REQUEST FOR PROPOSALS

Title: **Parking Mobile Payment App**

Reference No.: **1220-030-2026-056**

FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)

(General Services)

Issuance Date: November 5, 2026

TABLE OF CONTENTS

1. INTRODUCTION 4

1.1 Purpose 4
1.2 Definitions 4

2. INSTRUCTIONS TO PROPONENTS 4

2.1 Closing Time and Address for Proposal Delivery 4
2.2 Information Meeting 5
2.3 Late Proposals 5
2.4 Amendments to Proposals 5
2.5 Inquiries 5
2.6 Addenda 6
2.7 Examination of Contract Documents and Site 6
2.8 Opening of Proposals 6
2.9 Status Inquiries 6

3. PROPOSAL SUBMISSION FORM AND CONTENTS 6

3.1 Form of Proposal 6
3.2 Signature 6

4. EVALUATION AND SELECTION 7

4.1 Evaluation Team 7
4.2 Evaluation Criteria 7
4.3 Discrepancies in Proponent's Financial Proposal 8
4.4 Litigation 8
4.5 Additional Information 8
4.6 Interviews 9
4.7 Multiple Preferred Proponents 9
4.8 Negotiation of Contract and Award 9

5. GENERAL CONDITIONS 10

5.1 No City Obligation 10
5.2 Proponent’s Expenses 10
5.3 No Contract 10
5.4 Conflict of Interest 10
5.5 Solicitation of Council Members, City Staff and City Consultants 10
5.6 Confidentiality 10
5.7 No Claims 11

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES 12
SCHEDULE B – DRAFT CONTRACT.....18
SCHEDULE C – FORM OF PROPOSAL 36
SCHEDULE C-1 - STATEMENT OF DEPARTURES 38
SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES 40
SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (GOODS AND SERVICES).....42
SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE) 43
SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL.....44
ATTACHMENT 1 - PRIVACY PROTECTION SCHEDULE.....45
ATTACHMENT 2 – CONFIDENTIALITY AGREEMENT.....52

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

Through this Request for Proposals (the "**RFP**"), the City of Surrey (the "**City**") is seeking proposals from proponents (each a "**Proponent**") to perform the services described in Schedule A – Specifications of Goods and Scope of Services (the "**Goods and Services**"). That schedule, with such modifications as may be agreed between the City and the successful Proponent(s), will be incorporated into the contract between the City and the successful Proponent(s).

1.2 Definitions

In this RFP the following definitions shall apply:

(a) "**BC Bid Website**" means www.bcbid.gov.bc.ca;
(b) "**City**" means the City of Surrey;
(c) "**City Representative**" has the meaning set out in Section 2.5;
(d) "**City Website**" means www.surrey.ca;
(e) "**Closing Time**" has the meaning set out in Section 2.1;
(f) "**Contract**" means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;
(g) "**Evaluation Team**" means the team appointed by the City;
(h) "**Goods**" has the meaning set out in Schedule A;
(i) "**Preferred Proponent(s)**" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
(j) "**Proponent**" means an entity that submits a Proposal;
(k) "**Proposal**" means a proposal submitted in response to this RFP;
(l) "**RFP**" means this Request for Proposals;
(m) "**Services**" has the meaning set out in Schedule A;
(n) "**Site**" means the place or places where the Goods are to be delivered and the Services are to be performed; and
(o) "**Statement of Departures**" means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

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

on or before the following date and time

Time: **3:00 p.m., local time**
Date: **November, 19, 2026**

(the "Closing Time").

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

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

2.2 Information Meeting

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

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Sunny Kaila, Manager Procurement & Payables

E-mail: purchasing@surrey.ca

Reference: 1220-030-2026-056

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

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with Section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid website at www.bcbid.gov.bc.ca and the City website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

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

3.2 Signature

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

(a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should

be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

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

4.2 Evaluation Criteria

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

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

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

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

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

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

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

4.3 Discrepancies in Proponent's Financial Proposal

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

(a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

(b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;

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

4.4 Litigation

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

In determining whether or not to reject a Proposal under this Section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its contractors and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

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

4.6 Interviews

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

4.7 Multiple Preferred Proponents

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

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

4.8 Negotiation of Contract and Award

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

(a) enter into a Contract with the Preferred Proponent(s); or

(b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:

  (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;

  (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and

  (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or Goods and scope of Services if:

    (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or

    (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or

    (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Goods and Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or

(c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Goods and Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

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

5.2 Proponent's Expenses

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

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Consultants

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

5.6 Confidentiality

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

5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

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

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

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SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The City of Surrey (the "City") invites Proposals from experienced and qualified Proponents to provide the software, services, configuration, integration, training and support required to implement and operate a Parking Mobile Payment App (the "App") for the City's paid on-street and off-street parking locations.

