vehicles (Contractor and City owned);
- (d) Provide and administer adjustments to the number and type of carshare vehicles, as and when required to meet the City's requirements; and
- (e) Provide and administer a call centre to support users in the event of, for example but not limited to, accident, vehicle malfunction, booking issues, or general inquiries.

5. PROJECT DELIVERABLES

- 5.1 The primary objective of the Contractor is to provide carsharing Service to the City, with the Contractor responsible for the day to day management and administration of the Services.
- 5.2 The Contractor will efficiently manage and administer the Contractor's and the City's carshare vehicles.
- 5.3 The Contractor will provide detailed reporting but not limited to, vehicle use, cost per use, percentage of vehicle availability, per department cost allocation, and any penalty fees if applicable.
- 5.4 The Contractor will ensure all carshare vehicles are maintained in line with the manufacturers' specifications, and comply with all Provincial, Federal, and Ministry of Transportation requirements.
- 5.5 Cleanliness of the vehicles both internally and externally shall be managed by the Contractor.

6. CARSHARE VEHICLE FLEET

- 6.1 Upon commencement of the Term, the Contractor shall provide a minimum fleet of eight (8) Contractor owned carshare vehicles to service City staff and surrounding carshare members in the City of Surrey Centre area. A list of the eight (8) carshare vehicles will be provided in Appendix 6, subject to amendment under Section 6.2. The City may request certain types of vehicles be made available, i.e. pick-up truck, minivan, etc.

- 6.2 The carsharing vehicle fleet may be added to at the discretion of the Contractor, however if the Contractor wishes to remove from, or amend the existing fleet they must consult with the City Representative.
- 6.3 Guaranteed free parking for the fleet of carshare vehicles will be located at the locations outlined in Appendix 7, for the first year of the Agreement and then rates to be negotiated on a year by year basis for the duration of the Term.
- 6.4 The Contractor must maintain the operating condition and cleanliness of the carsharing vehicle fleet so as not to disrupt the day-to-day vehicle requirements of City staff.
- 6.5 All fuel and maintenance costs associated with usage of carshare vehicle fleet will be paid for by the Contractor, unless otherwise stated in Appendix 2.
- 6.6 Carshare vehicle fleet will be available to all City staff who have been approved by the City and Contractor, per driver approval policies found in Appendices 8 and 9.

7. CITY EXCLUSIVE VEHICLE FLEET

- 7.1 The Contractor will equip the City's exclusive vehicle fleet with any/all hardware and software required so as to allow the City vehicles to be managed on the same online booking system as the rest of the Contractor's carshare vehicle fleet.
- 7.2 The Contractor will maintain all installed hardware and software, relative to the Contractor's online booking system.
- 7.3 The Contractor will provide 24 hour on-call administrative services pertaining to all vehicle booking and/or vehicle cleaning/detailing requirements.
- 7.4 The Contractor will provide cleaning and detailing services to the City exclusive vehicle fleet as well as the Contractor's owned carshare vehicles, including, but not limited to the following:
 - (a) Basic vehicle cleaning and detailing, inside and outside of the vehicle once every 45 days; and
 - (b) 24 hour on-call accessibility and prompt response in the event of special cleaning requirements.

8. ONLINE VEHICLE BOOKING SYSTEM

- 8.1 The Contractor will manage and administer an online vehicle booking system that will include, at a minimum, access to both the City exclusive vehicle fleet and the Contractor's carshare vehicle fleet.

- 8.2 Full and complete access to the online booking system for City exclusive fleet will be accessible to all City staff that have been approved by the City, per driver approval policy found in Appendix 8.
- 8.3 Full and complete access to the online booking system for the Contractor's carshare vehicle fleet will be accessible to all City staff that have been approved by the Contractor, per the driver approval policies found in Appendices 8 and 9.
- 8.4 The online booking system will be accessible to all City staff 24 hours a day, 7 days a week.
- 8.5 The City's exclusive vehicle fleet should always be listed above the Contractor's carshare vehicle fleet, except when sorting by proximity to a specific location, so as to promote the City's vehicle fleet usage.

