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REQUEST FOR PROPOSALS

Title: **Traffic Data Collection and Reporting for Congestion Analysis**

Reference No.: 1220-030-2024-051

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)
Issuance Date: October 21, 2024

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this request for proposals ("**RFP**") is to select a service provider (or service providers) to perform the services ("**Services**") described in Schedule A.

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;

"**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 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

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

on or before the following date and time

Time: **3:00 p.m., local time**
Date: **November 7, 2024**

(the "Closing Time").

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

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

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

2.4 Amendments to Proposals

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

2.5 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:	Sunny Kaila, Manager, Procurement Services
E-mail:	purchasing@surrey.ca
Reference:	1220-030-2024-051

Inquiries should be made no later than seven (7) business days before Closing Time. The City reserves the right not to respond to inquiries made within seven (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 and the City Website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.7   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.

The City's standard Contract for technology projects is included as **Schedule B.** Proponents should review all terms, conditions, specifications, and requirements and be prepared to enter into a Contract substantially the same as **Schedule B.**

Submittal of a Proposal is agreement to the above condition. Proponents are to price and submit Proposals to reflect all the specifications and requirements in this RFP and terms and conditions substantially the same as those included in this RFP.

The terms and conditions set out in the Contract are deemed to be accepted by the Proponent and incorporated into its Proposal except to the extent expressly excluded, supplemented, replaced or identified in a Proponent's Proposal (refer to Schedule C-1 – Statement of Departures). Proponents should provide reasons for any changes proposed.

In addition to the Contract, it may be necessary to execute additional agreements such as a licensing agreement, service level agreement, maintenance agreement, etc. The City may request that a shortlisted Proponent submit its preferred forms of such agreements.

The City may consider and may choose to accept some, none, or all Contract modifications that the Proponent has submitted with its Proposal.

Nothing herein prohibits the City, at its sole option, from introducing or modifying contract terms and conditions and negotiating with the Preferred Proponent to align the proposal to City needs, within the objectives of the RFP. The City has significant and critical time frames which frame this initiative; therefore, should such negotiations with the highest ranked, apparent Preferred Proponent fail to reach agreement in a timely manner as deemed by the City, the City, at its sole discretion, retains the option to terminate negotiations and continue to the next-highest ranked 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 Form of Proposal

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

3.2 Signature

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

(a)   If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b)   If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c)   If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4.   EVALUATION AND SELECTION

4.1   Evaluation Team

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

4.2   Evaluation Criteria

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

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

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

(b)   Technical – The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses to items in Schedule C-3, Schedule C-3-1 and Schedule C-4.

(c)   Financial – The Proponent's financial proposal for the performance of the Services as described in the Proponent's response to Schedule C-5.

(d)   Statement of Departures - The Evaluation Team will consider the Proponent's response to Schedule C-1.

A Proponent's departures may, at the sole discretion of the City, be grounds for disqualification from further consideration in award of a contract. A Proponent's failure to execute a Contract substantially the same as Schedule B may result in disqualification for future solicitations for this same or similar products/services.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the Evaluation 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; and

(c)   if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4   Litigation

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

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants 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 Agreement 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/Demonstrations (Shortlisted Proponents Only)

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide an interview/demonstration of your Proposal. The City reserves the right not to conduct interviews/demonstrations.

If selected as a shortlisted Proponent, Proponents agree to provide the Evaluation Team the opportunity to interview proposed key personnel identified by the Evaluation Team, at the option of the City. The Evaluation Team may request a shortlisted Proponent to provide a demonstration of the Proposal as an opportunity for the Evaluation Team to ask questions and seek clarifications. This demonstration will allow shortlisted Proponents to

present their proposal and demonstrate the proposed Traffic Data Collection and Reporting for Congestion Analysis to the Evaluation Team.

Should interviews/demonstrations be held, the City requires that they be led by the proposed shortlisted Proponent's key personnel (respective advisors, employees or representatives). The City reserves the right, to record (audio/visual) of each shortlisted Proponent's demonstration as part of its evaluation process.

4.7 Points of Consideration for Interviews/Demonstrations

The following points should be considered by the shortlisted Proponent while planning for the interview/demonstration:

(a)   All Key Personnel (as identified in Schedule C-2) of the shortlisted Proponent should attend and actively participate.

(b)   Shortlisted Proponents may be required to present their Proposal and demonstrate their proposed Traffic Data Collection and Reporting for Congestion Analysis to the Evaluation Team. The City Representative will schedule the time for each interview/demonstration.

(c)   All interviews/demonstrations will either be held at Surrey City Hall or via teleconference, at the election of the City, on the date and time advised by the City.

(d)   The Traffic Data Collection and Reporting for Congestion Analysis used in the interview/demonstration must not introduce any new information and/or functionality that was not included in the Proposal. If certain requirements as specified in Schedule C-3 are met by third-party software as part of the shortlisted Proponent's solution, the shortlisted Proponent is expected to demonstrate the third-party product and so indicate during the interview/demonstration.

(e)   By participating in the interview/demonstration, a shortlisted Proponent confirms its agreement with these procedures and acknowledges that the demonstration is an integral part of the competitive selection process as described in this RFP and is in the interests of all parties.

4.8 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 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 Services in some other manner.