The App must also support paid parking locations added by the City during the Contract term. The successful Proponents will be responsible for providing, configuring, commissioning and supporting the App and for integrating it with the applicable payment processing and parking enforcement systems. Pay stations are a separate payment channel and are outside the scope of this RFP.

The City may select one or more successful Proponents. Each proposed solution must be capable of operating effectively in a multi-provider environment without impairing the City's parking operations, enforcement processes, reporting or customer service.

2. BACKGROUND

The City currently has existing third-party vendors to provide mobile payment services at paid parking locations. The mobile applications allow customers to pay for and, where permitted, extend parking sessions using a mobile device without requiring use of an on-site pay station.

The current solutions exchange parking-payment validation information with the GTechna and Genetec parking enforcement systems used for handheld and vehicle-based enforcement. The mobile payment solutions operate primarily through the service providers' platforms rather than through the City's internal technology environment. Authorized City staff obtain operational and transaction information from the respective service-provider portals, and monthly statements are provided to support revenue reconciliation and audit activities.

3. SCOPE OF GOODS AND SERVICES

The City is seeking continuity of its current Parking Mobile Payment App Services while maintaining and considering the flexibility to include additional value-added capabilities and innovations.

The Proponents shall be responsible for below deliverables:

Implementation and Transition Planning

- Provide an implementation and transition plan proportionate to the proposed solution and the City's operating environment.

- Identify key activities, responsibilities, dependencies, deliverables, decision points and the proposed schedule from contract award through production launch.
- Coordinate with the City and applicable third parties to maintain continuity of mobile parking payment and enforcement services during transition.
- Support the addition, replacement or coexistence of providers where the City awards more than one Contract or continues services during transition.

Configuration and Integration

- Configure the App, administrative portal, parking locations, zones, rates, rules, discounts, user roles, notifications, branding and reporting required for the City's approved operating model.
- Design and implement required integrations with GTechna, Genetec and other approved third-party services within scope.
- Provide interface specifications, technical documentation and support required for integration testing and ongoing operations.

Testing and Acceptance

- Prepare a practical test plan and test cases covering customer payment flows, parking-session extensions, enforcement validation, administration, reporting, security and privacy controls, and revenue reconciliation.
- Support City acceptance testing and correct defects or configuration issues identified before production launch.
- Demonstrate that the production service meets the applicable mandatory requirements before go-live.

Training and Operational Readiness

- Provide role-based training and concise reference materials for City administrators, operational staff, finance or reconciliation staff, and support personnel, as applicable.
- Provide customer-facing information needed to support launch and transition communications.
- Provide knowledge transfer and operating documentation sufficient for the City to administer its responsibilities under the service model.

Ongoing Service, Support and Maintenance

- Provide ongoing hosting, maintenance, upgrades, customer support and City administrative support for the Contract term.
- Define support channels, service hours, incident priorities, escalation paths and service-level commitments.
- Maintain compatibility with supported mobile operating systems and agreed enforcement integrations.
- Notify the City in advance of material changes that may affect customer experience, integrations, data, security, privacy, fees or service availability.
- Provide ongoing reporting, revenue remittance, reconciliation support and assistance with authorized City audits.

Deliverables

- Implementation and transition plan, including schedule and responsibility matrix.
- Configured production-ready mobile application and administrative portal.
- Completed and tested integrations with applicable enforcement systems.
- Test plan, test results and resolution of identified defects.
- Training, user guidance, operational documentation and technical interface documentation.
- Support model, escalation contacts and service-level commitments.
- Monthly operational and financial reports, statements and revenue remittances.
- Data export and transition assistance at Contract expiry or termination.

4. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Proponents must submit Schedule C-3-1 (Technical and Functional Requirements Response), which is available as a separate attachment to this RFP.

The Proponents should indicate if their solution complies with each requirement by selecting the appropriate response code in the response code field and also provide a description in the comments field that explains how their solution meets each requirement, including any configuration, third-party dependency, limitation, additional fee or departure.

Requirements identified as mandatory must be met for the proposed solution to be considered. Preferred and desired requirements will be evaluated in accordance with the RFP. If the proposed solution includes a cloud computing component, the Proponents should also respond to the applicable cloud security and cloud service-level requirements in Schedule C-3-1.

Schedule C-3-1 may be viewed and/or downloaded from the City of Surrey's Managed File Transfer Service (MFT):

Hostname: https://mft.surrey.ca
Logon ID surreybid
Password: Welcome

Locate Folder 1220-030-2026-056

The following describes the required technical and functional requirements at a summary level.

Customer Experience and Accessibility

- Support City branding and provide a simple and efficient customer experience.
- Allow customers to register and manage their account using a web browser on desktop or mobile, or directly through the mobile application.
- Be available for Android and iOS devices and remain compatible with supported versions of those operating systems throughout the Contract term.

- Use geolocation, zone selection or another clear method to help the customer identify and confirm the applicable parking location.
- Display the active parking session and remaining paid time, notify the customer before parking expires, and allow the customer to extend parking time where permitted by City parking rules.
- Provide clear confirmation of payments, extensions, fees and parking-session status.

Parking Operations and Enforcement Integration

- Integrate with the City's applicable parking enforcement systems, including GTechna and Genetec, to make paid parking validation information available for enforcement activities.
- Support both handheld and vehicle-based enforcement workflows.
- Provide reliable and timely exchange of required validation data, including the licence plate and applicable parking zone or location information.
- Implement the proposed integration method, data exchange, data flow, dependencies, monitoring and error-handling approach.
- Continue to operate effectively where the City uses more than one mobile parking payment provider.

Discounts and Configurable Parking Programs

- Support configurable discount programs for City-approved events and employee parking.
- Allow the City to establish event-specific rates, configure programs in advance and communicate applicable program information to participants or attendees.
- Allow employee discounts to be configured for designated parking locations and for hourly or daily parking, with eligibility verified through a phone identifier, license plate number or another unique access code approved by the City.

Administration, Data Access and Reporting

- Provide a secure, web-based administrative portal or dashboard for authorized City users.
- Support account administration, operational oversight, transaction review, parking-zone or location administration, exception review and reporting.
- Allow authorized City users to access, search, view and export operational transaction data required for parking administration, enforcement, reconciliation, audit and reporting.
- Provide comprehensive operational and financial reports, including transaction and revenue information by parking lot, location or zone.
- Provide monthly statements and information required to support reconciliation of parking revenues and transaction fees.
- Preserve the City's ownership and access rights for City Data in accordance with the Contract, including the City's ability to retrieve or export City Data.

Payments, Security and Privacy

- Support secure electronic payment processing and comply with the current Payment Card Industry Data Security Standard applicable to the proposed solution and services.
- Clearly identify the payment-processing parties, transaction flow, settlement and remittance process, supported payment methods and any dependencies on third-party providers.
- Implement administrative, digital and physical safeguards appropriate to the sensitivity of the information processed.
- Comply with applicable British Columbia privacy legislation and the Privacy Protection Schedule included in the Contract.
- Identify all hosting, processing, backup and support-access locations and obtain the City's authorization before changing an approved location.
- Identify relevant security certifications, independent audit reports, attestations and privacy practices applicable to the proposed services.
- Notify and support the City in responding to security or privacy incidents in accordance with the Contract and applicable law.

Fees and Commercial Model

- Provide a transparent fee structure and clearly identify all transaction, service, payment-processing and other fees.
- Provide pricing for the scenarios, including end-user-paid and City-paid transaction-fee options and exclusive and non-exclusive service arrangements, where applicable.
- Clearly show all fees to the customer before completion of a transaction.
- Remit parking revenues and provide supporting statements in accordance with the payment, reporting and remittance provisions of the Contract.