9. REPORTING AND INVOICING

9.1 Monthly Vehicle Usage Reports

- (a) The Contractor will prepare monthly City departmental vehicle usage reports, which will be submitted directly to individual City departmental liaisons for review. Vehicle usage reports should track the usage of City owned and Contractor owned vehicles and should provide, at a minimum, the following information broken down by each individual driver (City staff) from the respective department:
 - i. vehicle number;
 - ii. vehicle usage (time and kilometres) and associated costs;
 - iii. penalties and associated costs;
 - iv. Driver name & City department.
- (b) City departmental liaisons will be provided a one (1) week grace period to review vehicle usage reports, and address any discrepancies that may arise, at which point Contractor will submit final monthly invoice to the City Representative.

10. PRIVACY

- 10.1 If the Contractor access, collects, stores, processes, or otherwise handles personal information from City staff, the Contractor must adhere to the City's Privacy Protection Schedule, as outlined in Appendix 10.

11. HOURS AND DAYS OF SERVICE

- 11.1 The Contractor owned carshare vehicles must be available to City staff, at a minimum, from 7:30 AM to 5:30 PM Monday through Friday. There may be occasions where Contractor owned carshare vehicles are required outside these hours. Individual bookings will be first come, first served to both City staff and other carsharing members.

Access to the online booking system must be available to City staff 24 hours a day, 7 days a week.

12. PREFERRED REQUIREMENTS

- 12.1 Contractors should have a minimum of five (5) years' experience in the carsharing industry, with a total fleet size of more than fifty (50) vehicles.

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SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Car Sharing Services

Reference No.: 1220-030-2019-001

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APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

APPENDIX 6 – CONTRACTOR OWNED VEHICLES

APPENDIX 7 – GUARANTEED PARKING SPACES FOR CONTRACTOR OWNED VEHICLES

APPENDIX 8 – CITY OF SURREY POOL VEHICLE GUIDELINES AND DRIVING RULES

**APPENDIX 9 – CONTRACTOR POOL VEHICLE SIGNUP REQUIREMENTS, GUIDELINES
AND DRIVING RULES**

APPENDIX 10 – CITY OF SURREY PRIVACY PROTECTION SCHEDULE

Title: Car Sharing Services

THIS AGREEMENT is dated for reference this _____ day of _____, 20_____.

AGREEMENT No.: 1220-030-2019-001

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

WHEREAS the City and the Contractor wish to undertake this agreement with the Contractor providing the following Goods and Services:

Car Sharing Services

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

"**City Representative**" means the City's Fleet & Garage Manager, Engineering Department or designate;

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

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

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

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

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

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

"**Term**" has the meaning set out in section 2.5; and

"**Time Schedule**" has the meaning set out in section 2.6.

1.2 Appendices

The following attached Appendices are a part of this agreement:

- Appendix 1 – Specifications of Goods and Scope of Services;
- Appendix 2 – Fees and Payment;
- Appendix 3 – Time Schedule;
- Appendix 4 – Personnel and Sub-Contractors;
- Appendix 5 – Additional Services;
- Appendix 6 – Contractor Owned Vehicles;
- Appendix 7 – Guaranteed Parking Spaces for Contractor Owned Vehicles;
- Appendix 8 – City of Surrey Pool Vehicle Guidelines and Driving Rules;
- Appendix 9 – Contractor Pool Vehicle Signup Requirements, Guidelines and Driving Rules; and
- Appendix 10 – City of Surrey Privacy Protection Schedule.

2. GOODS AND SERVICES

2.1 Goods and Services

The City hereby retains the Contractor to provide the Goods and Services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Goods and Services**”).

2.2 Amendment of Goods and Services

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

2.3 Additional Goods and Services

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

2.4 Standard of Care

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

2.5 Term

The Contractor will provide the Goods and Services for the period commencing on the date at which both City owned pool vehicles and Contractor owned carshare vehicles are being engaged by City Staff for day-to-day work related purposes and terminating 60 months thereafter.

The Contractor recognizes that certain Good and Services, including but not limited to City staff training and City vehicle hardware installation, may be required prior to the official commencement of the Term.