5.   GENERAL CONDITIONS

5.1   No City Obligation

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

5.2   Proponent's Expenses

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

5.3   No Contract

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

5.4   Conflict of Interest

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

5.5   Solicitation of Council Members, City Staff and City Consultants

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

5.6   Confidentiality

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

5.7   No Claims

Each Proponent, by submitting a Proposal, irrevocably:

(a)   agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and

(b)   waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

5.8   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.

5.9   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.

5.10   Multiple Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Submissions.

In addition to any other provision of this RFP, submissions may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

5.11   Anticipated Quantities

The City reserves the right and discretion to place orders on quoted items during the duration of the term of the agreement as per Schedule C – Form of Proposal on an as per need basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.

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SCHEDULE A – SCOPE OF SERVICES

1.0 INTRODUCTION

The City of Surrey (the "City") is seeking Proposals from data collecting and aggregating firms to supply traffic data (historical) that measures and reports traffic congestion across Surrey's road network. The goal of this project is ultimately to identify and rank intersections within the City by the level of traffic congestion that occurs throughout the day. This initiative aligns with the City's commitment to improving traffic flow, enhancing safety, and reducing travel times for all road users.

2.0 BACKGROUND

Surrey is currently the 11th largest city in Canada with almost 600,000 residents and growing rapidly. While recent land use planning has been focused on multi-modal and transit-oriented development, much of the City has been shaped by auto-centric development patterns. This has resulted in a high mode share of personal automobile use and traffic congestion along major commuter routes.

To get an objective perspective on the current levels of congestion at intersections, as well as a relative comparison of locations across the city, the City is interested in quantifying key congestion metrics within the road network. While "congestion" can be a nebulous term that is perceived differently across diverse groups, there are some key indicators that are normally associated with the term:

- travel speeds (alternatively measured as travel times),
- queue lengths, and
- traffic volumes.

Using these metrics, a "congestion index" will be developed to standardize the reporting of conditions across various intersections with a data-driven methodology. While this specific methodology is currently under development (as an internal assignment), the market evaluation of the available data to feed the algorithm is the purpose of this RFP.

3.0 SCOPE OF WORK

The Proponent will be responsible for providing a continuous (24-hour x 7 day) traffic dataset product (the "**Data**"). The selected Proponent will be responsible for:

3.1. Data Collection

3.1.1 Obtain traffic data over a minimum one-year span (with an option to extend beyond one year) at selected intersections within Surrey. A minimum of 100 intersections are anticipated to be of interest, with the list of intersections provided following award of contract.

3.1.2 Collect continuous (24-hour x 7 day) Data on travel times/speeds, queue lengths, and traffic volumes, using advanced technologies as noted in Section 5.0 "Technical Specifications".

3.2. Data Deliverable and Reporting

3.2.1 Provide either live-collected or pre-existing historical data in regular intervals (every minute to every hour, see Section 5.1 "Temporal granularity"), with no more than a one-month delay.

3.2.2 Provide Data in acceptable file formats as noted in Section 5.0 "Technical Specifications".

3.2.3 Include detailed metadata with each report, describing data collection/processing methods, data accuracy, and any limitations.

3.3. Data Quality and Integrity

3.3.1 Ensure and demonstrate the accuracy, reliability, and completeness of the Data.

3.3.2 Implement quality control measures to validate the Data before submission.

3.3.3 Provide a process for handling data gaps or anomalies.

3.4. Support and Maintenance

3.4.1 Provide ongoing technical support to address any issues with data collection or reporting.

3.4.2 Ensure and demonstrate that the data collection systems are maintained and calibrated throughout the contract period.

4.0 DELIVERABLES

4.0.1 The Data, delivered in a processed state as defined in Section 5.0 "Technical Specifications" such that it can be readily digested by external applications used to calculate the congestion index.

4.0.2 Technical documentation, white paper, or product sheet outlining the data collection, processing and calibration methods.

4.0.3 Documentation outlining any validation methodology and results of the validation process, such as data confidence, accuracy and error margins, data limitations.

4.0.4 Documentation on process for handling gaps or anomalies (if any), and report noting any deviations or adjustments made to the Data.

The Data provided to the City should not have any sort of personal identifiable information that may be collected via existing collection methods, including but not limited to MAC address, IMEI number, application username, email address, cell phone number, license plate, etc.

5.0 TECHNICAL SPECIFICATIONS

The Data shall be collected using advanced technologies, including but not limited to crowd-sourced or on-device sensors such as Bluetooth, WiFi, GPS, cellular,or any other appropriate methods that meets the following specifications:

5.1   Time Span

5.1.1   Minimum one-year (365 days) span of Data, with an option to extend beyond one year.

5.1.2   The Data may either be: 1) collected starting at the commencement of service for a continuous one-year period (the "**Service Period**"), or 2) previously collected existing historic data.

    a. If (2) existing historic data is provided, the start time of the Data must be no earlier than 2023-01-01 00:00 Pacific Standard Time.

5.2   Geographic extent and locations

5.2.1   Selected major road intersections (minimum 100 locations, with option to expand up to 300) within Surrey.

5.2.2   The full list of selected intersections will be provided following award of contract. The selected intersections are expected to be on major Arterial, Collector, and Provincial Highway roads within Surrey.

5.3   Spatial granularity

5.3.1   The Data should be reported as individual intersections, and then further into each directional approach of the intersection (e.g. northbound, southbound, westbound, eastbound).