Marketing and Signage Support

- Provide the City with an annual contribution of $600 in lieu of direct marketing support, for signage.
- Provide digital artwork, application identifiers and other materials reasonably required for City signage and customer communications. The City will install and maintain City-owned signage.

Innovation and Future Capabilities

- Proponents are encouraged to describe additional features, services, integrations and innovations that may provide value to the City or improve the customer experience. Proposed innovations must be clearly distinguished from the base solution and must identify any associated fees, implementation effort, dependencies and contractual implications.
- Electric Vehicle charging integration is a desired future-state capability and is not a mandatory requirement. Proponents should indicate whether their solution supports integration with EV charging networks through an API or equivalent mechanism, including the potential to initiate or authenticate charging sessions and coordinate parking duration with applicable charging arrangements.

5. DEMONSTRATIONS AND CLARIFICATIONS

The City may invite shortlisted Proponents to demonstrate their proposed solution. A demonstration may include the customer registration and payment experience, parking-session management, administrative portal, reporting, enforcement integration, security and privacy controls, and proposed innovations.

6. PRIVACY IMPACT ASSESSMENT

Under Section 69(5.3) of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) requires the City of Surrey to conduct a Privacy Impact Assessment (PIA) in accordance with the directions of the minister responsible for FOIPPA for the Services.

The preferred Proponents will be subject to a Privacy Impact Assessment.

PIA does not commit the City in any way to enter into an agreement, and there are no contract obligations until the City has signed the agreement.

[END OF PAGE]

SCHEDULE B – DRAFT CONTRACT



GOODS AND SERVICES AGREEMENT

Between

CITY OF SURREY

And

Full Legal Name of Contractor

For

PARKING MOBILE PAYMENT APP

Purchasing Reference No.: 1220-030-2026-056
Purchase Order No.: ######
ABW Contract No.: ##-#####

Title: Parking Mobile Payment App

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

Purchase Contract No.: 1220-030-2026-056

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., V3T 1V8, Canada

(the "**City**")

AND:

_____
(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

WHEREAS the City wishes to engage the Contractor to provide the Goods and Services and the Contractor agrees to provide the Goods and Services.

Parking Mobile Payment App

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

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

(a) "Disbursements" has the meaning set out in Section 5.3;

(b) "Dispute" has the meaning set out in Section 14.1;

(c) "Fees" has the meaning set out in Section 5.1;

(d) "Goods" has the meaning set out in Section 2.1;

(e) "Indemnitees" has the meaning set out in Section 7.1;

(f) "Invoice" has the meaning set out in Section 5.2(a)

(g) "Services" has the meaning set out in Section 2.1;

(h) "Term" has the meaning set out in Section 2.5; and

(i) "Time Schedule" has the meaning set out in Section 2.6.

1.2 Appendices

The following attached Appendices are a part of this agreement:

(a) Appendix 1 – Specifications of Goods and Scope of Services;
(b) Appendix 2 – Fees and Payment;
(c) Appendix 3 – Time Schedule;
(d) Appendix 4 – Personnel and Sub-Contractors;
(e) Appendix 5 – Additional Services;
(f) Appendix 6 – Privacy Protection Schedule; and
(g) Appendix 7 - Confidentiality Agreement.

2. GOODS AND SERVICES

2.1 Goods and Services

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

2.2 Amendment of Goods and Services

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

2.3 Additional Goods and Services

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

2.4 Standard of Care

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

2.5 Term

The Contractor will provide the Goods and Services for the period commencing on (**START DATE**) and terminating on (**END DATE**) (the "**Term**").

The City may at any time prior to ninety (90) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one-year periods. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

2.6 Time

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

2.7 Warranty of Goods

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

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

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

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor`s expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

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

3. PERSONNEL

3.1 Qualified Personnel

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

3.2 Listed Personnel and Sub-Contractors

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

3.3 Replacement of Personnel or Sub-Contractors

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

3.4 Sub-Contractors and Assignment

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

3.5 Agreements with Sub-Contractors

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

4. LIMITED AUTHORITY

4.1 Agent of City

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

4.2 Independent Contractor

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

5. FEES

5.1 Payment

The Contractor shall, in respect of a parking space purchased in accordance with Schedule M of the Surrey Fee-Setting By-law, 2001, No. 14577 (the "Fee Bylaw"), collect monies as follows:

a) the amount determined by the Fee Bylaw's specified rate for the chosen use of the parking space ("Parking Fee");
b) an additional amount if required by the issuer of the end user's credit card or alternate means of payment ("Credit Card Fee"); and
c) the amount specified by Appendix 2 of this Agreement ("Service Fee").

