Request for Proposal No. 1379

Supply, Installation of Pay Parking Meters, Citation System, Revenue Collection & Maintenance

Issue Date: December 7, 2012

Closing Location:
Purchasing Department
2020 Labieux Road
Nanaimo, BC V9T 6J9

Closing Date and Time:
Proposals must be received at the Purchasing Department prior to:
3:00 p.m. (15:00 hrs) Pacific Time, Friday, January 18, 2013

Enquires Are To Be Directed in Writing To:
Randy Churchill, Manager of Bylaw, Regulation & Security
Email: randy.churchill@nanaimo.ca
Prior to Friday, January 11, 2013 end of business day, Pacific Time

Mandatory Site Meeting
The mandatory site meeting for the Supply, Installation of Pay Parking Meters, Citation System, Revenue Collection & Maintenance will commence at 1:00 p.m., Pacific Time on Friday, December 14, 2012 at City Hall Board Room, Top Floor, 455 Wallace Street, Nanaimo, BC. This will be an opportunity for Proponents to ask questions and view the Parkades and Surface Lots. Proponents are forewarned that this mandatory site meeting may take a few hours and Proponents should plan accordingly. The Proponent attending must be a principal of the Company or a Senior Manager employed by the Company with an understanding of the requirements described in this RFP document. Only those Proponents attending the mandatory site meeting will be eligible to submit a Proposal.
RFP #1379 Supply, Installation of Pay Parking Meters, Citation System, Revenue Collection & Maintenance

Table of Contents

1.0 Overview .................................................................................................................. 3
2.0 Instructions to Proponents ......................................................................................... 3 – 11
3.0 General Terms and Conditions ................................................................................. 11 – 18
4.0 Evaluation and Selection .......................................................................................... 18 – 21

Appendix ‘A’ Proposal Response Format and Content .................................................. 1 - 3
Appendix ‘B’ Specifications ............................................................................................ 1 - 22
Appendix ‘C’ Sample Proposal Covering Letter ............................................................. 1
Appendix ‘D’ Contractor Reporting Fuel Consumption Instructions ................................. 1
Appendix ‘E’ Contractor Fuel Consumption Worksheet .................................................. 1
Appendix ‘F’ Receipt Confirmation Form ......................................................................... 1
Appendix ‘G’ Proponent Mandatory Questionnaire Response Form
Appendix ‘H’ Multi Space Meter Technical Specification Response Form
Appendix ‘I’ Financial Proposal Response Form
Appendix ‘J’ Kiosk
Section 1.0 Overview

1.1 The City of Nanaimo (the “City”) is inviting proposals from Professional Parking Management companies to supply and install Pay Parking Meters and associated Software, supply a Citation System including hardware and software, provide Revenue Collection Services and Maintenance Services for the Pay Parking Meters and provide general facility Maintenance Services for the City Parkades and Surface Lots.

1.2 The City contemplates that a Proponent will be a professional company in the Parking Management services industry with a minimum of ten (10) years experience dealing successfully with parking operations of the size and complexity of the requirements of this RFP document or a minimum of five (5) years’ experience operating parking in a municipal environment.

1.3 Proponents are to provide the highest possible level of customer service to City’s employees and the general public.

1.4 Note: The timelines for this RFP are very tight to have full implementation by the start of the April 1, 2013. Proponents should address this time frame in their Proposal. If unable to meet this implementation start date, Proponents are to provide an alternate timeline.

Section 2.0 Instructions to Proponents

2.1 Request for Proposal Terminology
The following terms will apply to this Request for Proposal and to any subsequent Contract. A submission in response to this RFP indicates acceptance of all the following terms:

(a) “Additional Expenses” or plural thereof means the amounts charged by the Contractor for additional supplies or maintenance services provided outside of those included within the fixed fee agreements.

(b) “Citation System” means any and all equipment, hardware and software utilized as part of the enforcement system used to manage the City on-street parking operation.

(c) “City” means the City of Nanaimo.

(d) “City Designate” means the person acting on behalf of the City in the management of the Parking who will act as the liaison between the Contractor and the City.

(e) “Collection Fee” or plural thereof means the amount charged by the Contractor to the City for the provision of Revenue Collection and reporting services exclusive of all applicable taxes.

(f) “Contract” “Agreement” means the acceptance of a Proponent’s Proposal and the written Agreement executed by both parties.

(g) “Contractor” means the successful Proponent who the City has entered into a written Agreement with.
(h) “must” “mandatory” “shall” means a requirement that must be met in order for a Proposal to receive consideration.

(i) “Operational Fee” or plural thereof means the amount charged by the Contractor to the City for providing Maintenance Services for the Parking Equipment, Parkades and Surface Lots exclusive of all applicable taxes.

(j) “Parkade” “Surface Lots” or plural thereof means all the City’s property identified in Appendix ‘B’, Section 6.0.

(k) “Parking Equipment” means any and all equipment hardware utilized in the parking operations including but not limited to Pay Parking Meters, Citation System hardware and all ancillary equipment necessary for a successful Parking operation.

(l) “Parking System” means all facets of the parking operation including the hardware, software and any hosted environment that is required for the City Parking to be fully operational.

(m) “Parking” means any and all parking operations both at the Parkades and Surface Lots.

(n) “Pay Parking Meter” or plural thereof means equipment that accepts multiple methods of payment and issues a ticket for parking and used in the off-street Parking Operations.

(o) “Proponent” or plural thereof means an individual or company that intends to submit a Proposal in response to this Request for Proposal.

(p) “Proposal” means the complete Proposal document submitted in accordance with the terms and conditions of this Request for Proposal.

(q) “Rental Fee” or plural thereof means the amount charged by the Contractor to the City for the Parking Management Services exclusive of all applicable taxes.

(r) “Request for Proposal” “RFP” means this document and all of its contents, attachments and addendum thereto as issued by the City.

(s) “Revenue” is any money in any form (cash, cheque, credit, debit, etc.) collected by the Contractor from employees or other customers in exchange for rental of parking or use of the parking lots on the Site. All Revenue shall be the sole property of the City without right of set-off by the Contractor.

(t) “should” “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

(u) “Work” “Service” or plural thereof means all costs associated with the administration of the service, including, but not limited to: , collection, control, deposit and accounting to pay parking revenue, monitoring, compiling reports/data, ensuring ticket dispensers are operational and repairing/replacing as required, maintaining all equipment and signs to ensure operation and presentation (i.e. cleaning, removing stickers/graffiti, etc.).
2.2 Mandatory Site Meeting
The mandatory site meeting for the Supply, Installation of Pay Parking Meters, Citation System, Revenue Collection Services & Maintenance will commence at 1:00 p.m., Pacific Time on Friday, December 14, 2012 at City Hall Board Room, Top Floor, 455 Wallace Street, Nanaimo, BC.

Proponents are forewarned that this mandatory site meeting may take a few hours and Proponents should plan accordingly.

The Proponent attending must be a principal of the Company or a Senior Manager employed by the Company with an understanding of the requirements described in this RFP document.

The purpose is to review the RFP process, specifications, view Parkades and Surface Lots and will also be an opportunity for Proponents to ask questions.

Oral responses at the meeting shall not be binding upon the City. The City will issue written responses that materially impact upon the RFP documents in the form of written addenda.

It is mandatory that Proponents attend this meeting. Proponents that do not attend this meeting shall not be considered in the RFP process. Proponents must sign the Attendance Sign-In sheet as proof of attendance.

2.3 Closing Date & Time
Proposals must be received by the Purchasing Department prior to 3:00 p.m. (15:00 hrs), Pacific Time, Friday, January 18, 2013 (the “closing date & time) by one (1) of the following two (2) methods:

i. By hand/courier delivery to the only acceptable address and department: Purchasing Department, 2020 Labieux Road, Nanaimo, BC V9T 6J9. The Proposal should be enclosed in a sealed envelope, clearly marked “RFP 1379 Supply, Installation of Pay Parking Meters, Citation System, Revenue Collection & Maintenance” and should include one (1) hard copy of the Proposal and one (1) electronic copy on CD/DVD or USB flash drive. It is the Proponent’s sole responsibility to ensure the hard copy, CD/DVD; USB flash drive submission contains the same information. The City of Nanaimo will not be liable for any discrepancy between the hard copy submission and the electronic copy;

OR

ii. Electronically submitted at the only acceptable email address: purchasinginfo@nanaimo.ca

Please note: Maximum email file size limit is 8MB, or less.

Proposals received after the “closing date & time” will not be considered.

Proposals received by facsimile will not be considered.

It is the Proponent’s sole responsibility to ensure they allow themselves enough time to submit their Proposal to the Purchasing Department.
The wall clock in the Purchasing Department Office is the official time piece for the receipt of all Proposals delivered by hand/courier.

Electronically submitted Proposals shall be deemed to be successfully received when displayed as new email has been received by the Purchasing Department at the City of Nanaimo. The City of Nanaimo will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc.

2.4 Estimated Time- Frames
The following timetable outlines the anticipated schedule for this Request for Proposal and contract process. The timing and the sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the City.

<table>
<thead>
<tr>
<th>Event</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal issued</td>
<td>December 7, 2012</td>
</tr>
<tr>
<td>Proponent’s Mandatory Site Meeting</td>
<td>1:00 p.m., Pacific Time, Friday, December 14, 2012</td>
</tr>
<tr>
<td>Last day for questions</td>
<td>End of Business Day, January 11, 2013</td>
</tr>
<tr>
<td>RFP closing date &amp; time</td>
<td>3:00 p.m. (15:00 hours), Pacific Time, Friday, January 18, 2013</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>Week of February 11, 2013</td>
</tr>
<tr>
<td>Implementation (planning, scheduling, set-up, etc.)</td>
<td>Week of February 11, 2013</td>
</tr>
</tbody>
</table>

2.5 Receipt Confirmation Form – Appendix ‘F’
For any further distributed information about this Request for Proposal, please return this form by fax to 250.756.5327 or email to purchasinginfo@nanaimo.ca. Proponents are to note all subsequent information will also be posted on BC Bid website at www.bcbid.gov.bc.ca and the City of Nanaimo website at www.nanaimo.ca. The City will attempt to send information directly to Proponents that have returned the Receipt Confirmation Form, but it is the responsibility of the Proponents to ensure that all information has been received.

2.6 Enquiries
All enquiries related to this Request for Proposal are ONLY to be directed, in writing; to the following person (email is the preferred form of communication):

Specification Enquiries
Attn: Randy Churchill, Manager – Bylaw, Regulation & Security
Phone: 250.755.4474 Email: randy.churchill@nanaimo.ca

Proposal Process Enquiries
Silvia Reid, SCMP
Buyer
Phone: (250) 756-5318 Email: silvia.reid@nanaimo.ca

Enquiries after Friday, January 11, 2013 Pacific Time will only be answered at the discretion of the City if time permits.
Information obtained from any other person or source is not official and are not to be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the City’s option and will be distributed in the form of written addenda issued by the Purchasing Department.

2.7 Addenda
If the City determines that an addendum is required to this RFP, the City’s Purchasing Department will issue an addendum and such an addenda will be posted on the BC Bid website at www.bcbid.gov.bc.ca, the City of Nanaimo website at www.nanaimo.ca. While the City will attempt to send information to Proponents who have returned the Receipt Confirmation Form, it is the sole responsibility of the Proponent to check for amendments on the BC Bid and City of Nanaimo websites issued up the “closing date & time”.

Each addendum will be incorporated into and become part of the RFP document. No addendum of any kind to the RFP is effective unless it is contained in a written addendum issued by the City’s Purchasing Department.