5.3.2   Individual intersections should be identifiable by a unique ID number and a unique descriptive name (e.g., "104 Ave & King George Blvd").

5.3.3   Individual approach at each intersection should be identifiable by a unique ID number and a unique descriptive name (e.g., "King George Blvd North Bound").

5.4 Attributes

5.4.1   Each record of the Data should contain valid values for the following attributes:

    a. **Timestamp**, with precision to one minute;

    b. **Travel Time**, how long it takes for the vehicles to travel through the intersection on the specific approach, in seconds, AND/OR; **Travel Speed**, how fast the vehicles travel through the intersection on the specific approach, in km/h;

    c. **Queue Length**, how long the line of vehicles waiting on the specific approach to the intersection measured from the stop bar, in metres;

    d. **Vehicle Volume**, estimated number of vehicles travelling through the intersection on the specific approach, measured by count of vehicles during a defined time frame; and,

    e. **Probe Count/Number of Samples**, the absolute number of observed probes detected by the vendor's sensors for an approach during a defined time frame.

5.5 Temporal granularity

5.5.1 The Data at each location is to be recorded at consistent, regular intervals.

5.5.2 Each record or reading of the traffic data (**Travel Time/Speed**, **Queue Length**) for each approach of an individual intersection should be reported at no coarser than 15 minutes and no more granular than one-minute (60 seconds) intervals, with the exception of:

    a. **Vehicle Volume** and **Probe Count/Number of Samples** information can be collected and aggregated up to one hour (60 minutes) interval.

5.6 Acceptable Formats

5.6.1 Traffic data attributes may be provided in common, non-proprietary, tabular/nested formats (e.g. **CSV, Excel, JSON, XML**).

5.6.2 Location and geometry of the intersections and their respective approaches may be provided in common GIS/geospatial formats (e.g. **GDB, SHP, WKT, GeoJSON**).

6.0 DATA ACCESS AND STORAGE

Authorized users from the City must be able to access, export and download the Data electronically via the Proponent's provided webpage, data portal/file storage service or API on demand without restrictions (file size, number of requests and queries) during the agreed time period.

If the Data is to be collected only starting at the commencement of service:

    a. Historic records of the Data must be made available with no more than a rolling one-month delay; and

    b. The City shall be provided with continuous access to export the Data during the Service Period plus six months after the end of the Service Period.

The City shall have the right to store, use, analyze, and report on the exported Data for an indefinite time period.

7.0 DATA QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

QC/QA of the Data, demonstrating that the technical specifications are met, is primarily the responsibility of the Proponent.

The City recognizes that, depending on the nature of the source of data, their collection methodology and technology employed, it might not be possible to obtain true travel time/speed, queue length, and vehicle volume values.

The primary objective of this contract is to acquire traffic data and metrics that will enable the City to develop a "congestion index" to:

    a. Identify the most congested intersections within the City; and

    b. Quantify congestion at these locations in a relative sense.

As such, the City is willing to accept reasonable discrepancies between the provided Data and true ground values, provided that the Proponent can provide thorough clarification via documentation, report, white paper, or product sheet about the Data regarding its:

i.   Source and collection methodology;
ii. Details on data processing and calibration algorithm/methodology, and any potential extrapolation or aggregation methods used;
iii. Validation methodology; and
iv. Results from the validation, such as data confidence and error margins.

The Proponent is responsible for the collection and review of Data to ensure any data collection issues are resolved in a timely manner and significant times of no data or poor data do not occur. Should there be any periods of no or poor data, the duration of data collection shall be extended to meet the minimum 365 calendar days.

8.0   SAMPLE DATA

As part of the evaluation process, the City may request a small set of sample data from the shortlisted Proponents(s) to perform additional QC/QA testing and validation against City-collected data from, including but not limited to:

- Traffic cameras,
- Traffic induction loops, and
- Manual counts.

This is for the purpose of comparing ground truth to the provided Data, ensuring the product will meet the specifications and quality standards needed for the objective.

Although there is no minimum requirement for probe count/number of samples, higher count is preferred.

- END OF PAGE -

PROFESSIONAL SERVICES AGREEMENT
(For information technology solutions)

Title: **Traffic Data Collection and Reporting for Congestion Analysis**

Reference No.: 1220-030-2024-051

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[<⌨ insert page numbers]

Title: Traffic Data Collection and Reporting for Congestion Analysis

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

AGREEMENT No.: 1220-030-2024-051

BETWEEN:

CITY OF SURREY
13450 – 104th Avenue
Surrey, British Columbia, V3T 1V8, Canada

(the "**City**")

AND:

_____

(☞ Insert Full Legal Name of Consultant)

(the "**Consultant**")

WHEREAS the City wishes to engage the Consultant to provide the Services and the Consultant agrees to provide the Services.

Traffic Data Collection and Reporting for Congestion Analysis

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

1.   INTERPRETATION

1.1   Definitions

In this agreement the following definitions apply:

"**City Data**" means all information, in writing (including electronic) form, created by or in any way originating with City, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement, that is stored on the cloud;

"**Dispute**" has the meaning set out in Section 19.1;

"**Documentation**" has the meaning set out in Section 2.4;

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

"**Indemnitees**" has the meaning set out in Section 7.4;

"**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 – Scope of Services;
Appendix 2 – Fees and Payment;
Appendix 3 – Time Schedule;
Appendix 4 – Personnel and Sub-Contractors;
Appendix 5 – Additional Services;
Appendix 6 – Service Level Agreement;
Appendix 7 – Privacy Protection Schedule;
Appendix 8 – Confidentiality Agreement; and
Appendix 9 – License Agreement.