For greater certainty, the Parking Fee, which is payable to the City, includes applicable GST and the parking tax imposed by Translink for use of the parking space. The Credit Card Fee and the Service Fee are solely between the end user and the Contractor and have nothing to do with the City.

If the City chooses to adopt a fee scenario in which the end-user pays the transaction fee directly and as part of the parking fees, the user fee collected will represent the sole payment to the Contractor.

If the City chooses to adopt a fee scenario in which the City Pays the transaction fee, the Contractor will remit the parking revenues net of the applicable transaction fees. Monthly statements provided by the Contractor will detail the individual transactions by location and the corresponding transaction fees retained.

If the City reasonably determines that any portion of a statement is incorrect or inaccurate then the City will advise the Contractor and will require remittance of any discrepancies. Review of statements will be subject to audit by the City at its discretion.

5.2 Reporting and Remittances

The Contractor shall provide the following to the City on a monthly basis:

a) no later than the 7th day of the month after the month being reported on, a report containing the following information (numbers are for illustrative purposes only), to be made available on the Contractor's portal:

Lot/Zone ID	Parking Fee	Refunded	Service Fee	Credit Card Fee	Total Collected
XXXXX	2.00		0.15	0.06	2.21

; and

b) no later than the 15th day of the month after the month in which the monies are collected, the Parking Fees.

If, within ninety (90) days of issuance, the City reasonably determines that any portion of a report or Parking Fee payment is incorrect or inaccurate, the City will immediately (and in all cases within ninety (90) days of issuance of the report), advise the Contractor and require remittance of any discrepancies. Review of reports will be subject to audit by the City at its discretion.

5.3 Records

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

5.4 Goods not listed in Appendix 2

All replacement Goods not specifically listed in Appendix 2 but required will be supplied by the Contractor and invoiced to the City at cost plus. The Contractor shall submit, upon request by the City, actual supplier's invoices to establish the cost of the Goods.

5.5 Units of Goods and Services

The estimated units of Goods and Services in Appendix 2 are for determination of the price only. The City does not guarantee that the actual amounts of Goods and Services of any unit class will correspond even approximately to the estimated units, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Appendix 2.

5.6 Personnel Hourly Rates

The personnel hourly rates in Appendix 2 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

5.7 Equipment Hourly Rates

The equipment hourly rates in Appendix 2 shall include all overhead, profit and shall include operators, fuel, repairs, moving charges, etc. Time required for transportation of equipment to and from work sites within Surrey will be payable at the appropriate equipment hourly rates. Payment

for time required to transport equipment into and out of the City's jurisdictional boundaries will not be payable.

5.8 Incidental Goods Supply

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid for separately by the City under Appendix 2.

5.9 Non-Residents

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

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

6. CITY RESPONSIBILITIES

6.1 City Information

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

6.2 City Decisions

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

6.3 Notice of Defect

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

7. INSURANCE AND DAMAGES

7.1 Indemnity

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

by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

7.2 Survival of Indemnity

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

7.3 Contractor's Insurance Policies

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

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

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

7.4 Insurance Requirements

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

7.5 Contractor Responsibilities

The Contractor acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage

limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

7.6 Additional Insurance

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

7.7 Waiver of Subrogation

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

8. TERMINATION

8.1 By the City

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

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

(a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or

(b) If the Contractor is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor further written notice.

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

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

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

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

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

8.3 Curing Defaults

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

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

9.1 Applicable Laws and City Policies

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

The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

9.2 Codes and By-Laws

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

9.3 Interpretation of Codes

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the

Contractor as a result of the performance of the Goods and Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Goods and Services.