The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed five (5) separate terms of one (1) year each. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

2.6 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Goods and performance of the Services and accordingly the Contractor will provide Goods and Services within the performance or completion dates or time periods (the "Time Schedule") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

2.7 Warranty of Goods

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

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

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

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the

Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

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

3. PERSONNEL

3.1 Qualified Personnel

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

3.2 Listed Personnel and Sub-Contractors

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

3.3 Replacement of Personnel or Sub-Contractors

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

3.4 Sub-Contractors and Assignment

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

3.5 Agreements with Sub-Contractors

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

4. LIMITED AUTHORITY

4.1 Agent of City

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

in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

4.2 Independent Contractor

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

5. FEES

5.1 Payment for Goods and Services

The City will pay to the Contractor the fees as set out in Appendix 2 (the "Fees"). The unit prices and the lump sum prices for Goods and Services listed Appendix 2 of this agreement shall be full compensation for the supply and installation of the Goods and Services including, without limitation, storage, delivery, labour, traffic control, overhead costs and profit (excluding applicable taxes). For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

Fees and GST will not exceed the amount of <📄 insert contract price in numbers> without the prior written approval of the City.

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Contractor will submit a monthly invoice (the "Invoice") to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month, and including the following information:
 - (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's reference number for the Goods and Services; P.O. #**xxxxxx**
 - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
 - (5) the percentage of the Goods and Services completed at the end of the previous month;
 - (6) the total budget for the Goods and Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any);
 - (8) grand total of the Invoice;

- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (c) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its Final Report to the City; and
- (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: _____

Address: _____

5.3 Records

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

5.4 Non-Residents

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

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

6. CITY RESPONSIBILITIES

6.1 City Information

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

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

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

7.2 Survival of Indemnity

The indemnity described in sections 7.1 and 12.4 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Contractor's Insurance Policies

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than ten million (\$10,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

The Contractor will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Contractor Responsibilities

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

7.6 Additional Insurance

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

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

The City may at any time and for any reason by written notice to the Contractor terminate this agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

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

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

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

8.3 Curing Defaults

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

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

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

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

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

10.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law. Refer to Appendix 10 Privacy Protection Schedule. The Privacy Protection Schedule attached to this agreement forms a part of and is incorporated into this agreement.

10.3 Return of Property

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

11. USE OF WORK PRODUCT

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

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

- 12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix 4 of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 12.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 12.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

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

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

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Contractor Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

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

- (a) The City: City of Surrey – Parking Services
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada
- Attention: [insert contact name]
[insert title]
- Business Email: [insert email]

(b) The Contractor: [insert contractor name]
[insert contractor address]

Attention: [insert contact name]
[insert title]

Business Email: [insert email]

16.7 Unenforceability

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

16.8 Headings

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

16.9 Singular, Plural and Gender

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

16.10 Waiver

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

16.11 Signature

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

- END OF PAGE -

16.12 Enurement

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

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

CITY OF SURREY

I/We have the authority to bind the City:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

[INSERT LEGAL NAME OF CONTRACTOR]

I/We have the authority to bind the Contractor:

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

(APPENDIX 1 WILL BE INSERTED WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)

APPENDIX 2 – FEES AND PAYMENT

(APPENDIX 2 WILL BE INSERTED WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)

APPENDIX 3 – TIME SCHEDULE

(APPENDIX 3 WILL BE INSERTED WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

(APPENDIX 4 WILL BE INSERTED WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)

- 1. KEY PERSONNEL**

- 2. SUB-CONSULTANTS**

- 3. QUALIFIED COORDINATOR**

- END OF PAGE -

APPENDIX 5 – ADDITIONAL SERVICES

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

2. Special Events (special Assignment)

Services may also occasionally be requested for special events at which the City will be required to provide vehicles. Further, the City may, on occasion, require that specific Contractor vehicles be moved from their parking stalls, to accommodate special events. In both cases, the City shall make notification of any non-scheduled requirements to the Contractor at least 5 business days before the start of such assignment. Assignments and the quantity of vehicles and equipment required will be determined and scheduled by the City representative.

- END OF PAGE -

APPENDIX 6 – CONTRACTOR OWNED VEHICLES

(APPENDIX 6 WILL BE INSERTED WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)

Make	Model	Year

- END OF PAGE -

APPENDIX 7 – GUARANTEED PARKING SPACES FOR CONTRACTOR OWNED VEHICLES

1. Guaranteed Parking Spaces for Contractor Owned Vehicles

a) Initial Fleet

- 2 spaces in Surrey City Hall Parkade Level P1 (13450 104 Avenue)
- 1 on-street space in the 10800 block of City Parkway, north of 108 Avenue
- 1 on-street space at the corner of Grosvenor Road and King George Boulevard
- 4 spaces in the North Surrey Recreation Centre Off-Street Parking Lot (10225 City Parkway)

b) Replacement of Parking

- If, for whatever reason, the City is no longer able to provide one of these guaranteed parking stalls, it will designate an alternate parking space with similar visibility and accessibility.