2.   SERVICES

2.1   Services

The City hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the "**Services**").

2.2   Amendment of Services

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

2.3   Additional Services

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

2.4   Standard of Care

The Consultant will perform the Services in accordance with the Documentation and with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

The Contractor represents and warrants that the Services provided to the City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation.

Documentation shall mean, collectively, ranked in descending order of authority:

(a)   this Agreement including any amendment thereto;

(b)   all materials published or otherwise made available to City by the Contractor that relate to the functional, operational and/or performance capabilities of the Services;

(c)   all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by the Contractor that describe the functional, operational and/or performance capabilities of the Services;

(d)   the results of any interviews/demonstrations or tests provided by the Contractor to the City; and

(e)   any requests for information and/or requests for proposals and/or requests for quotations (or documents of similar effect) issued by the City, and the responses thereto from the Contractor, and any document which purports to update or revise any of the foregoing.

2.5   Term

The Consultant will provide the Services for a 1 (one) year period commencing on (START DATE) and terminating on (END DATE) (the "**Term**").

The City may at any time prior to 30 days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed 2 (two) one-year extensions. 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 Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the 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 Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

2.7   Software Upgrades

The Consultant shall supply at no additional cost:

(a)   updated versions of the software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers;

(b)   interface software that are developed by the Consultant for interfacing the Services to other software products; and

(c)   updated versions of the Services, that encompass improvements, extensions, maintenance updates, error corrections, security updates or other changes that are logical improvements or extensions of the original Services supplied to the City.

The Consultant shall maintain any and all third party software products at their most current version and at no additional charge. However, the Consultant shall not maintain any third party software versions, including one version back, if any such version would prevent the City from using any functions, in whole or in part, or would cause deficiencies in the system. If implementation of an upgrade to a third party software product requires additional personnel, the City and the Consultant shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, any additional charges to be paid by the City for such upgrade. Any additional costs that are charged by a third party software manufacturer for an upgrade to a third party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Consultant.

2.8   Enhancements

The Consultant shall provide the City with all Enhancements and associated Documentation that are provided as general releases of the software, in whole or in part, as part of the Services. Such Documentation shall be adequate to inform the City of the problems resolved including any significant differences resulting from the release which are known by the Consultant. The Consultant warrants that each such Enhancement general release shall be tested and perform according to the specifications. The Consultant agrees to correct corrupted City Data that may result from any system deficiency introduced by the Enhancement at no cost to the City. Enhancements to correct any deficiency shall be provided to the City at no additional cost and without the need for a Change Order.

3.   PERSONNEL AND SUB-CONTRACTORS

3.1   Qualified Personnel

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

3.2   Listed Personnel and Sub-Contractors

The Consultant will perform the Services using the professional personnel and sub-contractors as may be listed in Appendix 4, and the Consultant 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 Consultant's personnel or sub-contractors then the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant.

4.   LIMITED AUTHORITY

4.1   Agent of City

The Consultant is not and this agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant 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 perform the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services shall identify the Consultant by name and telephone number.

4.2   Independent Contractor

The Consultant 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 Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Section 3.4. The Consultant 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   Fees

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

5.2   Payment

Subject to any contrary provisions set out in this Agreement:

(a)   the Consultant will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees relating to the Services provided. Each Invoice should be sent **electronically** to: surreyinvoices@surrey.ca and include the following information:

(1)   an invoice number;

(2)   the Consultant's name, address and telephone number;

(3)   the City's reference number for the Services; P.O. # (to be advised)

(4)   the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any sub-contractor(s) that has/have performed services during the previous month;

(5)   the percentage of Services completed at the end of the previous month;

(6)   the total budget for the 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 Consultant;

(c)   the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;

(d)   if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and

(e)   all Invoices shall be stated in, and all payments made in, Canadian dollars.

5.3   Advance Payment Prohibited

Subject to any contrary provisions set out in this Agreement, the City does not accept requests for down payment or partial payment. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable after receipt and acceptance of satisfactory compliance.

5.4   Records

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

5.5   Non-Residents

If the Consultant 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 Consultant; or

(b)   the amount required under applicable tax legislation.

6.   CITY RESPONSIBILITIES

6.1   City Information

The City will, in co-operation with the Consultant make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate.   The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant'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 Consultant and respond to all requests for approval made by the Consultant pursuant to this agreement.

6.3   Notice of Defect

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

7.   WARRANTIES, INSURANCE AND DAMAGES

7.1   Warranty

The Contractor represents, warrants and agrees that:

(a)   the Contractor has all intellectual property rights necessary to provide the Services to the City in accordance with the terms of this Agreement;

(b)   the Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements;

(c)   the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any third party; and

(d)   there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right.

7.2   Third Party Warranties

The Contractor will assign to the City all third party warranties and indemnities that the Contractor receives in connection with any Services provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the

extent the Contractor is permitted to do so under the terms of the applicable third party agreements.