10.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

Refer to Attachment 1 Privacy Protection Schedule, and Attachment 2 Confidentiality Agreement

The Privacy Protection Schedule and Confidentiality Agreement attached to this agreement forms a part of and is incorporated into this agreement.

10.3 Return of Property

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

11. RIGHTS AND LICENSE IN AND TO CITY DATA

The parties agree that as between them, all rights, in and to all data related to the parking transactions contemplated under this Agreement, with the exception of any 'personal information', as such term is defined in Attachment 1 - Privacy Protection Schedule. (collectively referred to as the "City Data") shall remain the exclusive property of the City, and the Contractor has a limited, nonexclusive license to access and use these City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder. For further clarification, the treatment of 'personal information' shall be dealt with in accordance with section 10 and the applicable schedules referenced therein.

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

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

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

The Contractor shall agree to support the City to conduct a City Data export annually for archiving purposes.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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

The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.

The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1.* The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.

The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

13. BUSINESS LICENSE

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

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

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

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

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

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

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

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

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

16. GENERAL

16.1 Entire Agreement

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

16.2 Amendment

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

16.3 Contractor Terms Rejected

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

16.4 Survival of Obligations

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

16.5 Cumulative Remedies

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

16.6 Notices

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

(a) The City:

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

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

Fax No.: **<⌨ insert>**

(b) The Contractor:

<⌨ insert name and address>

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

Business Fax No.: **<⌨ insert>**

16.7 Unenforceability

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

16.8 Headings

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

16.9 Singular, Plural and Gender

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

16.10 Waiver

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

16.11 Signature

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

16.12 Enurement

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

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

CITY OF SURREY

I/We have the authority to bind the City.

_____
(Signature of Authorized Signatory)

_____
(Print Name and Position of Authorized Signatory)

[INSERT NAME OF CONTRACTOR]

I/We have the authority to bind the Contractor.

_____
(Legal Name of Contractor)

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

(APPENDICES 1 THROUGH 7 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)

APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

APPENDIX 6 – PRIVACY PROTECTION SCHEDULE

APPENDIX 7 – CONFIDENTIALITY AGREEMENT

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **Parking Mobile Payment App**

RFP Reference No.: **1220-030-2026-056**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement & Payables

Email for PDF Files: purchasing@surrey.ca

Dear Sir:

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

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

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

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

4.0 I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the "prime contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another

contractor at the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted by this **[day]** day of **[month], [year].**

I/We have the authority to bind the Proponent.

_____
(Legal Name of Proponent)

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

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	**Requested Departure(s) / Alternative(s)**
_____	_____
_____	_____

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

(a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;

(b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;

(c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search Standard Certificate of Insurance;

(d) City of Surrey or Intermunicipal business license Number: _____;

(e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is _____; and

(f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Section	**Requested Departure(s) / Alternative(s)**
_____	_____
_____	_____

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

Section	**Requested Departure(s) / Alternative(s)**
_____	_____
_____	_____

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

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

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

(i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;

(ii) Proponent's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;

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

(iv) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased);

(v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;

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

(vii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience:

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

Sub-Contractors

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

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

(ix) Describe any difficulties or challenges you might anticipate in providing the Goods and Services to the City and how you would plan to manage these.

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

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

(i) a narrative that illustrates an understanding of the City's requirements for the Goods and Services;

(ii) a description of the general approach and methodology that the Proponent would take in providing the Goods and performing and managing the Services including specifications and requirements;

(iii) a narrative and sample schedule that illustrates how the Proponent will implement or commence provision of the Services, and transition from any previous or incumbent service provider to their own service;

(iv) a description of the standards to be met by the Proponent in providing the Goods and Services;

(v) a description of management software and reports accessible online by the City's management team;

(vi) a description of app functionality and end users' access to feature and reports;

(vii) a description of new mobility and intelligent transportation options or features available in combination with the app or as separate functionality; and

(viii) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);

(ix) Provide in detail how Proponent's proposal meets the **Parking Mobile Payment App**. Please complete **Functional & Technical Requirements Response,** Schedule C-3-1.