2.8 Signed Proposals
The Proposal must be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal. The Proponent should ensure its Proposal includes a letter or statement(s) substantially similar in content to the sample Proposal Covering Letter provided in Appendix ‘C’.

2.9 Examination of RFP Document
Each Proponent shall, before submitting its Proposal, be responsible for thoroughly examining the RFP Document, Parkades and Surface Lots and satisfy itself as to the nature and location of the installation, local conditions, the resources / equipment needed, the means of access to the parking lots/grounds and all other Parkade and Surface Lot conditions, all laws, safety and security requirements, by-laws, regulations, ordinances, codes, licensing, and permit requirements, availability of all services required for the Services and all other circumstances which could affect the Proponents Proposal or fulfillment of the Contract and performance of any equipment offered or installed, or Revenue Collection Services or Maintenance of Pay Parking Meters or Maintenance of Parkades and Surface Lots.

2.10 Liability for Errors
While the City has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

Nothing in this Request for Proposal is intended to relieve Proponents from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal. Proponents will be solely responsible to ensure their Proposal meets all requirements of the Request for Proposal, to advise the City immediately of any apparent discrepancies or errors in the Request for Proposal, and to request clarification if in doubt concerning the meaning or intent of anything in the Request for Proposal.
2.11 **Proponent's Expenses**
Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the City, if any. If the City elects to reject all Proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.12 **Limitation of Damages**
Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it will not claim for damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of any amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

2.13 **Changes to Proposal Wording**
The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the City for the purposes of clarification.

2.14 **Firm Pricing**
Prices will be firm for the entire Contract period unless this Request for Proposal specifically states otherwise.

2.15 **Currency and Taxes**
All prices are in Canadian Dollars exclusive of all applicable taxes.

2.16 **Error in Pricing**
In the case of conflict between unit pricing and any extended totals, unit pricing will govern.

2.17 **Conflict of Interest**
By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

2.18 **Non-solicitation**
Proponents and their agents are cautioned that solicitations of City staff, other than the identified City contact person, or members of the City Council or any Committee or Commission formed by or associated with the City during the tender period, or, anytime prior to award, may be cause for rejection of the Proposal, as this will be viewed as one Proponent seeking an unfair advantage over other Proponent.

2.19 **Acceptance of Proposals**
(a) This Request for Proposal should not be construed as an Agreement to purchase goods or services. The City is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral from any Proponent.
(b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval from any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.20 Privilege Provisions
The City reserves the right to:

(a) Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP; or

(b) Accept a Proposal which is not the lowest priced, even if the lowest priced Proposal conforms in all aspects with the RFP; or

(c) Award an Agreement in full, in part, or to split an award with more than one Proponent on the basis of Proposals received, as it deems appropriate and in the City’s best interests; or

(d) To reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind; or

(e) To reject any or all Proposals at any time prior to execution of an Agreement; or

(f) To waive minor informalities, irregularities or other deficiencies in any Proposal; or

(g) To accept a Proposal which does not conform strictly to the requirements of the Proposal documents; or

(h) Amend or revise the RFP by addenda up to the specified closing date and time; or

(i) To assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City’s sole estimation, the personnel and/or resources of the Proponent are insufficient; or

(j) To award a Contract to the Proponent other than the one with the most points, if, in the City’s sole determination, another Proposal is determined to be the “Best Value” to the City, taking into consideration the price and evaluation criteria of the RFP.

2.21 Right to Cancel the RFP Process
The City reserves the right in its sole discretion to postpone or cancel this RFP process at any time and may in its discretion, elicit offers from other parties (whether or not such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating with any party if:

(a) Only one Proposal is received; or

(b) A suitable Proponent has not been selected; or

(c) At any time prior to entering into a executed Agreement with the successful Proponent; or
(d) Approval is not granted by the City of Nanaimo Council, or Assistant City Manager/GM, or Director of Finance as outlined in the City of Nanaimo’s Council Policy Purchasing Policies; or

(e) All Proposal(s) exceed the City’s set budget for this RFP.

2.22 Litigation Clause
The City may, in its absolute discretion, reject a Proposal submitted by Proponents if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in a legal action against the City, its elected or appointed officers and employees in relation to:

Any other Contract for works or Services; or
Any matter arising from the City’s exercise of its powers, duties or functions under the Local Government Act for another enactment

Within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, 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 the City is likely to incur increased employees and legal costs in the administration of this Contract if it is awarded to the Proponent.

2.23 Ownership of Proposal and Freedom of Information
All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the Freedom of Information and Privacy Protection Act (FOIPPA).

Nothing contained in this RFP document shall create a contractual relationship between a Proponent and the City.

2.24 Withdrawal of Proposals
Proponents may withdraw their Proposal at any time prior to the RFP “closing date & time” by submitting a written withdrawal letter to the Purchasing Department via email: purchasinginfo@nanaimo.ca, attention: Silvia Reid, Buyer.

2.25 Proposal Validity
Proposals shall be irrevocable and shall remain open for acceptance by the City for at least ninety (90) calendar days after the RFP “closing date and time”. The City may elect to extend the Proposal validity duration beyond ninety (90) calendar days with written notice to the Proponents.

2.26 Working Language of the City
The working language of the City is English and all responses to this Request for Proposal must be in English.

2.27 Debriefing
At the conclusion of the Request for Proposal process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the City.
Section 3.0 General Terms and Conditions

3.1 Definition of Contract
Notice in writing to a Proponent that is has been identified as the successful Proponent and the subsequent full execution of a written Agreement will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

3.2 Form of Contract
(a) By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a written Agreement with the City in accordance with the terms and conditions of this RFP.

(b) The Agreement will include the terms and conditions of the RFP, the Proponents Proposal submission, all attachments, any amendments. The City will not be incorporating any unknown or hidden terms or conditions into a Contract.

(c) Any changes to the Agreement after it is issued will be by way of a modification and will only be legally binding upon prior mutual agreement in writing by the parties to the Agreement.

3.3 Business License
The successful Proponent will obtain and maintain throughout the term of this Agreement a valid City of Nanaimo business license.

3.4 Compliance with Law
The Contractor will comply with all laws, statutes and regulations pertaining to the Contractor’s obligations set out in the Contract including, without limitation, the provisions of the Workers’ Compensation Act, the Highways Act, the Employment Standards Act, and the Motor Vehicle Act and the respective regulations there under. For greater certainty, but not so as to limit the generality of the foregoing, the Contractor shall comply with and conform to all federal, provincial and municipal laws and the requirements of all federal, provincial and municipal authorities pertaining to the lawful management and operation of the Parking pursuant to the Contract. Unless the City notifies the Contractor to the contrary, the Contractor shall obtain and maintain a municipal business license throughout the term of the Agreement.

3.5 Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of Vancouver, British Columbia and agree that any action under this Agreement shall be brought in such courts.

3.6 Sub-Contracting
(a) Using a sub-contractor (who should be clearly identified in the Proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to
take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.

(b) Sub-contracting to any firm or individual whose current or past performance or other interests may, in the City's opinion, give rise to conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

(c) Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. No additional sub-contractors will be added, nor other changes made, to this list in the Contract without the written consent of the City.

3.7 Indemnification
The Contractor agrees to indemnify, defend and save harmless the City of Nanaimo, including without limitation, its Council Members, agents, servants and employees from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officers, director or sub-contractor the Contractor pursuant to the Contract excepting always liability out of the independent acts of the City.

3.8 Insurance Requirements
The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City:

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 Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and Contractors liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insured, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice.

b) **Automobile Liability Insurance** on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million ($3,000,000) dollars per occurrence for bodily injury, death and damage to property.

c) **Contractor's Equipment Insurance** in an all risks form covering construction machinery and equipment used for the performance of the Services.

d) **Bonding:** The Contractor shall upon the written request of the City ensure that those of its Workers whom the City requires to be bonded are bonded promptly and in a manner satisfactory to the City, at NO cost assumed by the City. The Contractor
further covenants and agrees with the City to provide written proof of completion of such bonding arrangements within ten (10) workings days of the Contractor's receipt of the request therefore from the City or within such additional period as the City may agree to in writing.

All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

If the insurance policy(ies) expire before the end of the term of this Contract, the Contractor must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this Section in its sole discretion.

Copies of all insurance renewals shall be provided to the City on an annual basis as requested, for the duration of the Contract.

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

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

The insurance certificate shall name the City of Nanaimo as an additional insured and shall be in a format acceptable to the City.

No Contract will be awarded to any Contractor who cannot meet the insurance requirements.

3.9 WorkSafe BC
The Contractor and any of its sub-contractors shall be required to provide proof of good and active standing with the Workers Compensation Board of B.C. Such compliance shall be maintained for the duration of the Contract otherwise the City may terminate the Contract without penalty or liquidated damages being assessed by the Contractor against the City.

3.10 Assignment and Sub-Contracting
The Contractor shall not, without the prior written approval of the City:

(a) Assign, either directly or indirectly, this Contract or any right of the Contractor under this Contract; or

(b) Sub-contract any obligation of the Contractor under this Contract.

3.11 Force Majeure
Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, explosions, floods, strikes, work stoppages or slowdowns or other industrial
disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunications facilities, or delays caused by carriers, Contractors or material shortages.

3.12 **Fuel Consumption Data**  
Effective June 1st, 2012, the City of Nanaimo is required to track and report on contracted emissions that are derived from fossil fuel consumption used to operate vehicles, equipment and machinery. These include (but are not limited to) gasoline, diesel, propane, and bio-fossil fuel blends.

Commencing on the Contract/Agreement start date, the City of Nanaimo will require the successful Proponent to communicate the quantity of fuel used to operate vehicles, equipment, and machinery as part of the delivery of services described in this Contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the City of Nanaimo within thirty-one (31) days of the calendar year ending December 31 annually. Data provided must be completed as outlined on the ‘Contractor Reporting Fuel Consumption Instructions Appendix ‘D’ and ‘Contractor Fuel Consumption Worksheet Appendix ‘E’.

3.13 **Agreement Termination**  
.1 The City reserves the right, in its sole discretion, to terminate the Contract forthwith without notice upon the happening of any of the following events:

(a) In the event the successful Proponent does not install all the Parking Equipment by the date specified in the Proposal response, then the City reserves the right to terminate this Contract, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Contract and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City. If the City does not terminate this Contract for late installation, the City may deduct and set-off from any payments owing to the Contractor, or from the Irrevocable Letter of Credit all additional costs the City reasonably incurs on account of the late installation; or

(b) If for any reason the Contractor should fail to fulfill its obligations under an Agreement in a timely and professional manner; or

(c) If the Contractor should violate any of the covenants, Agreements, or stipulations of an Agreement or applicable British Columbia statutes; or

(d) If the Contractor ceases in the reasonable opinion of the City to carry on business; or

(e) If the Contractor fails to provide personnel that is satisfactory to the City or is failing to supply enough competent personnel or equipment as necessary to ensure the delivery of the Services to the City in accordance with the Contract; or

(f) If the Contractor’s actions have or may compromise the operation of the Parkade, create potential revenue loss or constitute an inadequate level of customer service; or
(g) If the Contractor fails to notify the City of changes in qualified personnel or sub-contractors; or

(h) If the Contractor fails to provide the required reports within the required time frame; or

(i) Unsafe acts while on City property that could pose a threat to the safety of the City staff and public; or

(j) Safety infractions; or

(k) If the Contractor becomes insolvent or commits an act of bankruptcy or makes and assignment for the benefit of its creditor or otherwise acknowledges its insolvency; or

(l) A Bankruptcy Petition is filed or presented against or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Contractor; or

(m) Default or arrears standing at WorkSafe BC; or

(n) If the Contractor fails to provide and maintain the Irrevocable Letter of Credit referred to in Appendix ‘B’, Section 1.0 Clause (1.11); or

(o) If the Contractor fails to maintain the insurance coverage referred to in Section 3.0 Clause (3.8) of this RFP document; or

(p) If the Contractor fails to provide and maintain a current City of Nanaimo business license; or for

(q) Any other reason considered appropriate, at the sole discretion of the City.