2. Payment

a) 12-month Pro Bono Guarantee

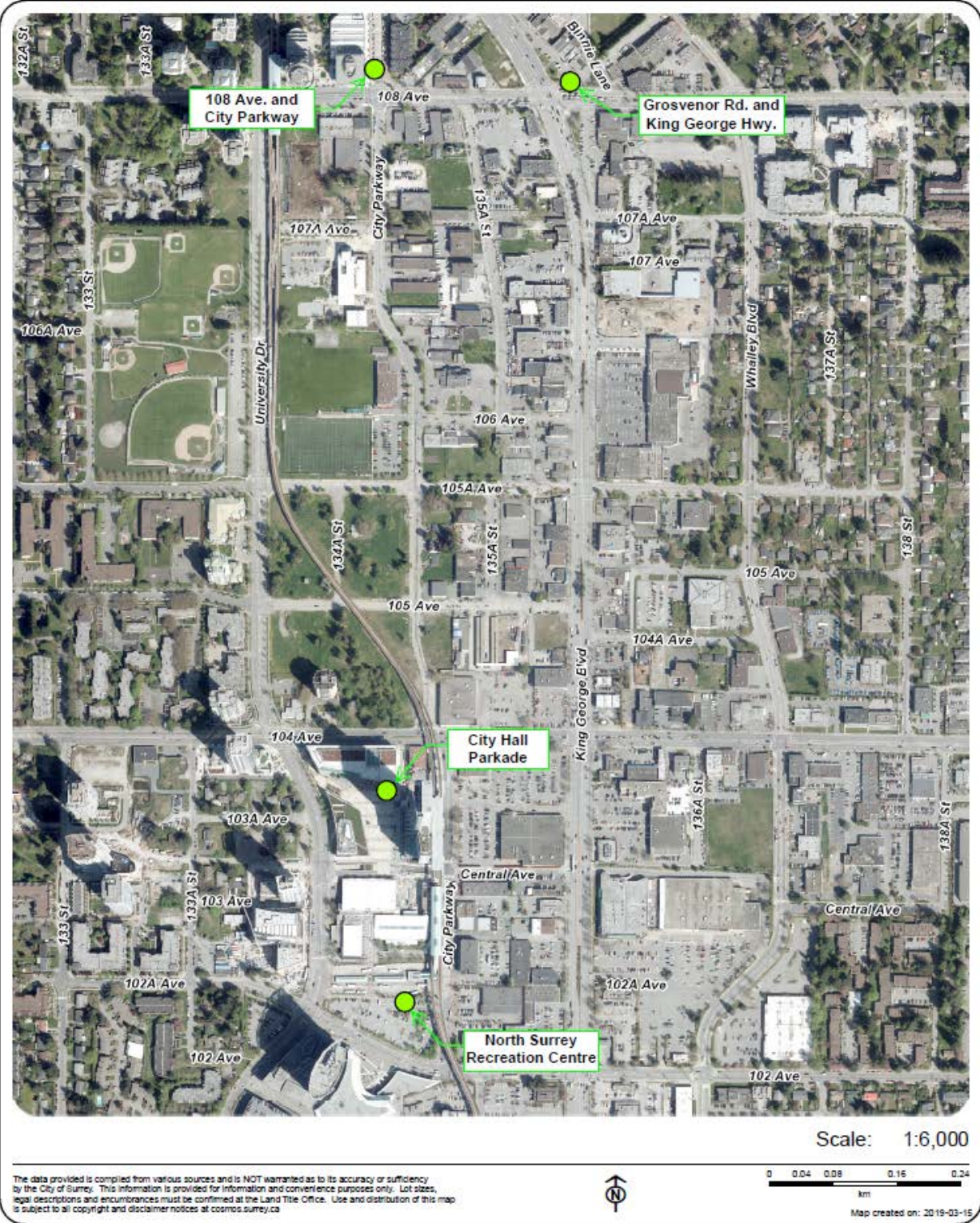
- For the first 12 months after the commencement date of the Term, the City will provide the Initial Fleet parking spaces listed in Section 1 a) at no cost to the Contractor.

b) Monthly Parking Cost

- After the 12-month Pro Bono Guarantee has expired, and with all future expansion spaces, the City and the Contractor will negotiate a monthly parking rate per stall, which will apply equally to all parking spaces listed in Sections 1a) and 1 b) above.
- When negotiated, this cost will form a separate contract. In particular, parking fees will not appear as a credit on the Contractor's invoices to the City.