7.3 Disabling Code

The Contractor represents, warrants and agrees that the Services do not contain and City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or City Data (a "**Disabling Code**").

7.4 Indemnity

The Consultant 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 Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.5 Intellectual Property Infringement Indemnification

Contractor shall indemnify, defend and hold City harmless from any and all actions, proceedings, or claims of any type brought against City alleging that the Services and/or Documentation or City's use of the Services and/or Documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any third party. Contractor agrees to defend against, and hold City harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. City shall, after receiving notice of a claim, advise Contractor of it. City's failure to give Contractor timely notification of said claim shall not effect Contractor's indemnification obligation unless such failure materially prejudices Contractor's ability to defend the claim. City reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

If the Services and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any third party, or if it is adjudicated by a court of competent jurisdiction that the Services and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any third party, and City's use of the Services and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Contractor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for City the right to continue using the Services and/or Documentation free of any liability for infringement or violation; (b) modify the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to City; or (c) replace the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to City.

Contractor shall have no obligation to indemnify City for a claim if: (a) City uses the Services in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) City's use of the Services in combination with any product or system not authorized, approved or recommended by Contractor and such combination is the cause of the infringement or misappropriation.

No limitation of liability set forth elsewhere in this agreement is applicable to the Intellectual Property Infringement Indemnification set forth herein.

7.6   Survival of Indemnity

The indemnity described in Section 7.4 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.

7.7   Consultant's Insurance Policies

The Consultant 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 three million ($3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, 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 Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

(b)   professional errors and omissions insurance in an amount not less two million ($2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period;

(c)   automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million ($3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.8   Insurance Requirements

The Consultant 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 Consultant will, on request from the City, provide certified copies of all of the Consultant'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 Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

### 7.9	Consultant Responsibilities

The Consultant 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 Consultant acknowledges and agrees that the Consultant 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 Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

### 7.10	Limitation of Liability

In no event shall either party be liable for any loss of data, re-procurement costs, loss of profits, loss of use or for any other consequential, indirect, exemplary, special or incidental damages arising under or in connection with this Agreement, even if the other party has been advised of the possibility of such damages.

### 7.11	Additional Insurance

The Consultant 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.

### 7.12	Waiver of Subrogation

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

### 8.	TERMINATION

### 8.1	By the City

The City may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Consultant all amounts owing under this agreement for Services provided by the Consultant 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 Fees or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the 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 Consultant 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 Consultant or receiver or trustee in bankruptcy written notice; or

(b)   If the Consultant 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 Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

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

(a)   enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;

(b)   withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;

(c)   set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and

(d)   if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3   Curing Defaults

If the Consultant 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 Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. 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 Consultant.

9.   APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS

9.1   Applicable Laws and Policies

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.
The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.

9.2   Building Codes and By-Laws

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

9.3   Interpretation of Codes

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant 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.   INTELLECTUAL PROPERTY RIGHTS

Intellectual property is owned by the applicable content owner and, except as expressly set out herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property. For greater certainty:

(a)   the City acknowledges that the Contractor retains all right, title and interest in the Contractor's intellectual property. The City acknowledges that it does not, by virtue of receiving a license to use the Contractor's intellectual property, acquire any proprietary rights therein, other than the limited rights granted in this Agreement. The Contractor warrants that it is the sole owner of its intellectual property; and

(b)   the Contractor acknowledges that the City retains all right, title and interest in the City's intellectual property. The Contractor acknowledges that it does not, by virtue of receiving a license to use the City's intellectual property in order to customize the intellectual property, acquire any proprietary right to the City's intellectual property, other than the limited rights granted under this Agreement. The City warrants that it owns the City's intellectual property that it provides to the Contractor for the purpose of customizing the intellectual property.

Neither party may transfer or assign its rights and obligations under this Agreement without first obtaining the other party's prior written consent.

Upon termination or expiry of this Agreement, the Contractor shall remove the City's intellectual property from the software.

11.   RIGHTS AND LICENSE IN AND TO CITY DATA

The parties agree that as between them, all rights, in and to City Data shall remain the exclusive property of the City, and the Contractor has a limited, nonexclusive license to access and use these City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

All City Data created and/or processed by the Services is and shall remain the property of the City and shall in no way become attached to the Services, nor shall the Contractor have any rights in or to the City Data.

This Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Agreement.

The City retains the right to use the Services to access and retrieve City Data stored on the Contractor's Services infrastructure at any time at its sole discretion.

12. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

12.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the 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 Services.

12.2 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 7 – Privacy Protection Schedule, and to Appendix 8 Confidentiality Agreement. The Privacy Protection Schedule and Confidentiality Agreement attached to this agreement forms a part of and is incorporated into this agreement.

13. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR CITY DATA

Except as otherwise expressly prohibited by law, the Contractor will:

(a)   if required by a court of competent jurisdiction or an administrative body to disclose City Data, the Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

(b)   consult with the City regarding its response;

(c)   cooperate with the City's reasonable requests in connection with efforts by the City to intervene and quash or modify the legal order, demand or request; and

(d)   upon the City's request, provide the City with a copy of its response.

If the City receives a subpoena, warrant, or other legal order, demand or request seeking City Data maintained by the Contractor, the City will promptly provide a copy to the Contractor. The Contractor will supply the City with copies of City Data required for the City to respond within forty-eight (48) hours after receipt of copy from the City, and will cooperate with the City's reasonable requests in connection with its response.