.2 The City may notify the Contractor in writing that it is in default of its contractual obligations and instruct it to remedy the default within a period to be stipulated by the City. If the Contractor fails to correct the default within the stipulated period after receipt of notice from the City, or if the City has determined in its sole discretion that the default cannot reasonably be remedied within the stipulated period and the Contractor fails to:

(a) Commence the correction of the default promptly upon receipt of the City’s notice; or

(b) Provide the City with an acceptable schedule for such correction; or

(c) Complete the correction in accordance with such schedule.

.3 Then the City shall be entitled to terminate the Contract forthwith without further notice to the Contractor:

(a) Termination of this Contract by the City shall be without prejudice to any and all other rights and remedies pursuant to the Contract or at law which the City may
have as a result of the Contractor’s failure to observe and perform the terms and conditions of this Contract; or

(b) At the City’s sole discretion upon sixty (60) days prior written notice to the Contractor.

(c) Upon termination of the Agreement, the City will be under no further obligation to the Contractor, except to pay to the Contractor, such amount as the Contractor may be entitled to receive up to the date of termination. Such termination will not result in any penalty to the City, unless otherwise agreed to and as specified in this Contract.

.4 If the City terminates this Contract as provided by this Contract, 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 Contractor under this Contract for the performance of the Services.

(b) Set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Contract, and at the completion of the Services pay to the Contractor any balance remaining; and

(c) If the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

3.14 Curing Defaults

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

The Contractor shall pay the City an amount equal to one hundred fifteen percent (115%) of the reasonable direct costs incurred by the City to complete the remedial action contemplated in Section 3.0 Clause (3.13). The City will invoice the Contractor for any and all amounts due to the City under this section. The Contractor shall pay the amounts set out in such invoices within thirty (30) Days receipt thereof. If the Contractor does not reimburse the City for such amounts within the thirty (30) Day period, the City will be entitled to set off such amount against amounts owing by the City under this Contract.
3.15 Minimum Rate of Pay
Collective Agreement Between the City of Nanaimo and Canadian Union of Public Employees, Local 401 - Article 31 – Contract or Sub-Contracts

Every Contract made by the Employer for construction, remodeling, repair or demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:

“Minimum rate of pay for work performed under this Contract or under sub-contract shall be as classified in the current Agreement between the City of Nanaimo and the Canadian Union of Public Employees, Local No. 401”.

In the event the City has concerns that a Contractor is in violation of Article 31, the following shall apply:

(a) The City shall immediately inform the Contractor of its concerns and require the Contractor to comply.

(b) The City shall follow up Contract and if violation still exists within thirty (30) days provide written request for compliance.

(c) If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or Contract forfeiture may occur.

(d) If violation continues, the City shall provide final request within a further thirty (30) days and may give two weeks’ notice for failure to comply with provision of Contract.

(e) The City may terminate the Contract and/or withhold funds and/or require the Contractor to submit appropriate monies to rectify the breach of Contract.

(f) If the City does not require forfeiture, such decision must be for bona fide operational or legal reasons.

(g) Notwithstanding the above, the City may proceed to (d) or (e) directly.

3.16 Dispute Resolution

In the event of a dispute arising between the City and the Proponent as to their respective rights and obligations under the Agreement, both parties agree to resolve the dispute by:

(a) Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.

(b) If, after thirty (30) calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute. All costs to be split equally.

(c) If, after the mediation process is complete and the dispute is not resolved, the parties shall proceed to arbitrations following the rules of procedures as per the British Columbia International Commercial Arbitration Centre located in Vancouver, BC. All costs, with the exception of legal fees, shall be borne equally.
3.17 **Time of the Essence**
Time will be of the essence of this Agreement

**Section 4.0  Evaluation and Selection**

4.1 **Evaluation Committee**
Evaluation of Proposals will be by a committee formed by the City and may include staff and consultants hired by the City.

4.2 **Mandatory Requirements**
The following are mandatory requirements. The evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria Section 4.0 Clause (4.4)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Mandatory Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Proponent must attend the mandatory site meeting and the Proponent attending must be a principal of the Company or a Senior Manager employed by the Company and must sign the Attendance Sheet as proof of attendance.</td>
</tr>
<tr>
<td>2.</td>
<td>The Proposal must be received at the closing location by the specified closing date and time.</td>
</tr>
<tr>
<td>3.</td>
<td>The Proposal Covering Letter must be signed by a person authorized to sign on behalf of the Proponent.</td>
</tr>
<tr>
<td>4.</td>
<td>The Proposal must be in English and must not be send by facsimile.</td>
</tr>
<tr>
<td>5.</td>
<td>Appendix ‘G’ Proponent Mandatory Questionnaire Response Form. It is mandatory that the Proposal response is provided directly onto Appendix ‘G’ form. If the response is lengthy, Proponents may provide additional information as an Appendix.</td>
</tr>
<tr>
<td>6.</td>
<td>Appendix ‘H’ Multi Space Meter Technical Specification Response Form. It is mandatory that the Proposal response is provided directly onto Appendix ‘H’. If the response is lengthy, Proponents may provide additional information as an Appendix.</td>
</tr>
<tr>
<td>7.</td>
<td>Appendix ‘I’ Financial Proposal Response Form. It is mandatory that the Proposal response is provided directly onto Appendix ‘I’.</td>
</tr>
</tbody>
</table>

4.3 **Proposal Evaluation and Selection Process**

**Step One:** The Evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting the mandatory criteria will be rejected without further consideration.

**Step Two:** Compliant Proposals will be reviewed and evaluated against the Desirable Criteria identified in Section 4.0 Clause (4.4) to determine the Proposal offering “Best Value” to the City. 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.
In order to receive full consideration during evaluation, Proponents are encouraged to follow the Proposal Response Format and Content listed on Appendix ‘A’ and ensure all sections are addressed.

**Step Three:** After an initial review of all Proposals, the City may, at its option, develop a shortlist of Proponents and conduct interviews. This will provide the City an opportunity to meet the Proponent and ask questions regarding the contents of their Proposal. Alternatively, if in the City’s sole discretion, the City determines there is a clear Leading Proponent, the City retains the right to bypass the interview process and proceed directly to award.

Preference will be given to Contractors within the Regional District of Nanaimo where quality, service and price are equivalent.

It is the intent of the City to award to the highest ranking Proponents.

Notwithstanding the foregoing, the City reserves the right to award the Contract to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is deemed to be “Best Value” to the City, taking into consideration the evaluation criteria of the RFP.

Any award of a Contract will be subject to satisfactory references checks in the sole opinion of the City. The City will not enter into any Contract with a Proponent whose references are found to be unsatisfactory. Upon selection of a Leading Proponent references may be contacted.

No award will be made to any Proponent who cannot give satisfactory assurance of their ability to carry out the Contract. No award will be made to any Proponent that is legally constrained or not authorized to conduct the required acquisition.

The City shall have the right, at any time during the RFP process prior to the execution of a Contract with a successful Proponent to obtain financial information from any Proponent in order to verify that Proponent’s financial capability as well as financial information from the manufacturer of any proposed equipment. Any Proponent receiving a written request for financial information from the City shall promptly deliver to the City all of the financial information stipulated including, but not limited to, the Proponent’s annual financial statements prepared by an accountant for its last two fiscal years. No financial information supplied by the Proponent shall be disclosed by the City except to the extent necessary for carrying out the City’s purposes or as required by law.
4.4 **Desirable Criteria**

Proposals meeting the mandatory requirements will be further assessed against the following desirable criteria.

<table>
<thead>
<tr>
<th>Desirable Criterion</th>
<th>Weight %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proponent Profile, Experience, Qualifications and Financial Understanding of Project.</strong></td>
<td>15</td>
</tr>
</tbody>
</table>
| For this evaluation criterion the Evaluation Team will give particular reference to the Proponents response to  
  - Section ‘D’ Executive Summary; and  
  - Section ‘E’ Qualifications for this Project; and  
  - Appendix ‘G’ Proponent Mandatory Questionnaire Response Form, Part A ‘Proponents Profile, Experience and Qualifications; and  
  - Section ‘J’ – References submitted |          |
| **Maintenance, Service and Support**                                              | 10       |
| For this evaluation criterion the Evaluation Team will give particular reference to the Proponents response to Appendix ‘G’ Proponent Mandatory Questionnaire Response Form, Part B Maintenance, Service and Support. |          |
| **Technical, Equipment, Citation System, Warranty**                               | 20       |
| - For this evaluation criterion the Evaluation Team will give particular reference to the Proponents response to Appendix ‘G’ Proponent Mandatory Questionnaire Response Form, Part C ‘Technical, Equipment, Citation System, Warranty; and  
  - Appendix ‘H’ Multi Space Meter Technical Specifications Response Form. |          |
| **Revenue Collection**                                                            | 15       |
| For this evaluation criterion the Evaluation Team will give particular reference to the Proponents response to Appendix ‘G’ Proponent Mandatory Questionnaire Response Form, Part D Revenue Collection. |          |
| **Timeline and Installation**                                                     | 10       |
| For this evaluation criterion the Evaluation Team will give particular reference to the Proponents response to Section ‘G’ Timeline and Installation Response. |          |
| **Financial Proposal**                                                            | 10       |
| For this evaluation criterion the Evaluation Team will give particular reference to the Proponents response to Appendix ‘I’ Financial Proposal Response Form. |          |
| **Value Added Services**                                                          | 5        |
| For this evaluation criterion the Evaluation Team will give particular reference to the Proponents response to Appendix ‘G’ Proponent Mandatory Questionnaire Response Form, Part E Value Added Services. |          |
| **Optional Interview**                                                            | 10       |
| **Completeness and Clarity of Proposal**                                          | 5        |
| **References**                                                                    | Pass/Fail|
| **Total**                                                                         | 100      |
4.5 **Negotiation Delay**

If a written Agreement cannot be negotiated within thirty (30) calendar days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate an Agreement with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Agreement with any of the Proponents.
Appendix ‘A’ Proposal Response Format

This Proposal Format should be followed in accordance with the following outline. **Be sure to:**

(a) Meet all the mandatory requirements as outlined in Section 4.0 Clause (4.2) in the RFP document. Failure to do so will result in the Proposal receiving no further consideration.

(b) Include a Proposal Covering Letter signed by the person(s) authorized to sign on behalf of, and bind the firm to statements made in the Proposal (see Sample Appendix ‘C’). Failure to do so will result in the Proposal receiving no further consideration.

(c) Appendix ‘G’ Proponent Mandatory Questionnaire Response Form to be completed on the form provided. Be sure to address all requirements of each question. All questions are important to the City. If the response is lengthy, additional information can be provided as an Appendix, referencing the section and number.

(d) Appendix ‘H’ Multi Space Meter Technical Specification Response Form to be completed on the form provided. Be sure to address all items. All items are important to the City. If the response is lengthy, additional information can be provided as an Appendix, referencing the section and number.

(e) Appendix ‘I’ Financial Proposal Response Form. Be sure to address all items. All items are important to the City.

(f) Proponents are to ensure each section is addressed. Any information section or information left unanswered will receive a score of zero.