Figure 1: Map of Contractor Vehicle Parking Locations



APPENDIX 8 – CITY OF SURREY POOL VEHICLE GUIDELINES AND DRIVING RULES

The following guidelines must be met to operate a City Hall Pool Vehicle:

- Employee has a valid BC driver's license (minimum Class 5).
- Employee agrees to abide by the Operating Rules for City of Surrey Vehicles, in accordance with City Policies, Procedures, and Practices, partially outlined below.

Operating Rules for City of Surrey Vehicles

- City Hall Pool Vehicles are to be driven for City of Surrey business use only.
- Employee will abide by all rules and regulations of the *Motor Vehicle Act* [RSBC 1996] c.318.
- Operators of City vehicles are solely responsible for any fines/tickets received while the vehicle is in their possession and may not claim reimbursement.
- An employee operating a City vehicle shall immediately report all suspensions and restrictions of his/her driver's license that affect the legal and safe operation of a City vehicle to his/her manager. An employee may not operate a City vehicle without a current, valid BC driver's license.
- Drivers of City Hall Pool vehicles will maintain the vehicles in a clean condition, conduct pre-trip maintenance checks and report any defects. Vehicles should be returned with at least a quarter tank of fuel. Vehicles that are not in a safe operating condition should not be driven. Report any defects to Fleet Services at (604)590-7279.
- No smoking is permitted in City vehicles.

- END OF PAGE -

**APPENDIX 9 – CONTRACTOR POOL VEHICLE SIGNUP REQUIREMENTS, GUIDELINES
AND DRIVING RULES**

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

APPENDIX 10 – CITY OF SURREY PRIVACY PROTECTION SCHEDULE

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

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

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

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

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

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

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

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

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

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Car Sharing Services

RFP Reference No.: 1220-030-2019-001

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

Email for PDF Files: purchasing@surrey.ca

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP.

2.0 I/We confirm having full knowledge that the City reserves the right to divide up the Goods and Services by type of work, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more agreements to perform a portion or portions of the Goods and Services.

3.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1 – Statement of Departures;
- Schedule C-2 – Proponent’s Experience, Reputation and Resources;

Schedule C-3 – Proponent’s Technical Proposal (Services);
Schedule C-4 – Proponent’s Technical Proposal (Time Schedule); and
Schedule C-5 – Proponent’s Financial Proposal.

4.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

5.0 I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the “prime contractor” as provided by the Worker’s Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted by this ____ day of _____, _____.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

Section

Requested Departure(s) / Alternative(s)

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

Section

Requested Departure(s) / Alternative(s)

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

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Goods and Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased);
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Goods and Services to the City and how you would plan to manage these;
- (viii) Provide evidence and describe your experience in providing similar services to corporate or municipal organisations;
- (ix) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____
 Project Name: _____
 Responsibility: _____

Sub-Contractors

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

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

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

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

- (i) a narrative that illustrates an understanding of the City's requirements for Goods and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in providing the Goods and Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will provide the Goods and perform the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Goods and Services;
- (v) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (vi) a narrative that describes the Proponent's understanding of how carshare supports the City's sustainability and transportation priorities;
- (vii) a description of your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;
- (viii) a description of the social and community benefits of the Goods and Services;
- (ix) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services;
- (x) Vehicle Availability

It is imperative that vehicles are available for City employees when required including situations of short notice, late returns, and emergency response. Proponent should provide details and any supporting documentation on:

- (a) Strategy to ensure carshare vehicles are always available when required, including when a booked carshare vehicle is late in being returned by previous user and for after-hour usage;
- (b) Contingency plans in the event no carshare vehicles are available for City business purposes;
- (c) Possibility to over-ride any existing reservations in the event an emergency requires carshare vehicles already reserved.