14. PROTECTION OF PERSONAL INFORMATION

If, during the performance of the Services, the Consultant has access to any personal information (as that term is defined in the *Freedom of Information and Protection of Privacy Act*), the Privacy

Protection Schedule and Confidentiality Agreement (both of which are attached to this Agreement) apply and form a part of and are incorporated into this Agreement.

15. CITY DATA PRIVACY

The Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for City's sole benefit, and will not share such City Data with or disclose it to any third party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, the Contractor will not use such City Data for the Contractor's own benefit and, in particular, will not engage in "City Data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.

The Contractor will provide access to City Data only to those Contractor employees, agents, personnel, contractors and subcontractors who need to access the City Data to fulfill the Contractor's obligations under this Agreement. The Contractor will ensure that, prior to being granted access to the City Data, the Contractor's employees, agents or personnel who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all City Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the Contractor's employees, agents and personnel's duties and the sensitivity of the City Data they will be handling.

The Contractor will ensure it maintains the confidentiality, integrity and availability of City Data by ensuring appropriate security controls are applied.

15.1 Return of Property

The Consultant 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.

Upon termination or expiration of this Agreement, the Contractor will ensure that all City Data is securely transferred to the City, or a third party designated by the City, within ten (10) calendar days of any such event. The Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the City, and that the City will have access to City Data during the transition. In the event that it is not possible to transfer the aforementioned City Data to the City in a format that does not require proprietary software to access the City Data, the Contractor shall provide the City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the City Data.

16. USE OF WORK PRODUCT

The Consultant 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 Consultant.

17. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

The Consultant 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 or upon any work or service which is the subject of this agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant 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.

The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1* as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant 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 Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant 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.

The Consultant 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.

The City may, on twenty-four (24) hours written notice to the Consultant, 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 Consultant or otherwise, any deficiency or immediate hazard.

The Contractor understands and undertakes to comply with all the 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)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

18.   BUSINESS LICENSE

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

19.   DISPUTE RESOLUTION

19.1   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 19.

(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.

20.   JURISDICTION AND COUNCIL NON-APPROPRIATION

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.

The Consultant 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 Consultant 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.

21. GENERAL

21.1 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 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 Services.

21.2 Amendment

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

21.3 Consultant Terms Rejected

In the event that the Consultant 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.

21.4 Survival of Obligations

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

21.5 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.

21.6 Notices

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

(a) The City:

City of Surrey, Surrey City Hall
<⌨ **insert department/division/section name>**
13450 – 104th Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: <⌨ **insert contact name>**
<⌨ **insert title>**

Business Fax No.:   <☎   **insert>**
Business Email: <☎   **insert>**

(b)   The Consultant:

        <☎   **insert name and address>**

Attention: <☎   **insert contact name>**
                <☎   **insert title>**

Business Fax No.:   <☎   **insert>**
Business Email: <☎   **insert>**

21.7   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.

21.8   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.

21.9   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.

21.10 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.

21.11 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.

21.12 Force Majeure

Neither party shall be liable to the other for failure or delay of performance hereunder due to causes beyond its reasonable control. Such delays include, but are not limited to, earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, riots, or civil disturbances. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the event, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

The performing party may terminate or suspend its performance under this Agreement if the non-performing party fails to perform its obligations under this Agreement for more than fifteen (15) consecutive calendar days. City's payment obligations shall be suspended automatically if it is denied access to the Services for more than five (5) hours in any twenty-four (24) hour period.

21.13 Authority to Enter Agreement

Each party represents and warrants that it has the right to enter into this Agreement. The Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. The Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. The Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services.

21.14 Service Level Agreement

The Contractor warrants that all resolution and response times as described in Appendix 6 – Service Levels and *Appendix 9 – Licence Agreement*. shall be adhered to.

21.15 Enurement

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

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.

_____
PRINT NAME OF AUTHORIZED SIGNATORY
Position of Authorized Signatory

[✍   INSERT FULL LEGAL NAME OF CONSULTANT]
I/We have the authority to bind the Consultant.

_____
PRINT NAME OF AUTHORIZED SIGNATORY
Position of Authorized Signatory

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

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

APPENDIX 6 – SERVICE LEVEL AGREEMENT

APPENDIX 7 – PRIVACY PROTECTION SCHEDULE

APPENDIX 8 – CONFIDENTIALITY AGREEMENT

APPENDIX 9 – LICENSE AGREEMENT

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **Traffic Data Collection and Reporting for Congestion Analysis**

RFP Reference No.:   **1220-030-2024-051**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail 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 Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

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

Schedule C-1 – Statement of Departures;
Schedule C-2 – Proponent's Experience, Reputation and Resources;
Schedule C-3 – Proponent's Technical Proposal (Goods and Services);
Requirements Response;
Schedule C-4 – Proponent's Technical Proposal (Time Schedule);
Schedule C-5 – Proponent's Financial Proposal.

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

4.0   **I/We confirm** that, if I/we am/are awarded a contract, I/we will at all times be the "prime contractor" as provided by the *Worker's Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the 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 this **[day]** day of **[month], [year]**.

I/We have the authority to bind the Proponent.