**SECTION A: TITLE PAGE**

Show the RFP name, RFP number, submission closing date, Proponent name, address, telephone number, facsimile number, email address, and the name of the Proponent contact person.

**SECTION B: LETTER OF INTRODUCTION**

In the section Proponents are to submit one page, introducing the firm and the Proposal, signed by the person(s) authorized to sign on behalf of, and bind the firm to statements made in the Proposal (see Sample Appendix ‘C’).

**SECTION C: TABLE OF CONTENTS**

Show the page numbers of all major headings.

**SECTION D: EXECUTIVE SUMMARY**

In this section Proponents should summarize in no more than three (3) pages your understanding of the key requirements of the project and the methodology you will use in undertaking the project.
RFP #1379 Supply, Installation of Pay Parking Meters, Citation System, Revenue Collection & Maintenance

SECTION E: QUALIFICATIONS FOR THIS PROJECT
In this section Proponents should indicate the company’s qualifications for the project, including past projects having similar requirements to the one being bid upon, attach any additional information such as company brochures, personnel resumes, etc.

SECTION F: PROPOSANT MANDATORY QUESTIONNAIRE
Insert the completed Appendix ‘G’ Proponent Mandatory Questionnaire Response Form.

SECTION G: TIMELINE AND INSTALLATION
The City prefers to have full implementation by the start of April 1, 2013. Proponents must address this time frame in their Proposal Response. If unable to meet this implementation start date, Proponents are to provide an alternate timeline.

This section of the response should include:

(a) Indicate the product to be delivered, the time required to supply, deliver, install and the final commissioning.

(b) Provide details of your implementation plan and a preliminary schedule of activities that would need to take place for the successful implementation, including the removal of current equipment (incumbent contractor), acceptance of contract obligations, supply, install and commission of pay parking meters, citation hardware and all associated software.

(c) Identify potential risks throughout the transition, clearly identify any risk factors and rate them as low (L), medium (M) or high (H).

(d) Identify maintenance and systems training and any post implementation support requirements.

(e) Discuss installation protocols and present a communication plan that the City can use to inform the community of the new Pay Parking Meters and any changes to on-street enforcement. Provide commissioning and sign off dates.

SECTION H: MULTI SPACE METER TECHNICAL SPECIFICATIONS RESPONSE
Complete the Microsoft Excel spreadsheet labeled ‘Appendix ‘H’ Multi Space Meter Technical Specification Response Form’. Print and include a copy of the spreadsheet with your RFP submission for the components you are submitting a Proposal for and include an electronic copy with your Proposal submission.

SECTION I: FINANCIAL RESPONSE
Complete the Microsoft Excel spreadsheet labeled ‘Appendix ‘I’ Financial Proposal Response Form’. Print and include a copy of the spreadsheet with your RFP submission for the components you are submitting a Proposal for and include an electronic copy with your Proposal submission.
SECTION J: REFERENCES
In this section Proponents are to provide separate references a minimum of three (3) specific and comparable references utilizing the technology recommended – multi-space pay parking meters and integrated citation system – where they are managing the revenue collecting/reporting and supporting the maintenance of multi-level parking facilities and the associated parking equipment.

As indicated in Appendix B, Section 1.0 Clause 1.2 confirm that the company is a professional parking management company with a minimum 10 years’ experience managing major parking facilities, and with a minimum of 5 years successfully operating in a municipal environment.

Provide a minimum of one (1) specific municipal reference where the Citation System software has been successfully integrated with the Tempest Municipal software, as described in Appendix G, Part C and Appendix B, Section 2.0 Clause 2.3. Identify the municipality and provide a contact name and telephone number for the IT personnel involved in the integration and testing of the system.

Provide the organization name, address, the contact names and telephone numbers, the type and model numbers of the parking equipment and citation hardware and software used, and listing the parking services provided. Contacts should be someone who works with the parking equipment and operation on a daily basis and administrative staff with hands-on knowledge of the operation.
Appendix ‘B’ Specifications

Section 1.0  General

1.1 These specifications outline the requirements for the supply, installation of Pay Parking Meters, Citation System, Revenue Collection and Maintenance for the City. The City expects the Proponent, as a qualified expert, to identify within its RFP submission the most cost-effective method to supply, delivery, install, commission and perform all associated work necessary to manage multi-user parking at the City of Nanaimo Parkades and Surface Lots. The successful Proponent will be responsible for all aspects of Parking System design including the provision, installation, integration, commissioning, training and maintenance of the Parking Equipment and associated software and for the supply and maintenance of a Citation System.

1.2 The City contemplates that a Proponent will be a professional Contractor in the Supply, Installation and Maintenance of the Pay Parking Meters and Citation Systems utilized in Parkades and Surface Lots with a minimum of ten (10) years managing major parking facilities and a minimum of five (5) years’ experience dealing successfully with municipal parking operations of the size and complexity of the Parking at the City of Nanaimo.

1.3 Pay Parking Meters

All Pay Parking Meters offered must be “new”, unless otherwise indicated by the City herein. New shall mean Pay Parking Meters that has never been used, nor contains any used parts. Refurbished, used or reconditioned units are not acceptable. The software provided through a Windows based server or hosted environment shall be the latest version and shall allow the City to configure the Pay Parking Meters and develop reporting procedures independent of the Pay Parking Meters. Depending on the solution proposed, if the solution requires an in-house server then that server should comply with all City standards for security and operation, i.e. Mcafee Virus protection. Windows based, Microsoft SQL for database, Dell if hardware based, Vmware EXS if virtualized.

1.4 Citation System

The Citation System shall consist of the hardware – handheld units, printers and accessories – along with a Windows based server or hosted operational software. The operational software shall manage the communications and database for all transactional information.

The Citation System software shall have the capability to integrate to the Tempest municipal software Application Programming Interface currently being used by the City.

Depending on the solution proposed, if the solution requires an in-house server then that server should comply with all City standards for security and operation, i.e. Mcafee Virus protection. Windows based, Microsoft SQL for database, Dell if hardware based, Vmware EXS if virtualized.

1.5 Electrical Safety and Approval

All electrical equipment used at the City must be approved / certified by one of the following organizations or deemed acceptable by the Province of British Columbia’s Safety Authority. Proponents are requested to visit their website: http://www.safetyauthority.ca for further details. Any equipment not clearly showing an
approved sticker will be rejected and the City may terminate the Contract, without penalty or liquidated damages to the City.

1.6 **Contract Term**

The term of the Agreement will be for five (5) years with an option to renew, at the sole discretion of the City, for up to five (5) additional one-year periods, at the sole discretion of the City for a total contract term of ten (10) years.

The first five (5) years will be firm and non-cancellable except for breach of contract or with the mutual agreement of the parties. Years six to ten are optional and may be negotiated as mutually agreed by the Contractor and the City though neither party is under any obligation to continue the Contract after the initial five (5) year term has expired or if prior terminated pursuant to the Contract for by mutual agreement of the parties. The City shall exercise its option for extension by delivering written notice to the Contractor no later than (120) days prior to the expiration date of the initial term and the Contractor shall agree to extend based on the agreed terms and conditions 90 days prior to the expiration date of the initial term. Failing such agreement, this Contract will expire at the end of the initial term.

1.7 **Advertising**

The award of the Contract to the Contractor does not permit the Contractor to advertise its relationship with the City without the City’s prior written authorization.

The City may, in its sole discretion, from time to time during the Term of the Contract approve recommendations from the Contractor as to the generation of revenue from the sale of third party advertising on parking tickets issued by the Contractor or from other modes of advertising within the Parking Facilities. Such activities, if approved, will generate additional revenue for the City. It shall be a condition precedent to the Contractor implementing any such advertising initiatives that City written approval is obtained, and the Contractor acknowledges that any such approval will include, without limitation, the City requirement that all such advertising must meet City advertising standards.

1.8 **Control of Disaster/Emergency**

In the event of an emergency or a disaster, the Parking and the control thereof shall immediately become the responsibility of the City and its duly authorized representative(s) including, without limitation, the Parking Manager, for the purposes of dealing with the disaster or emergency situation. The Contractor shall promptly upon request by the City and/or its authorized representative(s) aforesaid provide all manpower, material and services required in the discretion of the City and/or its authorized representative(s) to assist with the control and resolution of the emergency and/or disaster. The Contractor shall place all such manpower, material and services under the direct control of the City until such time as the emergency and/or disaster has been resolved to the satisfaction of the City. The Contractor shall be entitled to be compensated by the City for its provision of manpower, material, and services aforesaid in an amount agreed to by the Contractor and the City and, failing such agreement, as determined by reference to arbitration as hereinafter provided for.

1.9 **Modifications to Parking Operation**

The City may at any time and from time to time during the term of the Agreement in its sole discretion add parking spaces to or delete parking spaces from the Parking or add
designated areas to or delete designated areas from the Parking. The City shall give the Contractor no fewer than sixty (60) days prior written notice of the effective date of any such addition or deletion. From and after the effective date of a change aforesaid, the terms and provisions of this Contract shall no longer have application to any such parking spaces or designated areas so deleted from the Parking and shall extend to such additional parking spaces or designated areas as the case may be.

If in the opinion of either the City or the Contractor acting reasonably any such additions to or deletions from the Parking aforesaid necessitate an adjustment to the Contract Pricing then in effect that party shall provide the other party with details of the proposed adjustment to the Contract Pricing for that party’s approval no less than 30 days prior to the effective date of the change stipulated for by the City. If the Contractor and the City are not able to agree on whether or not an adjustment to the Contract Pricing is necessary or appropriate, or are not able to agree as to the terms and conditions of any such adjustment, then in either event the matter shall be determined by reference to arbitration as hereinafter provided for. The Contract Pricing in effect prior to the date of effective change aforesaid shall continue in effect until such time as the disagreement between the Contractor and the City has been resolved.

1.10 Operational Review
The Contractor’s management of the Parking including, without limitation, the physical operation thereof and financial systems utilized in connection therewith shall be formally reviewed by the City and the Contractor at intervals of three months, starting April 1st 2013 (the City fiscal year runs April 1st to March 31st.). The first meeting shall take place on or about the month of September, 2013. At each review meeting the City and the Contractor shall conduct an extensive analysis of the physical and financial operations of the Parking including, without limitation, parking rates, level of service, maintenance, security and financial reporting, and the Contractor shall implement forthwith following each meeting such adjustments, if any, to its Parking Management services as the City acting reasonably may specify.

Starting at the beginning, and continuing throughout the Term, the City will conduct informal random reviews of the site conditions and the operational aspects of the Contract. This may take the form of unannounced site visits, review of financial statements and any other examination that the City deems necessary in order for the Contractor and the Contract to meet the terms and conditions outlined within this RFP, and Contract documentation.

1.11 Performance Security
The Contractor shall at its sole expense furnish to the City a security in the form of an Irrevocable Letter of Credit (the “Letter of Credit”) in the amount of $100,000 dollars in the form that is satisfactory to the City, as a security for the due and faithful performance of this Contract by the Contractor. The City shall not be responsible for paying any interest on the Letter of Credit.

The City may at any time and from time to time, draw on the Letter of Credit to carry out the duties, obligations and responsibilities of the Contractor under this Contract if such duties, obligations and responsibilities are not completed to the City’s satisfaction in accordance with the terms of this Contract, after a determination has been made in accordance with this Contract.
If the City draws on the Letter of Credit as permitted then the Contractor shall, on thirty (30) Days of written notice from the City, replace the Letter of Credit with a replacement letter of credit in the same amount as the original Letter of Credit, in which case the replacement letter of credit will become the Letter of Credit.