Schedule C-3-1 may be viewed and/or downloaded from the City of Surrey's Managed File Transfer Service (MFT):

Hostname:	https://mft.surrey.ca
Logon ID:	surreybid
Password:	Welcome
Locate Folder:	1220-030-2026-056

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

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

MILESTONE DATES _____

ITEM DESCRIPTION	SCHEDULE IN _____									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

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

Schedule of Rates:

Item #	Item Name	Total Amount
To provide all labour, software, licenses, installation & implementation, support & maintenance, training, and materials necessary for provision of a Parking Mobile Payment App. Payment for services will be solely through transaction fees levied to end users or paid by the City per the following options: **Proponents should provide transaction fee pricing based on three scenarios:**		
1.	**City payment of transaction fees with Contractor Exclusivity** - the Proponent is the sole provider of parking-related mobile payment processes	$
2.	**City payment of transaction fees with Contractor Non-Exclusivity** - the City may retain the services of other entities to undertake the same or similar functions as those undertaken by the Proponent	$
3.	**End-user Payment of Transaction Fees** – Proponent should describe options for "bundled" transaction and parking fees, i.e. transaction is combined with parking charges, as well as separation of transaction fee and parking charges.	$
		CURRENCY: Canadian

ATTACHMENT 1 - PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule:

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

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

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

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

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

   (f) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

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

   (h) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement;

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

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

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

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

Purpose

2. The purpose of this Schedule is to:

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

(b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that:

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

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

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

Collection of Personal Information

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

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

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

(b) the Agreement otherwise specifies; or

(c) the City otherwise directs in writing.

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

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

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

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

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

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

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

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

13. Within 5 business days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the City, the Contractor disclosed the information being corrected or annotated.

14. If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as

unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

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

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

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

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

Retention of Personal Information

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

Use of Personal Information

21. Unless the City otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

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

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

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

Disclosure of Personal Information

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

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

(a) receives a third party request for disclosure;

(b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third party request for disclosure; or

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

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

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

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

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

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

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

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

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

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

Notice of Unauthorized Disclosure

26. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the City.

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

Inspection of Personal Information

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

Compliance with the Act and Directions

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

    (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

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

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

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

Notice of Non-Compliance

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

Termination of Agreement

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

Interpretation

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

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

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

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

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

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

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

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

ATTACHMENT 2 – CONFIDENTIALITY AGREEMENT

Reference No.: 1220-030-2026-056

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue,
Surrey, B.C., V3T 1V8

(the "**City**")

OF THE FIRST PART

AND:

_____

_____

(*Insert Full Legal Name and Business Address)*

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

A. The Contractor and the City acknowledge that the process of the Contractor having access to information will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Confidentiality and Non-disclosure Agreement ("Confidentiality Agreement") confidential information (the "Confidential Information") means any information regarding potential City land sites, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.

B. The Contractor, upon executing this Confidentiality Agreement, has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with this Confidentiality Agreement.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential

Information, or any portion thereof, except as contemplated herein, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.

2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor's directors, officers, employees, and sub-Contractor who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-Contractor, the Contractor shall inform each of the said directors, officers, employees, and sub-Contractors of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-Contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.

3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Confidentiality Agreement.

4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include a reasonable degree of care, and not less than that which the Contractor utilizes to protect its own confidential information of a similar nature.

5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.

6. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request. Notwithstanding the foregoing, the Contractor may retain one (1) copy of all Confidential Information in the files of its general counsel for the sole purpose of ascertaining its rights and obligations in the event of a dispute hereunder, provided, however, that such retained Confidential Information shall be held in accordance with the confidentiality requirements of this Confidentiality Agreement.

7. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City, with the exception of one (1) copy, consistent with Section 6 herein.

8. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Confidentiality Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.

9. The Contractor acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.

10. Disclosure of the Confidential Information to the Contractor the terms of this Confidentiality Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.

11. This Confidentiality Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor's dealings or engagement with the City.

12. The Contractor represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Confidentiality Agreement.

13. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.

14. No provision of this Confidentiality Agreement shall be deemed to be waived by the City and no breach of this Confidentiality Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

This Confidentiality Agreement is accepted and agreed to on this _____ day of _____, 202_.

I/We have the authority to bind the Contractor.

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

Business Email Address: _____

Business Telephone: _____

Business Facsimile: _____