(xi) Simplicity of Booking, Access, and Data Collection

The system for carshare bookings, changing bookings, and accessing carshare vehicles should be flexible and easy to use. Proponent should provide details on the carshare booking and vehicle access mechanism and procedures including but not limited to:

- (a) hardware or software used for booking, vehicle access, and data collection. Include your history of working with these systems (duration and scale);
- (b) method for selecting different classes of vehicles;
- (c) procedure and any consequences for changing a booking during the reserved time (e.g. in the event circumstances change and a vehicle can or needs to be returned earlier or later than the original booking time;
- (d) where vehicles are to be located, number of vehicles that will remain at City Hall on evenings and weekends, and how Contractors desire/need to add additional vehicles to service City employee needs are proposed to be managed in recognition that parking at City Hall is limited;
- (e) the ability to analyze carshare vehicle usage data, including amount of electricity used for charging and/or fuel consumed, kilometers driven, frequency of use, idling time, vehicle speed and other technical details about the vehicles is required. State ability to provide detailed usage information, including customized information as requested by the City. State method of tracking kilometers driven per vehicle, and anticipated frequency of data collection.

(xii) Vehicle Cleanliness

Vehicle cleanliness is of importance to the City. City employees regularly visit worksites and may track more dirt into vehicles than average users. Proponent should provide details on responsibilities, schedule, and mechanisms for ensuring internal and external vehicle cleanliness, including if the vehicle requires cleaning outside of regular procedures.

(xiii) Vehicle Maintenance and Reliability

It is expected that the Contractor will be responsible for vehicle maintenance. Proponent should provide details on your preventative maintenance program and the expectations of City employees who encounter mechanical difficulties.

(xiv) Vehicle Fueling

Proponent should provide details on:

- (a) anticipated means of ensuring the vehicles have sufficient amount of fuel at all times;
- (b) means by which fuel will be paid for; and
- (c) any strategic alliances (if applicable) for the supply of fuel to all car-sharing vehicles.

(xv) Customer Support

Customer support is extremely important to the City. Please describe the means of providing customer support, what is covered, and hours of operation.

(xvi) The Proponent is to provide details of their comprehensive insurance cover including:

- (a) Commercial General Liability protecting the Proponent from third party claims for bodily injury, death, property damage or loss of use thereof;
- (b) Third party auto legal liability Insurance protecting the City, the Proponent and the authorized drivers (City employees) against third party claims for bodily injury, death, property damage or loss of use arising out of the operation of the vehicles owned or leased by the Proponent;
- (c) Collision and comprehensive coverages to cover any direct physical loss or damage to each vehicle;
- (d) The Proponent shall be responsible for payment of all applicable insurance policy deductibles; and
- (e) If conducting annual driver record checks is a condition that must be complied under the Proponent's insurance policy or policies, the Proponent is to provide details on how this will be carried out and how the privacy of such information is handled. The Proponent shall provide clear criteria against which the City employees' driver records will be assessed for insurance purposes.

(xvii) Vehicles

- (a) Proponents should provide details on their proposed vehicle mix (make, model, year) and average fuel efficiency (electric or fuel);
- (b) Strategy to enable and encourage City employees to use the most efficient vehicle that will meet their needs for any given trip; and
- (c) Commitment to provide annual City business usage and calculated fuel consumption data.

(xviii) Methodology and Approach

The Proponent should provide an implementation plan of their carshare service to the City, including but not limited to the following:

- (a) Selection of vehicles for the City;
- (b) Software and hardware installation;
- (c) Training plan for City Employees on the use of the software, booking system, vehicles, and reporting of issues; and
- (d) Timetable of implementation from the awarding of the Agreement.

(xix) Proponent to provide details on pool vehicle signup requirements, guidelines and driving rules of Proponent carshare vehicles.

- END OF PAGE -

SCHEDULE C-4 - PROPONENT’S TECHNICAL PROPOSAL (TIME SCHEDULE)

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

The Proponent is to indicate its proposed fees (excluding GST):

- (a) monthly fee;
- (b) hourly rates for all team members if payment is to be made on an hourly basis;
- (c) lump sum fee;
- (d) cost per unit for hardware installed in City owned vehicles; or
- (e) monthly software costs for managing City vehicle;

and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

1. Membership Fees (if any)

Proponent should provide details on membership fees:

2. Usage Fees

Proponent should provide details on City employees using the Contractor owned vehicles fees:

Services	Cost per hour	Cost per Day	Annual Charges
Vehicle Usage: Weekdays 6am – 11pm	\$	\$	\$
Vehicle Usage: Weekends 6am – 11pm	\$	\$	\$
Guaranteed Exclusive Use	\$	\$	\$
Other (<i>state</i>)	\$	\$	\$

3. Fuel Surcharge

City staff using Contractor owned vehicles will pay a fuel surcharge in months when the average Lower Mainland gas price exceeds \$1.40 per litre.