_____
(Legal Name of Proponent)

_____   _____
(Signature of Authorized Signatory)   (Signature of Authorized Signatory)

_____   _____
(Print Name and Position of Authorized Signatory)   (Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, 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) <u>Workers' Compensation</u> 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) <u>Prime Contractor</u> qualified coordinator is Name: _____ and Contact Number: _____;
    (c) <u>Insurance</u> 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 Consultants Certificate of Insurance;
    (d) If applicable, City of Surrey or Intermunicipal <u>Business License</u>: Number _____;
    (e) If the Consultant's Services are subject to GST, the Consultant's <u>GST Number</u> is _____; and
    (f) If the Consultant is a company, the <u>company name</u> indicated above is <u>registered</u> 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 Contract 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 services similar to those required by the RFP;

(iii)   Proponent's demonstrated ability to provide the Services;

(iv)   Proponent should describe their capability, capacity and plans for developing and supporting the deliverables. The objectives for this RFP are as set out in Schedule A;

(v)   Using a format similar to the following, provide a summary of similar relevant contracts entered into by the Proponent in which the Proponent performed services comparable to the Services as described in Schedule A, including the jurisdiction of the contract performed, the contract value, the date of performance. The City's preference is to have a minimum of three references.

Name of client's organization:	
Reference Contact Information:	**Name:** **Phone Number:** **Email Address:**
How long has the organization been a client of the Proponent?	
Provide the installation date of the comparative system, and any relevant comments.	
Description of comparative system - Please be specific and detailed.	
Information on any significant obstacles encountered and resolved for this type of Service.	

(vi)   Proponent's financial strength (with evidence such as financial statements, bank references);

Project Approach – Team Roles

(vii)   Proponents should provide an outline of the resource roles and estimated effort required for this project. (use the spaces provided and/or attach additional pages, if necessary):

Role	Name	Forecasted Project Days/Hrs.

(viii)   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: _____
       _____
       _____

Sub-Contractors

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

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

- END OF PAGE -

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

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

(i)   A description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;

(ii)   Provide in detail how Proponent's proposed Solution meets the needs identified in this RFP.

(iii)   Provide an overview of the existing/historical data that you have access to, including but not limited to sample data or screenshots of user interface for application/webpage demonstrating the data at one or more intersection(s) (intersection can be located outside of the City of Surrey for demonstration purposes).

(iv)   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;

(v)   Provide any agreements that the Proponent would expect the City to execute, such as a support agreement, licensing agreement, service level agreement, etc.; and

(vi)   QC/CA Testing: Provide sample testing and validation the Proponent is proposing against the City-collected data.

- END OF PAGE -

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

Proponents should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary):

Deliverables	Service Start Date	Work Product Delivery Date	City Review Period	
			Start Date	Completed Date
	-	-	-	-

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

1. Indicate the Proponent's proposed fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

2. **Pricing Breakdown:**

Item No.	Description	Estimated Quantity	Unit	Rate
1.1	12-month range for intersections (travel speed [travel time], queue lengths, and traffic volume)	1 to 100	Ea	
1.2	12-month range for intersections (travel speed [travel time], queue lengths, and traffic volume)	101 to 250	Ea	
1.3	12-month range for intersections (travel speed [travel time], queue lengths, and traffic volume)	250+	Ea	
2.1	All Data for 1 month time frame		1 Lot	
2.2	All Data for 12 month time frame		1 Lot	
3	*Expand as needed…*			
4				
Currency: CAD				

3. **Optional – Pricing Breakdown, Historical Data**

Item No.	Description	Estimated Quantity	Unit	Rate
1.1	12-month historical range for intersections (travel speed [travel time], queue lengths, and traffic volume)	1 to 100	Ea	
1.2	12-month historical range for intersections (travel speed [travel time], queue lengths, and traffic volume)	101 to 250	Ea	
1.3	12-month historical range for intersections (travel speed [travel time], queue lengths, and traffic volume)	250+	Ea	
2	*Expand as needed…*			
3				
Currency: CAD				

4. **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:

5. Payment Terms:

A cash discount of _____% will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.

ATTACHMENT 1 – 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*, R.S.B.C. 1996, c. 165, including any regulation made under it, as may be amended or replaced from time to time;

    (c)   "**Agreement**" means the agreement between the City and the Contractor to which this Schedule is attached;

    (d)   "**business day**" means any day that is not a Saturday, Sunday or statutory holiday;

    (e)   "**City**" means the City of Surrey;

    (f)   "**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;

    (g)   "**Contractor**" means the person retained to perform the services under the Agreement:

    (h)   "**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 City and the Contractor dealing with the same subject matter as the Agreement;

    (i)   "**privacy course**" means the City's online privacy and information sharing training course or another course approved by the City; and

    (j)   "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

    (k)   "**service provider**" means a person retained under a contract to perform services for a public body; and

    (l)   "**Third Party Hosting Provider**" means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor.

Purpose

2. The purpose of this Schedule is to:

    (a)   enable the City to comply with the City's 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 the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3.   The Contractor acknowledges and agrees that:

(a)   it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

(b)   unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the City; and

(c)   unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4.   Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5.   Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about unless:

(a)   the City provides personal information to the Contractor;

(b)   the Agreement otherwise specifies; or

(c)   the City otherwise directs in writing.

6.   Unless the Agreement otherwise specifies or the City otherwise directs in writing, where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a)   the purpose for collecting it;

(b)   the legal authority for collecting it; and

(c)   the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

Privacy Training

7.   The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will

complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8.   The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9.   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 City to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10.   If the Contractor receives a request for access to personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access. If the City has advised the Contractor of the name or title and contact information of an official of the City 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

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

12.   When issuing a written direction under section 11, the City must advise the Contractor of the date the correction request was received by the City in order that the Contractor may comply with section 13.

13.   Within 5 business days of correcting or annotating any personal information under section 11, 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 received by the City, the Contractor disclosed the information being corrected or annotated.

14.   If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City 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

15.   Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the

Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16.   The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.

17.   The Contractor must not change the location where personal information is stored without receiving prior authorization of the City in writing.

18.   Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the City upon request.

19.   The Contractor will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the City.

Retention of Personal Information

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

Use of Personal Information

21.   Unless the City 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. For clarity, unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

22.   Where the Contractor has or generates metadata as a result of services provided to the City, where that metadata is personal information, the Contractor will:

   (a)   not use it or disclose it to any other party except where the Agreement otherwise specifies; and

   (b)   remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

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

24.   If in relation to personal information, the Contractor:

(a)   receives a third party request 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 third party request for disclosure; or

(c)   has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third party request for disclosure,

subject to section 25, the Contractor must immediately notify the City.

25.   If the Contractor receives a third-party request described in section 24(a) or (b) but is unable to notify the City as required by section 24, the Contractor must instead:

(a)   use its best efforts to direct the party making the third party request for disclosure to the City;

(b)   provide the City with reasonable assistance to contest the third party request for disclosure; and

(c)   take reasonable steps to challenge the third party request for disclosure, including by presenting evidence with respect to:

(i)   the control of personal information by the City as a public body under the Act;

(ii)   the application of the Act to the Contractor as a service provider to the City;

(iii)   the conflict between the Act and the third party request for disclosure; and

(iv)   the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third party request for disclosure.

Notice of Unauthorized Disclosure

26.   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, the Contractor must immediately notify the City.

27.   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 City 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.

Inspection of Personal Information

28.   In addition to any other rights of inspection the City may have under the Agreement or under statute, the City 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

29.   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 regulation made under the Act and the terms of this Schedule; and

(b)   any direction given by the City under this Schedule.

30.   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.

31.   The Contractor will provide the City with such information as may be reasonably requested by the City to assist the City in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

32.   If for any reason the Contractor does not comply or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the City 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

33.   In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City 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

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

35.   Any reference to "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 the requirements of the Act applicable to them.

36.   This Schedule will supersede and replace any Privacy Protection Schedule attached to

any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement.

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

38. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

39. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

40. 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.

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ATTACHMENT 2 – CONFIDENTIALITY AGREEMENT

Definitions

1. In this Schedule:

    (a) "**access**" means disclosure by the provision of access;

    (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, including any regulation made under it, as may be amended or replaced from time to time;

    (c) "**Agreement**" means the agreement between the City and the Contractor to which this Schedule is attached;

    (d) "**business day**" means any day that is not a Saturday, Sunday or statutory holiday;

    (e) "**City**" means the City of Surrey;

    (f) "**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;

    (g) "**Contractor**" means the person retained to perform the services under the Agreement:

    (h) "**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 City and the Contractor dealing with the same subject matter as the Agreement;

    (i) "**privacy course**" means the City's online privacy and information sharing training course or another course approved by the City; and

    (j) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

    (k) "**service provider**" means a person retained under a contract to perform services for a public body; and

    (l) "**Third Party Hosting Provider**" means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor.

Purpose

2. The purpose of this Schedule is to:

    (a) enable the City to comply with the City's 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 the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3.   The Contractor acknowledges and agrees that:

   (a)   it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

   (b)   unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the City; and

   (c)   unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4.   Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5.   Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about unless:

   (a)   the City provides personal information to the Contractor;

   (b)   the Agreement otherwise specifies; or

   (c)   the City otherwise directs in writing.

6.   Unless the Agreement otherwise specifies or the City otherwise directs in writing, where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

   (d)   the purpose for collecting it;

   (e)   the legal authority for collecting it; and

   (f)   the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

Privacy Training

7.   The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will

complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8.   The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9.   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 City to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10.   If the Contractor receives a request for access to personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access. If the City has advised the Contractor of the name or title and contact information of an official of the City 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

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

12.   When issuing a written direction under section 11, the City must advise the Contractor of the date the correction request was received by the City in order that the Contractor may comply with section 13.

13.   Within 5 business days of correcting or annotating any personal information under section 11, 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 received by the City, the Contractor disclosed the information being corrected or annotated.

14.   If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City 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

15.   Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the

Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16.   The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.

17.   The Contractor must not change the location where personal information is stored without receiving prior authorization of the City in writing.

18.   Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the City upon request.

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   (c)   take reasonable steps to challenge the third party request for disclosure, including by presenting evidence with respect to:

      (v)   the control of personal information by the City as a public body under the Act;

      (vi)   the application of the Act to the Contractor as a service provider to the City;

      (vii)   the conflict between the Act and the third party request for disclosure; and

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Termination of Agreement

33.   In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City 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.

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

35.   Any reference to "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 the requirements of the Act applicable to them.

36.   This Schedule will supersede and replace any Privacy Protection Schedule attached to

any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement.

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

38.   If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

39.   The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

40.   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.

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