The City may utilize the Letter of Credit as required to remedy any breach of this Contract and any damages resulting from said breach of this Contract by the Contractor. Such amount will not be considered to be liquidated damages and the Contractor will be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of this Contract.

1.12 Customer Service Levels
Customer service is a prime focus of the City. The Contractor shall ensure all employees, whether at the Parking facilities or at the Contractor’s local office, are suitably trained to deal with a variety of customer service issues. For example, staff should be familiar with all aspects of the City Parking areas and be sensitive to public demands and concerns when dealing with an out of order request or facility maintenance issue.

1.13 Contractor Employees
The Contractor shall ensure that its personnel and sub-contractors present a professional appearance to the public and possess excellent customer service skills including an ability to communicate clearly with the customers using the Parking. The Contractor’s employee(s) must:

(a) Be trained, skilled and competent to properly perform the work described and understood by the Contract; and

(b) Be free from any intoxicant or medication while performing work under this Contract; and

(c) Be competent in communication, both orally and written, in the English language; and

(d) The Contractor employee(s) providing Services on the Parkades and Surface Lots must provide proof (i.e. Drivers Abstract) of a clean driving record for a minimum of one (1) year. Such proof shall be provided at least annually during the Contract term or upon request by the City. Any Contractor employee not having a clean driving record must be removed from the Parking if so requested by the City; and

(e) Have a clear driving record for a minimum of one (1) year; and

(f) Be bondable.

1.14 Enforcement Personnel
All enforcement of the Parking Regulations shall be conducted by City personnel.

In the case of the City staff identifying Parking Equipment or Parkade and Surface Lot issues which come under the jurisdiction of the Contractor they shall inform a City designate rather than provide direct notification to the Contractor or the Contractor’s
staff. The Contractor shall not be required to take direction, other than under emergency situations, from any City staff other than the City designate.

1.15 **Payment**
(a) “Rental Fee” The City will pay the Contractor a Fixed Pay Parking Meter and Citation System Rental Fee (the “Rental Fee”) on a monthly basis, upon receipt of an accurate invoice and in arrears for services provided by the Contractor to the City; and

(b) “Collection Fee” The City will pay the Contractor a Fixed Revenue Collection Fee (the “Collection Fee”) on a monthly basis, upon receipt of an accurate invoice and in arrears for services provided by the Contractor to the City; and

(c) “Operational Fee” The City will pay the Contractor a Fixed Operational Fee on a monthly basis, upon receipt of an accurate invoice and documentation for the services provided by the Contractor to the City; and

(d) “Additional Expenses” The City will pay the Contractor, based on original documentation and invoices, for any supplies or maintenance services performed outside of the agreed fixed fee agreements; and

(e) The City will then pay the Contractor’s invoice on a NET (30) days basis from receipt of accurate invoice.

**Section 2.0 Supply, Installation and Maintenance of Pay Parking Meters and Citation System**

The following describes the City’s functional and technical requirements for the supply and delivery of the Parking System equipment and services.

2.1 **Parking Equipment – Citation System**
The Contractor is required to provide a fully functional citation and enforcement management system to administer the City citation issuance process. The Contractor shall be required to have the necessary staff or sub-contractors able to develop install, configure and maintain the software to meet the requirements of the City.

2.2 **Citation System - Hardware**
The City requires an enforcement system which operates on multiple hardware platforms, including durable handheld hardware and has future capabilities for vehicle license plate recognition (LPR) integration. Software applications should be certified for operation with the recommended hardware.

The system hardware should, but not be limited to, meet or exceed the following criteria:

(a) Provide real time connectivity, cellular or wireless, between the handheld field devices and a centrally managed back office database either in a Windows based with Microsoft SQL database software or hosted environment.

(b) Provide **six (6)** handheld units designed for extreme environments and rough handling with the following general capabilities:
Light weight easily manipulated unit with maximum weight of 32oz;
Battery life capability of minimum 6hrs under normal operations;
Impact resistant and concrete drop tested, to a minimum of 4 ft;
Ingress Protection sealing to a minimum IP54;
Colour display viewable in all lighting conditions;
Capable of taking high resolution photographs for identifiable capture of license plate and site signage;
All photographic records shall be linked by association to an issued ticket;
Touch screen and keyboard capabilities; and
Fully functional smart phone capabilities, including SMS text, email, browser functions and high resolution camera/video capture.

(c) Provide six (6) mobile printing units designed for extreme environments and rough handling with the following general capabilities:
- Light weight easily manipulated unit with maximum weight of 32oz;
- Ingress Protection sealing to a minimum IP54;
- Impact resistant and concrete drop tested, to a minimum of 4 ft;
- High print speed, a minimum of one inch per second;
- Ability to print 3 or 4 inch tickets; and
- Secure wireless connection.

(d) Provide all necessary charging and docking stations, holster & support straps, extra batteries and any and all other ancillary equipment required to render the handheld units and printers fully operational at all times.

(e) Provide a minimum of four loaner units, 2 - handheld and 2 - printers, at a cost to be assumed by the Contractor.

### 2.3 Citation System – Central Management System Software

The enforcement management hardware system shall be complimented, certified and controlled through an integrated Windows based server or hosted environment software, developed specifically for the hardware items.

The system software/hosted environment should, but not be limited to, meet or exceed the following criteria:

(a) The Contractor or Citation System manufacturer shall be required to provide or develop a seamlessly integration to the Municipal software application programming interface provided by the Tempest Development Group. The intent of this integration will be to provide the Municipality with usable real time updates of the Tempest ticketing system for all violation and payment collection data generated from the management of the on-street meter based parking operation.

(b) The enforcement system Central Management System may be either a Windows based server or accessible through a hosted configuration. In a hosted configuration the City requires the proponent to provide hosting services, ensuring guaranteed performance, open system interfacing, and high-level data security of the Central Management System. The City requires the proponent to host the Central Management System in a Canadian Certified Data Warehousing Centre. The Proponent should provide a clear overview of the hosted environment (Data security,
backup, redundancy, and capacity), along with the Canadian address of the certified data warehouse centre.

(c) The Central Management System should have the capabilities for an enforcement officer tracking application. The officer tracking application shall intelligently record and map the GPS coordinates provided by the handheld hardware and log every query and citation issued by an officer. The officer tracking application is required to have a mapping function to highlight officer activity (i.e. query and citations issued) and last known officer location, which can be used for future route planning.

(d) The Central Management System should communicate in real-time with the enforcement system hardware. Real-time queries and vehicle lookups shall be completed within an average of 5-8 seconds. Deviation from the average of 5 seconds, to a maximum communication time of 8 seconds, should be noted within the proponent’s response. The proponent may be required to perform a timed query during the demonstration phase of the evaluation.

(e) Real-time queries should be capable of providing the enforcement officer with, at a minimum, the following information: number of outstanding citations, citations in collections, associated permits, hot lists (i.e. stolen vehicle).

(f) The Citation System shall have the future capability to communicate with various forms of multi-space Pay Parking Meters providing operational notification of the equipment’s operational status, and parking data generation.

(g) The Citation System shall have multi levels of security throughout the hardware and software.

(h) The solution must comply with all City standards and policies for security and operation, including but not limited to, firewall policies and rules and PCI compliance.

2.4 Central Management System - Future Considerations

The City is currently not considering a real-time interface with the off-street pay-station hardware located in City Parkades and Surface Lots, but there is a requirement for the enforcement system to have the ability to operate in multiple enforcement modes. The various enforcement modes required would include pay & display, pay-by-space, pay by phone and pay-by-license plate enforcement.

2.5 Pay Parking Meters – Parkade and Surface Lots

The successful Proponent will be required to provide replacement Parking Equipment for all City off-street locations. The City currently operates three (3) Parkade and five (5) Surface Lots with nineteen 19 multi-space Pay Parking Meters operating in a Pay & Display mode. These units are owned by the incumbent contractor and shall be removed by them at the time of implementation of a new Contract and Contractor. The Contractor shall be required to initiate and coordinate such that the transition from the existing pay station to new Pay Parking Meters is seamless and does not impact the City either financially or operationally.

Currently four (4) of the Pay Parking Meters, those located on surface parking lots do not meet the operational standards required by the Payment Card Industry (PCI). All non-compliant (PCI) Pay Parking Meters must be replaced with fully compliant units. The
Contractor shall be responsible to provide and install these Pay Parking Meters on a minimum four foot by four foot concrete pad complete with a single empty power conduit and an overhead canopy of a design and manufacture to be approved by the City. The system hardware and firmware should meet or exceed, but not be limited to, the following criteria:

.1 **General Requirements**
All hardware should be fabricated to a standard that reduces the impact of vandalism, with protected access points and completely protected from the ingress of moisture or other environmental contaminants.

Hardware should be of a modern design and all components and firmware shall be of the latest version and standard produced by the manufacturer.

All electrical and mechanical components shall be environmentally sealed, protected against the ingress of moisture, dust, fumes and vibration and meet all CSA or BC Electrical Branch standards. Where possible, hardware should be modular in design and provide for easy exchange of internal components.

.2 **Customer Interface**
The Pay Parking Meter shall provide a “user-friendly” interface with the minimum of interactive keystrokes or button activation on the part of the user. The pay station should meet ADA (American Disabilities Act) and CSA disability standards.

Consumers will interact or interface with the pay station through a system of visible instructions and the use of a alphanumeric keypad, touch screens or any other method that provide a quick, convenient method of purchasing a receipt. The Pay station should, be capable for future consideration, able to accept North American license plate information.

The Pay Parking Meter shall be provided with a high-resolution screen that will be used to convey programmable messages and information to the consumer. Text and graphics shall be programmable by the City.

.3 **Payment Methods**
The Pay Parking Meter system shall, but not be limited to, operating using the following methods of payment:

(a) **Credit Cards**: The system shall, at minimum, meet Payment Card Industry (“PCI”) Level 1 requirements; accept Visa, MasterCard and American Express credit cards. If required the pay-station shall accept other popular credit cards without modification being required to the pay station.

(b) **Canadian Bills**: The system shall accept Canadian currency ($5, $10, and $20) and shall be upgradable to new currency without removal of components or more than minimum amount of downtime.

(c) **Coins**: The system shall accept Canadian ($0.10, $0.25, $1.00 and $2.00 coins), all in the same coin slot and shall be programmable to provide change in similar denominations.
(d) **Pay-by-Phone**: The pay station system shall be capable of accepting payments directly from a cellular phone.

(e) **Future**: The successful Proponent shall be expected to be able to provide assurance and documentation that future implementation of stored value cards, debit and PIN cards, SMS payment transactions and tap-and-pay technology is an area of knowledge that they have or are developing.

(f) **Coin System and Storage**
   - Valid Canadian coins shall be counted when inserted into a coin escrow internal system sub-system upon acceptance. The system shall contain an automatic coin shutter that would accept valid currency and reject all non-metallic objects. Invalid coins and slugs shall be immediately rejected and returned to the customer in the coin return tray. Coins acceptance shall be fully programmable by the City.
   - Each varied coin shall be recorded in a separate unique channel. The escrow system shall be capable of returning all coins if a transaction is cancelled.
   - All coins shall be stored in a secured vault that locks upon removal, within the machine that is separate from the upper housing of the system or an area where maintenance or other staff would not require normal access.

(g) **Card Reader System**
   - The card reader shall be an insertion type reader, with preference given to systems that would utilize a single slot to read both credit and future stored value cares. At minimum, the system must be capable of processing general use credit cards.
   - Credit card transactions are to be processed in real time, except during time of a communications failure, at which time they will be batched and then automatically transmitted when communications is restored.
   - The card reader system, all hardware and software components integrated within the parking equipment system must be compliant with the standards set by the PCI.

(h) **Receipt Issuance**
   The Pay Parking Meter must be capable of being programmed by the City to issue a receipt (valid ticket) based on the request of the consumer. The receipt shall contain text and formats that are fully programmable by the City.

(i) **Communications**
   The system shall communicate in a GSM or CDMA network or similar. The successful Proponent shall take into consideration the locations of the proposed and future Pay Parking Meters relative to the concrete structure when determining the communication method(s).

(j) **Future Pay-By-Phone Integration**
   The Pay Parking Meter shall without hardware modification allow for full integration with pay by phone services to allow for:
   - Data to be pushed to and from Pay Parking Meters to a pay by phone service (provider yet to be determined) and to the personnel responsible for enforcement;
2.6 **Pay Parking Meters - Central Management System**

The off-street parking equipment should be connected through cellular or wireless network to a secure Central Management System(s) allowing full data integration of the functionality of the off-street equipment. The Central Management System may be a web-based hosted service or a Windows based server hosted service working in a PCI compliant and PA-DSS validated environment.

This should include, but not be limited to, the following operational requirements:

- The Central Management System should provide you with a wealth of real-time information on the status of your lots and parking Pay Parking Meters, from revenue and security monitoring, to power levels and environmental conditions. At a minimum the following requirements should be met:

- The Central Management System should allow the Contractor or City to define sophisticated rate structures, customize welcome screens, advertise messages, and display parking policy across the entire parking operation. All configurations must be able to be remotely transferred to the Pay Parking Meters, eliminating time-consuming visits to each pay station.

- The Central Management System should be programmable by City staff and expected to communicate in real-time to transfer data or program configurations to the Pay Parking Meters;

- The Central Management System shall be intuitive and easy to use, menu-driven through a graphical user interface. It should be compatible with Windows 7 and down compatible with Windows XP.

- The Contractor shall assume responsibility for ensuring that the City receives timely notification of all software updates and patches;

- The Central Management System shall be capable of providing a range of standard financial and statistical reports, as well as the ability to create personalized City-defined reports. The system shall be capable of saving reports in a variety of formats, including at a minimum Microsoft Excel;

- The Central Management System should be capable of producing quick financial summary reports, including the capability to filter results by user group (e.g. City Hall staff, visitors etc.), time period and location of Pay Parking Meters;

- The Central Management System may be installed on an independent desktop and/or accessed through a networked or web-based system, with preference given to solutions that provide a moderate-to-high level of security;

- The Central Management System will allow the City to limit access to personal information to protect customer privacy;

- The Central Management System should be capable of monitoring the operational and component condition of Pay Parking Meters, with preference given to a Central Management System that is also capable of monitoring the condition of other integrated hardware solutions (e.g. license plate recognition); and

- The City requires that the Central Management System allows the monitoring and review of credit card transactions, operates independently of any other City managed computer network.
Section 3.0 Parking Equipment Transition and Installation

3.1 Implementation Plan
The successful Proponent shall be responsible to provide and commit to a detailed implementation and transition plan covering the coordination of removal of current equipment, acceptance of contract obligations, supply and installation of City signage and all other material and services needed for the Parking to remain in a fully operational state throughout the implementation and transition period.

Draft of this plan should be provided within the Proponents proposal and the final plan shall be prepared after consultation with the current the City, the current Contractor and all other persons or agencies necessary to complete on the appointed date.

3.2 General Scope of Work
The following provides a generic scope of work that the proponent may consider when preparing the proposal. The list is not created necessarily in any order of priority, nor is it all encompassing:

- Confirm Parking Equipment types and model;
- Place equipment order and confirm delivery and installation schedule;
- Train Contractor’s maintenance staff as necessary;
- Train City and/or Contractor staff, as required, in the use of the Central Management System software.
- Coordinate with current Contractor for the removal of current equipment;
- Complete all site work;
- Provide for installation of new Parking Equipment without operational downtime;
- Replace signage, as necessary;
- Prepare a list of all site, equipment and operational deficiencies - resolve;
- Commission all equipment and software to operational levels required by the City; and
- Provide recommendations on any changes over the current operation.

3.3 Pay Parking Meters - Installation
Installation of all Parking Equipment shall be the responsibility of the Contractor. Installation dates shall be agreed in advance with the City and the incumbent contractor and coordinated with other activities on site to ensure a continuous and uninterrupted sequence of installation with a minimum of equipment downtime. The Contractor shall be required to install all Parking Equipment with the minimum of operational disruption.

The Contractor shall be required to design and provide all necessary materials to install a protective cover and support pad for the Pay Parking Meters installed on the surface lots. All site work conducted at the Surface Lot, including but not limited to, the forming and pouring of concrete pads, installation of electrical conduit and the installation of Pay Parking Meter kiosks shall be subject to the design approval and requirements of the City. A photo of the current kiosk design is appended in Appendix J. The kiosk and the Pay Parking Meter shall be securely bolted to a concrete pad approximately 5 ft x 5 ft and a minimum 4 in depth. Conduit shall be provided of a size capable of supporting kiosk lights and the Pay Parking Meter. Power feed cabling for the lights and meter shall be provided by the City and the Contractor shall be required to make the interconnect. The Contractor shall coordinate accessibility to the Surface Lot locations for installation and site work with the appropriate City staff.
All work shall be conducted by persons familiar with the installation of Parking Equipment and specifically the type and model provided under the Contract. All equipment and protective canopies shall be set in perfect alignment. Upon completion the work site shall be cleaned and returned to its former state.

3.4 Pay Parking Meters - Commissioning
All Parking Equipment and components provided by the successful Proponent shall be installed, initialized and tested by the Contractor prior to any final acceptance tests performed by the City or its agents. At minimum, the following requirements should be met:

(a) The Contractor shall create and describe all test procedures required for the commissioning process. These test procedures shall test all system functionality and integration for both the hardware and the software;

(b) The test procedures document should be submitted to the City for review and comment a minimum of thirty (30) Days prior to a required tests and commissioning;

(c) The City’s comments shall be incorporated into the test procedures. This revised document shall be termed the Test Procedures Document. One (1) copy shall be an original, containing original signatures of the test observers and this copy shall become the City’s record copy. The Contractor, at the request of the City, shall provide additional copies;

(d) All commissioning shall be conducted in the presence of the City or a City representative; and

(e) No test performed on the Parking System shall be classified as a success until the City, or the City representative, signs a successful test completion document.

During the test, the continued functionality of the Parking System shall be demonstrated. Where a failure occurs that causes data loss, system instability (crash) and/or contamination of the transactional data and the database, the Contractor shall immediately correct the problem. Following the initial testing, the Parking System shall be expected to continue until a seven (7) day Operational Demonstration period of stable operations is achieved. Stability is defined as the proper functioning of the Parking Equipment with a failure having no impact of the continued system operation or the integrity of transactional data.

3.5 Parking Equipment Documentation
The Contractor shall be responsible for assuring that the “as installed” and “as tested” system is correctly and completely documented in such a manner that will support the maintenance and future expansion of the Parking System by the City. All documentation shall be provided in English. The Contractor shall submit to the City at a pre-installation meeting a list of all documentation including without limitation, engineering drawings, manuals, and operational procedures that will be delivered. Unless otherwise specified, the City requires a minimum of one (1) original and one (1) copy of each and every manual.
3.6 Parking System Training
The Contractor shall be required to provide training for City staff on all hardware and software that City staff will be required to use in order to create a functioning Parking System. At minimum, the following requirements should be met:

(a) The Contractor shall submit to the City all described training material within thirty (30) days of award. These training materials shall cover all system functionalities including both the hardware and software that City staff will be required to utilize; and

(b) The City shall review and comment a minimum of thirty (30) Days prior to any training taking place and the comments shall be incorporated into the final training material.

Training of City staff, and others deemed necessary by the City, must take place a minimum of fifteen (15) days before the Parking System commissioning date. The Contractor is expected to provide refresher training and technical support throughout the first year of operation.

Section 4.0 Revenue Collection

4.1 Audit – Inspection
The City shall be entitled during the Term of the Contract at all such times as it in its sole discretion considers necessary and appropriate through its duly authorized agents to inspect, audit and make copies of any and all information in the Contractor’s records relating to its operation of the Parking for the City. The City shall be entitled to inspect, audit and make copies of all of the information aforesaid at such locations as in its sole discretion it considers appropriate including, without limitation, the Contractor’s head office and any other location or locations in which the Contractor or any of its personnel maintain records pertaining to this Contract.

The City shall, at all times, be provided with read-only and report generation access to all software or computer and Parking System based reporting systems that form part of the Parking Facility operations. The Contractor shall promptly, following the City’s request, provide City personnel with access to the Contractor’s internal audit trails, software, cash vaults within all Parking Equipment, and other similar locations that the City stipulates for, for the purpose of conducting an audit or inspection relative to any and all financial matters pertaining to this Contract.

4.2 Audit – Financial Losses
If the inspection or audit by the City indicates any discrepancies in cash revenues, credit card revenues, other forms of revenue generation, or discrepancies in expense calculation which in the opinion of the City are material discrepancies, the City shall be entitled to terminate the Contract as hereinafter provided for and/or seek any and all other remedies it may have against the Contractor pursuant to the Contract or at law.

If as a result of an inspection or audit the City determines in its sole discretion that the Contractor has understated the gross monthly revenues under the Contract by 1.5% or more, or if expenses have been overstated the entire expense of the inspection or audit incurred by the City shall be immediately due and payable by the Contractor to the City on demand, together with interest thereon from the date of the incurring of such expense by the City.
4.3 Financial Loss
The Contractor shall be responsible for and shall indemnify and save harmless the City against any loss of cash or negotiable instruments determined in the sole discretion of the City to have occurred as a result of the negligence of the Contractor or any of its Workers or as a result of equipment unnecessarily being out of service for extended periods, lack of internal controls or lack of security on the part of the Contractor. In addition to enforcing the indemnity against the Contractor aforesaid, the City shall be entitled to terminate the Contract as hereinafter provided for and/or seek any and all other remedies it may have against the Contractor pursuant to the Contract or at law.

4.4 Financial Records
The Contractor shall keep proper books of account and records in respect of all revenues and expenditures, including all gross revenue and operating expenses, arising from its operation of the Parking during the Term. The Contractor shall keep all gross revenues in a separate trust account, and shall in no event commingle such funds with funds from the operation of other facilities or business operations. The City, its agents, solicitors and internal and external auditors may at any time inspect and review originals of the books of accounts, records, source documents, reports, computerized records, contracts, sub-contracts, and other papers of the Contractor or sub-contractor relating to the provision of Parking Equipment and Services under this Contract. All the books of account and records referred to herein shall be kept by the Contractor in good order at the Contractor's British Columbia head office, and shall not be destroyed without written consent from the City.

4.5 Financial Reporting
The Contractor shall be required to submit a monthly Statement of Account, on or before the twelfth (12th) of the month following, clearly identifying Revenues collected from all sources and all Operating Expenses allocated to the operation of each Parking facility and the on-street operation for the previous month. The monthly Statement of Account shall include the following Information:

.1 Location by location analysis for the month, providing revenue and expense;
.2 Revenue summaries, itemized by lot and by Pay Parking Meter;
.3 Revenue detail for each Pay Parking Meter and location, including cash collection detail;
.4 Revenue detail for each Pay Parking Meter and location, of credit card detail;
.5 A detailed breakdown of all federal and provincial taxes that the City will be required to submit;
.6 A statement of bank reconciliation, bank statement along with the appropriate general ledger detail;
.7 Invoices to the City of all approved Rental Fee, Collection Fee and Operational Fees along with original supporting invoices;
.8 Payroll summary for all employees charged back as an operational expense; and
.9 An invoice(s) for all Additional Expense incurred outside of those detailed within the contractual agreement for equipment Rental, Revenue Collection & Reporting and Operational Maintenance; and
.10 A cheque for the balance, after banking and other such fees, of all cash, credit card and other revenues collected by the Contractor.

In addition to the above, the Contractor shall be required to provide the City with annually audited statements clearly identifying all revenues collected on behalf of the
City and all expenses paid out on behalf of the City. Any cost associated with this audit shall be to the account of the Contractor.

The Contractor shall be responsible for collecting, and if required by the City remitting, all federal and provincial taxes and where required, any municipal or regional district tax that may be levied from time to time. Minimally, reports should indicate location, date and time of preparation, user categorized by type of transaction, ticket control factors, and credit card information.

The City shall accept, as part of the monthly Statement of Account, additional extraordinary operational charges previously negotiated with the successful Proponent.

Provide in addition to the monthly Statement of Account, as and when required by the City, statistical information on ticket types and revenues, occupancy levels, usage and operational information, and any other information the City deems necessary for the successful operation of the Parking.

4.6 Record Keeping
All paper documents and electronic records shall be kept by the Contractor for the period required by Canada Revenue Agency which states that "... keep your records for a minimum of six (6) years after the end of the taxation year to which they relate."

4.7 Revenue Control and Cash Collections
All revenues accumulated from the operation of the Pay Parking Meters shall be collected, counted in a secure location and deposited on a regular basis, such that no equipment poses a security risk. Risk shall be defined based on the amount of negotiable instruments contained within a piece of equipment, or stored within the Contractor’s safe at their Nanaimo office.

Collection times and dates shall be consistent and matched to cut-offs appropriate to the monthly reporting periods. Counting must be accomplished under dual custody and in a secure environment. Deposits shall be made to a segregated trust bank account. The Contractor must segregate all operational duties involving the handling of cash or negotiable instruments from those dealing with maintenance, patrolling, or other similar tasks.

Based on historical perspective the minimum collection schedule should be anticipated as daily.

The City reserves the right to modify or change the collection periods or time of day of the collection at their discretion. The Contractor should be prepared to provide in their proposal a clear flow chart identifying the collection and depositing process such that all aspects of audit control are identified. The City may require proponents to provide a walkthrough of their collection process prior to award.

The City may require, at their discretion that all staff that collect, count or handle cash to be bonded. Any cost associated with the bonding of staff shall be a cost to the account of the Contractor.
4.8 Revenue Control and Credit Card
The Contractor shall be responsible for the acquisition and management of all merchant accounts required by each of the multi space pay-stations, including but not limited to, the transfer or cancellation of current merchant accounts, application, if necessary, with a bank and acquirer acceptable to the City, and arrangements for the depositing of collected funds to the designated trust account.

Credit Card transactions shall be performed in real-time by all multi space pay-stations and the Contractor shall be responsible to download transaction details for reconciliation and accounting purposes on a regular basis.

4.09 Pay Parking Meters Cash Floats
The Contractor responsible for the collection of coins and credit card data from the off-street Pay Parking Meters shall be responsible, at its cost, for all float monies necessary to maintain the Parking Equipment in a fully operational condition.

4.10 Interest on Overdue Revenue
All amounts payable by the Contractor to the City under this agreement, whether on account of Revenue collection, or otherwise, which are not paid within THIRTY (30) days of being due shall bear interest at a rate per annum equal to the rate per annum established by a Bank, as designated from time to time by the City, at its prime retail lending rate for Canadian dollar loans plus ONE AND ONE HALF PERCENT (1.5%) per month from the due date to the date of actual payment.

4.11 Keys
The Contractor must provide a high level of care and control of the door access keys. It is understood by both parties to this Agreement that the keys are a critical component of the security of the City. As such, should the Contractor lose any or all keys they shall be solely responsible for any and all costs incurred by the City in changing or re-keying locks. Should a “master key” be lost then numerous door locks and keys would need to be replaced, with the cost borne at the sole expense of the Contractor.

Section 5.0 Operation Requirements

5.1 Repair and Cleanup
The Contractor shall during the Term of the Contract repair all damage to the Parking areas including any City owned equipment resulting from or caused by the negligence, abuse, misuse or wilful misconduct of the Contractor or its Workers or by patrons and shall at all times maintain the Parking in a clean condition and fully operational to the satisfaction of the City.

Upon expiration of the Term of the Contract or upon prior termination thereof, the Contractor shall repair all damage resulting from the removal of the Contractor’s equipment and City signage. Provided, however, that if the City determines in its sole discretion that the damage occasioned by the Contractor aforesaid is beyond repair, the Contractor shall replace the damaged portions of the Parking areas at its own expense with equipment and/or materials equal to or better than the standard pertaining thereto at the commencement of this Contract. In addition, the Contractor shall leave the Parking and any City equipment in a clean and tidy condition and fully operational to the satisfaction of the City.
5.2 Parkade Maintenance

The Contractor shall be required to maintain the Parking facilities in a clean, safe and sanitary condition in accordance with the maintenance standards set out below. The City does not accept “levels of cleanliness”. The Parkades are either clean or not clean. The City reserves the right to instruct the Contractor to clean or repair any item which falls under the category of routine maintenance and repair.

The goal of the City is to provide, safe, clean, sanitary, well lit Parkades at all times for use by the general public. Where applicable Contractors shall use “green cleaning products”. The following maintenance standards are designed to achieve these objectives:

- The entire Surface Lot shall be inspected and all litter picked up and removed from the site daily, including access and egress areas and associated sidewalks.
- Parking areas shall be inspected for grease and oil residues on a regular basis and all such residues shall be removed.
- The Parking areas shall be inspected and kept free of all vegetation.
- The Parking area lights, reachable from a standard step ladder, shall be inspected and replaced as required.
- Power sweeping of the surface areas shall be recommended by the Contractor and performed at the discretion of the City.
- The City shall be informed when stall lines or other major components require painting.
- Inspections shall be made of the sidewalks for the presence of any sidewalk tripping hazards, including overgrown shrubbery, concrete cracks and potholes. Should a hazard be observed, it shall be immediately reported to the City.
- The Contractor will provide and install as necessary garbage receptacles in the Surface Lots Parkades. These units must be of a model and type approved by the City. The contractor will be responsible for providing the units and providing the removal of garbage service. The Contractor shall be responsible for arranging for the removal of all garbage and waste materials from the receptacles and the site on a regular basis such that all waste is contained away from public view.
- The Contractor shall be prepared to have staff attend after hours when reports of damage or alarms are received from the City. The Contractor shall have access to trades or other personnel able to restore functionality in cases of damage or site disruption.
- During the winter period the Contractor shall be responsible to remove snow accumulations, by hand or machine, from the access and egress points to the Parkades and Surface Lots. This work shall include the spreading of salt or other dicing materials as required. Outside sidewalks shall be the responsibility of the City.
- Bastion Parkade and the Surface Lots shall be cleared of snow once accumulations reach one inch (1”). The Bastion Parkade shall be cleaned using a rubber tipped blade such that surface damage is reduced to a minimum. Piled snow shall be removed from both the Bastion Parkade and the Surface Lots by the Contractor.
- The Contractor shall be responsible for determining and barricading the entrances to exposed parking areas when the snow fall is of a significant amount such that the potential exists for vehicles being stuck or damaged due to the surface conditions.
5.3 Parking Signage
The City shall be responsible for supplying, repairing and maintaining all operational signage as and when necessary.

Signage shall indicate parking rates, hours of operation manned or automated, and any signage required informing users of enforcement conditions existing at the Parking facilities. The City shall allow the Contractor, upon approval by the City, to display their corporate name, logo and telephone number on some of these signs.

5.4 Pay Parking Meters – Kiosks
The Contractor shall be responsible to repair and maintain the Pay Parking Meter kiosks and the surrounding infrastructure in a safe operational condition at all times. This shall include, but not be limited to, the maintenance of lights, the supporting framework and the overhead canopy. The Contractor shall be responsible to inform the City should the integrity of the structure be such that it requires major maintenance which if not conducted may cause concern for the safety of the general public.

5.5 Parking System – Maintenance
The Contractor shall be responsible for the maintenance of the off-street Parking Equipment and all Citation System hardware and ancillary equipment such as the Central Management System(s). The Contractor shall be required to have locally based staff trained, in general trouble shooting and routine maintenance tasks for all aspects of the Parking System. The Contractor is expected to have the capabilities to provide maintenance services for all components of the Parking System on a 24/7 basis.

All service work, outside of approved minor troubleshooting and preventative maintenance tasks, must be performed by service personnel trained on the equipment and must be logged by the Contractor to a maintenance database log that provides the City with a process to seek full accountability from the equipment manufacturer or the Contractor.

The City expects the Contractor to provide, through their own staff and/or a subcontractor, all necessary labour and materials to provide Preventative Maintenance Services such that the Parking Equipment located in the Parkades and Surface Lots remains in a fully operational state. The City will not accept equipment downtime except in circumstances approved by the Manager of Parking Operations, City of Nanaimo. The Contractor shall monitor electronically the Parkade Equipment and accept the responsibility to respond to all alarms within an appropriate time dependent on the severity of the alarm.

Dependent on the final contractual arrangement the parts and consumables used during routine, preventative and emergency maintenance services may be provided to the City as part of the warranty, extended warranty or as a direct operating expense.

5.6 Maintenance Log
The Contractor shall be required to create and maintain a log of all maintenance services performed, including monthly summaries, in a format approved by the City. The format should include a parameter-driven maintenance log (e.g. organized by date, component type, specific module and problem type). In addition, the maintenance log should itemize the history of preventative maintenance and corrective/repair activities.
All Parking System issues, from minor malfunctions, such as paper and coin jams, to component replacements must be recorded and logged to this electronic database and copies of these documents must be made available to the City as and when requested. The log must at a minimum indicate the Parking Equipment designation number, date and time of problem, the name of the person notified and what was the response/resolution.

5.7 **Maintenance Parts and Consumables**

The Contractor shall provide, in quantities to be determined, an initial supply of consumables and a comprehensive parts inventory at no cost to the City. The spare parts and consumables shall be owned by the Contractor and used to maintain the City Parking Equipment. The Contractor shall be required to replenish the parts as they are used so that there is always a consistent spare parts inventory available for use by the Contractor’s technicians. All Parking Equipment parts should be replaced with identical parts once used and shall be newly manufactured (i.e. never been installed in an operational system other than for factory test purposes).

Dependent on the final contractual arrangement the parts and consumables may be provided to the City as part of the warranty, extended warranty or as a direct operating expense.

5.8 **Warranty**

The Contractor shall warrant that the Parking System shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of the Contract, shall be suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City.

The Contractor shall provide a mandatory minimum twelve (12) month warranty on the Parking System, materials and workmanship following full acceptance of the Parking System by the City, beginning when the final commissioning test and the seven (7) day Operational Demonstration period has been successfully completed. If at any time during this twelve (12) month period, the City determines the Parking Equipment or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense.

The City expects that routine and preventative maintenance Services shall be included and conducted under the initial one year warranty. The Contractor shall clearly identify within their Proposal if consumable items are also included under the initial one year warranty.

The City requires the Contractor to offer an extended Parking Equipment warranty on all, or part of the Parking System. The Contractor shall clearly identify within their Proposal if routine, preventative and emergency maintenance Services shall be included and conducted under the extended warranty. The Contractor shall clearly identify within their Proposal if consumable items, and all other components, are also included under the extended warranty.
### Section 6.0 Pay Parking Parkade Information

<table>
<thead>
<tr>
<th>Lot Number / Road</th>
<th>Number of Parking Stalls</th>
<th>Current Equipment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>#385 Brechin Boat Ramp, 1890 Zorkin Road</td>
<td>104</td>
<td>(1) Digital Payment Technology Luke meter with kiosk</td>
<td>(38) small car stalls (64) boat stalls (2) Coast Guard stalls Hours of operation 24/7</td>
</tr>
<tr>
<td>#392 Maffeo Sutton Park, 150 Comox Road</td>
<td>193</td>
<td>(1) Ventek Model 400 meter</td>
<td></td>
</tr>
<tr>
<td>#390 Cavan 35/45 Street near Albert Street</td>
<td>36</td>
<td>(1) Ventek Model 400 meter</td>
<td></td>
</tr>
<tr>
<td>#391 Cavan 95 Cavan Street near Victoria Road</td>
<td>47</td>
<td>(1) Ventek Model 400 meter</td>
<td>Includes monthly stalls on Cavan Street</td>
</tr>
<tr>
<td>#387 Wallace / Wentworth, 340 Wentworth Road</td>
<td>59</td>
<td>(1) Ventek Model 400 meter</td>
<td></td>
</tr>
<tr>
<td>#384 Bastion Parkade, 236 Bastion Street</td>
<td>297</td>
<td>(4) Digital Payment Technologies Like Meter</td>
<td>(28) short term spaces (10) reserved spaces (259) open public pay spaces</td>
</tr>
<tr>
<td>#429 Vancouver Island Conference Centre Parkade, 101 Gordon Street</td>
<td>301</td>
<td>(6) Digital Payment Technologies Like Meter</td>
<td>(83) Reserved Spaces (218) Open Public Pay Spaces</td>
</tr>
<tr>
<td>#383 Harbour Front Parkade, 51 Gordon Street</td>
<td>302</td>
<td>(4) Digital Payment Technologies Like Meter</td>
<td>(16) Reserved (286) Open Public Pay Spaces</td>
</tr>
<tr>
<td><strong>Total number of stalls is 1339</strong></td>
<td><strong>Total number of meters is 19</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 7.0 FINANCIAL PROPOSAL
The Proponent shall prepare and present the most satisfactory solution(s) to the operational and financial issues specified within this RFP document. The City is willing to consider all suggestions to meet financial and operational goals.

Component A) Supply, Installation, Training and Warranty of Parking Meters and Citation System:
Provide a Fixed Fee cost for the supply, installation and warranty of Pay Parking Meters, Citation System and all associated software, based on the following components:

(a) Pay Parking Meters – Rental Option (5 years with five (1) year option rental period.
(b) Pay Parking Meters – Installation costs.
(c) Pay Parking Meters – Warranty, Training and life cycle operational costing.
(d) Citation System - Rental Option (5 year with five (1) year option rental period.
(e) Citation System – Installation.
(f) Citation System – Warranty, Training and Life Cycle costing.

All prices must be quoted in Canadian dollars exclusive of all applicable taxes.

The City requires all Proponents to bid on the nineteen (19) Pay Parking Meters and Citation System as specified in the RFP document though the City shall retain the sole and unilateral right to increase or decrease the actual number of Pay Parking Meters. Proponents are requested to respond in their Proposal if this will impact the costing provided for the nineteen (19) Meters and by what amount or by what % (also consider the installation costs).

The Proponent should be prepared to provide an extended warranty to cover, at a minimum, the initial five year term. Items not covered might be consumable items and repairs and maintenance due to vandalism or Force Majeure. Cost to be clearly shown in Appendix ‘I’ Financial Proposal. Proponents have the option to provide itemized costs for the installation, warranty, training and life cycle cost components for the above OR include those, or some of these costs, within the Rental Option cost.

For pricing Option ‘a) & d)” the City, will, if it selects this option, commit to a five (5) year rental period and at the City’s sole discretion may extend the rental on a year to year basis for up to five (5) one year terms.

The pricing offered under pricing options a) to d) shall include the removal of any equipment at the end or termination of the Agreement and shall further require the Contractor not to damage the City property during the removal and if so, then the Contractor shall repair and/or replace the property as directed, and to the satisfaction of, the City.

The City reserves the sole right to select any, or a combination, of the following pricing structures requested which provides the best value to the City, as solely determined by the City.
Component B) Revenue Collection and Reporting Services
All prices must be quoted in Canadian dollars exclusive of all applicable taxes.

Proponents are to provide a Fixed Fee cost for the collection of cash and credit cards and the associated reporting as detailed and outlined in Appendix B, Section 4.0. All collection and reporting shall be conducted as prescribed by the City Finance Department.

Component C) Facility and Equipment Maintenance Services
All prices must be quoted in Canadian dollars exclusive of all applicable taxes.

Proponents shall provide a Fixed Fee structure for the provision of Parking Equipment Maintenance Services, as described and outlined in Appendix B, Sections 5.0 Clauses 5.4 to 5.8, that will cover all costs incurred outside of those covered under a Warranty agreement.

Proponents shall provide a separate hourly rate cost for Maintenance Services that will be performed outside of the Fixed Fee agreement, such as repairs due to vandalism, as an Additional Expense.

Proponents shall be required to provide a Fixed Fee structure for the Facility Maintenance Services as described and outlined in Appendix B, Section 5.0 Clauses 5.1 and 5.2. Facilities maintenance work to be conducted and coordinated as prescribed and required by the City Public Works Department.

Proponents shall provide a separate staff hourly rate cost for Maintenance Services that will be performed outside of the Fixed Fee agreement, such as after-hours emergency call out, as an Additional Expense.
Appendix ‘C’ Sample Proposal Covering Letter

Letterhead or Proponent’s name and address

Date

City of Nanaimo
455 Wallace Street
Nanaimo, BC V9R 5J6

Attn: Randy Churchill, Manager of Bylaw, Regulation & Security

Subject: RFP # 1379 Supply, Installation of Pay Parking Meters, Citation System, Revenue Collection & Maintenance

List any amendment nos. and dates

The enclosed Proposal is submitted in response to the above-referenced Request for Proposal.

Through submission of this Proposal we agree to all of the terms and conditions of the Request for Proposal.

I agree the City reserves the right to subsequently include additional or modified services, and performance specifications and legal terms in addition to what is already specified in the Proposal and RFP.

We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in this Proposal and to any Agreement resulting from the Proposal.

I understand and agree that it is my responsibility to seek clarification to items I do not understand or that are susceptible to more than one interpretation. I will explain any qualifications or limitations to any response I provide to any question/requirement in the RFP. I understand that oral representations made by any City representative are not valid unless documented in writing by the City.

The person signing this RFP declares that they are the duly authorized signing authority with the capacity to commit their firm/company to the conditions of this Proposal.

___________________________________________

Authorized Signature

Name: ___________________________ Phone#: ___________________________

Title: ___________________________ E-mail: ___________________________

Fax #: ___________________________

Legal name of Proponent ___________________________ Date: ___________________________
APPENDIX ‘D’ CONTRACTOR REPORTING FUEL CONSUMPTION WORKSHEET INSTRUCTIONS

GENERAL INFORMATION

This form contains the worksheet for the “Contractor Reporting Fuel Consumption Worksheet”, which applies to any Suppliers who have new or renewed contracts with the City of Nanaimo beginning on or after June 1st, 2012.

Contractors can choose to report their fuel consumption according to the frequency that works best for them (e.g. by invoice, monthly, quarterly, or annually), although reporting on an invoice-by-invoice basis is recommended. At a minimum, fuel consumption must be reported annually. The due date for the fuel consumption worksheet(s) for the calendar year will be January 31st of the following year.

Please note that you will only need to report fuel consumption data for fuel used in the delivery of a service to the City.

Why do I have to report my fuel consumption?

The City of Nanaimo, along with 95% of other local BC governments, signed the BC Climate Action Charter in 2007. As part of the Charter requirements, the City must measure and report on the City’s overall greenhouse gas (GHG) emissions each year, which was recently changed to include contracted emissions.

Effective June 1st, 2012, the City of Nanaimo is required to track and report on contracted emissions that are derived from fossil fuel consumption used to operate vehicles, equipment and machinery. These include (but are not limited to) gasoline, diesel, propane, and bio-fossil fuel blends.

The City of Nanaimo is required to request specific vehicle and fuel consumption data from Suppliers, which will facilitate the calculation of greenhouse gas emissions by applying standardized emission factors.

If you would like further information with regard to BC’s Climate Action Charter, and BC’s commitment to becoming carbon-neutral, please visit the Ministry of Environment website at:

http://www.env.gov.bc.ca/cas/mitigation/carbon_neutral.html
APPENDIX 'E' CONTRACTOR REPORTING FUEL CONSUMPTION WORKSHEET

Company Name:  
Address:  
Phone Number:  
Contact Person:  
Title:  
Contact Phone:  

Contract Description:  
Contract Number / Identifier:  

Reporting Period:*  
*(Annual reporting is the minimum requirement)  
FROM: dd/mm/yyyy  
TO: dd/mm/yyyy  

<table>
<thead>
<tr>
<th>Fuel Consumption Categories:</th>
<th>Type of Fuel</th>
<th>Total Consumption</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Duty Vehicle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Two door passenger cars</td>
<td>Gasoline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Four door passenger cars</td>
<td>Diesel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Station wagons</td>
<td>Propane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Natural Gas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light Duty Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- SUV's</td>
<td>Gasoline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Minivans</td>
<td>Diesel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Full size vans</td>
<td>Propane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Pickup trucks GVWR under 3856Kg (8,500 lbs) and curb weight under 2722 Kg (6,000 lbs)</td>
<td>Natural Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heavy Duty Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Road vehicles with a GVWR over 3,856 Kg (8,500 lbs) and curb weight over 2722 Kg (6,000 lbs)</td>
<td>Gasoline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off Road Vehicles and Portable Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Vehcles and equipment not licensed for road use</td>
<td>Gasoline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Snowmobiles</td>
<td>Diesel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- ATV's</td>
<td>Propane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Lawnmowers and trimmers</td>
<td>Natural Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Tractors</td>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Construction equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I / we certify that the above fuel consumption data represents the most accurate estimate of fuel consumption available for the reporting period.

Signature  
Title  
Date (dd/mm/yyyy)
Appendix ‘F’ Receipt Confirmation Form

Closing Date & Time: Prior to 3:00 P.M. (15:00hrs) Pacific Time, Friday, January 18, 2013

For any further distributed information about this Request for Proposal, please return this form by fax or email as soon as possible to:

Silvia Reid, Buyer
Email: purchasinginfo@nanaimo.ca Fax: 250.756.5327

COMPANY NAME: ____________________________________________________
STREET ADDRESS: ____________________________________________________
CITY/PROVINCE: ____________________________________________________
POSTAL CODE: ______________________________________________________
PHONE NUMBER: _____________________________________________________
FAX NUMBER: _______________________________________________________ 
PHONE NUMBER: _____________________________________________________
CONTACT PERSON: ____________________________________________________
TITLE: ______________________________________________________________
EMAIL ADDRESS: _____________________________________________________

Proponents: Please note all subsequent information will also be posted on the BC Bid and City of Nanaimo websites. The City will attempt to send information directly to those Bidders that have returned this form, but it is the responsibility of the Bidders to ensure that all information has been received.