The surcharge will equal 1¢ per kilometre for every 10¢ by which the price exceeds \$1.25 per litre.

Fuel Surcharge Formula: $([\text{Average Gas Price}] - \$1.25) / 10$

Any changes or amendments to the figures and formula found within the Fuel Surcharge, as described above, during the Term, will require written approval from the City.

4. Cancellations

City staff using Contractor owned vehicles will pay cancellation fees according to the following schedule:

- (a) _____% of the anticipated time charge, for any part of the booking which is cancelled with less than _____ hours' notice.
- (b) The cancellation charge will be reduced to zero for any part of the booking which was subsequently re-booked, whether by the same member or by another member.

Cancellation fees will not be applied to City owned vehicles.

5. City Fleet Management Services (if any)

City staff using City owned pool vehicles will not be subject to any of the charges listed in Sections 2 through 4 above. The City will be responsible for all internal billing for departmental usage of City owned pool vehicles.

The City will pay the Contractor the following rates, based on monthly administrative City fleet management services:

- (a) Standard Administrative Services - \$_____ / vehicle / month
- (b) Hardware Acquisition - \$_____ / vehicle
- (c) Hardware Installation - \$_____ / vehicle
- (d) Hardware Removal - \$_____ / vehicle
- (e) Additional Labour (if required) - \$_____ / hour
- (f) Power lock Installation (if required) - \$_____ / vehicle

6. Other Penalties and Fees (if any)

All fees and penalties outlined below apply to City staff use of both City owned and Contractor owned vehicles.

These fees and penalties are subject to change by the Contractor at its sole discretion, with 30 day's notice to the City. The Contractor warrants and guarantees that any such change will apply across its entire operation, and in particular that City staff will never be subject to a higher fine than any other carsharing member.

- (a) pet mess in an allergen-free vehicle \$ _____
- (b) smoking in vehicle (cleaning cost)
- (c) vehicle interior left dirty \$ _____ + cleaning/detailing costs)
- (d) late return \$ _____
- (e) not fobbing out of a vehicle \$ _____
- (f) no show - booking is not cancelled, but vehicle is not used during booking \$ _____

- (g) drained battery (first offence by driver \$ _____; second offence \$ _____; \$ _____ per offence thereafter)
- (h) leaving electric vehicle unplugged \$ _____
- (i) gas left below 1/4 tank \$ _____
- (j) unauthorized purchases on Contractor fuel card \$ _____
- (k) replacement fuel card \$ _____
- (l) replacement fob \$ _____
- (m) interest on overdue balance: _____ % monthly on balances over \$ _____
- (n) insufficient funds for payment \$ _____

7. Contractor Guarantees

Relative to the fees and payments outlined in Appendix 2, the Contractor hereby guarantees:

- (a) That the Contractor will provide at least 90 days' written notice before changing any of the City's Vehicle Usage Rates as outlined in Sections 2 and 4;
- (b) That any change to the City's Vehicle Usage Rates, as outlined in Sections 2 and 4, during the Term will not increase;
- (c) That any change to the City's Vehicle Usage Rates, as outlined in Sections 2 and 4, during the Term will not increase the number of hours associated with any daily rate cap (e.g. \$ _____ /hour up to \$ _____ /day implies a _____ hour daily rate cap);
- (d) That the Contractor will not change or amend any part of the Fuel Surcharge figures or formula, as outlined in Section 3, without written approval from the City;
- (e) That the Contractor will provide at least 30 days' written notice before changing, adding, or removing, any of the Penalties and Fees, as outlined in Section 6;
- (f) That any change to the Penalties and Fees, as outlined in Section 6, will apply equally to all of the Contractor's members and clients, and in particular, that the City will never be subject to a higher fine than any other carsharing member;
- (g) That during the first three (3) months of the Term, the Contractor will waive any fine from the following categories, no questions asked, at the request of the departmental liaison:
 - (i) vehicle interior left dirty;
 - (ii) late return;
 - (iii) not fobbing out of a vehicle;
 - (iv) drained battery;
 - (v) leaving electric vehicle unplugged; and
 - (vi) gas left below 1/4 tank.

Additional Expenses:

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee. Please indicate any expenses that would be payable in addition to the proposed fee set out above:
