MOUNTAINS OF OPPORTUNITY
CRANBROOK

CITY OF CRANBROOK

Request for Proposals

Downtown Parking System Update

RFP NO.: CRA2026-R-007

Issue Date:

Tuesday, November 2, 2026

Closing Time:

Wednesday, November 25, 2026 by 4:00 PM

Mountain Daylight Time (MDT)

Closing Location:

BC Bid Submissions Only

Attention: Conor Britton
Community Planner
City of Cranbrook

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1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

1.1 Request for Proposals

The Corporation of the City of Cranbrook is requesting competitive proposals from experienced and qualified vendors for the supply, installation, operation, and maintenance of a digitally enabled parking management solution. The City seeks to modernize its parking infrastructure to improve the experience for residents, businesses, and visitors while optimizing revenue collection and enforcement efficiency. The successful vendor will demonstrate the ability to weigh benefits and drawbacks of mobile App vs Kiosk systems and provide the City with an operationally sustainable solution.

This Request for Proposals is intended to identify vendors with the capability to deliver an integrated parking platform that supports pay-by-plate technology and mobile payment functionality as part of the City's Downtown on-street parking program.

1.2 Definitions

Throughout this Request for Proposals, the following definitions apply:

a) "Addenda" means all additional information regarding this RFP including amendments to the RFP;

b) "Agreement" has the meaning set forth in Section 1.1 (Request for Proposals)

c) "BC Bid" means the BC Bid website located at www.bcbid.gov.bc.ca;

d) "Business Day" means a standard day for conducting business in British Columbia, excluding government holidays and weekends;

e) "City" means the Corporation of the City of Cranbrook;

f) "Closing Location" includes the location indicated on the cover page of this RFP;

g) "Closing Time" means the closing time and date for this RFP as set out on the cover page of this RFP;

h) "Contract" means the written agreement resulting from the RFP executed by the City and the successful proponent;

i) "Contractor" means the successful proponent selected from this RFP who enters into a contract with the City;

j) "Must", "mandatory", or "required" means a requirement that must be met in order for a proposal to receive consideration;

k) "Proponent" means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP;

l) "Proposal" means a written response to the RFP that is submitted by a Proponent;

m) "Proposal Price" means the total estimated price submitted by a Proponent as described in the Summary Form of Proposal;

n) "Request for Proposals" or "RFP" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda;

o) "Should", "may" or "weighted" means a requirement having a significant degree of importance to the objectives of the RFP.

1.3 Delivery of Proposals

Proposals **MUST** be in English and **MUST** be submitted using the submission method below:

***BC Bid Electronic Submission**:* Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid and e-bidding key requirements (found at www.bcbid.gov.bc.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal. Use of an e-bidding key is effective as signature.

All proposal submissions **MUST** include a completed and signed *SUMMARY FORM OF PROPOSAL* plus the information required as described in Section 3 of this RFP.

Proposals received after the Closing Time will not be accepted.

There will be no public opening for this RFP.

1.4 Submission of Proposals

a) Proposals **MUST** be submitted before the Closing Time to the Closing Location using the submission method set out in Section 1.3 of this RFP. The Proponent is solely responsible for ensuring that the City receives a complete proposal, including all attachments or enclosures, before the Closing Time.

b) For BC Bid electronic submissions, the following applies:

   i. File uploads are limited to 500 MB per file. There are an unlimited number of attachments.

   ii. Proponents submitting by electronic submission are solely responsible for ensuring that any attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses, malware or corrupted attachments.

   iii. The closing time on BC Bid is shown in Pacific Time (PT). The City's Closing Time in this RFP is in Mountain Time (MT). Proponents must ensure their submission is uploaded and completed prior to the Closing Time.

c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service ($150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact the BC Bid Helpdesk at 1-800-663-7867 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

d) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.

e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and BC Bid.

1.5 Proposal Submission Format and Checklist

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered.

a) Title Page, showing Proponent's name, contact person and title, address and contact information;
b) Completed *Summary Form of Proposal* **(signature required)**;
c) Development of Downtown Parking Implementation Plan for the City of Cranbrook
    a. Approach & Methodology as described in Section 3.1;
    b. Fees for Service as described in Section 3.2;
    c. Qualifications & Experience as described in Section 3.3.

1.6 Contact

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and on the City website.

Conor Britton, Community Planner
Email: conor.britton@cranbrook.ca

The cut-off for submitting any questions relating to this RFP will be 48 hours before the Closing Time. Questions received after this time may not be answered.

2. PROJECT OBJECTIVES AND SCOPE OF WORK

2.1 Background

In 2025, the City of Cranbrook completed the Downtown Parking Plan and Strategy (DPPS). The DPPS reviewed the existing conditions, policies, and practices of on-street and off-street parking. The findings of the review informed the recommendations identified within the parking strategy for the downtown area that considered existing needs as well as the needs of the future.

The DPPS identified several short, medium and long-term actions. The City has begun implementation of the short-term recommendations by updating City Bylaws to introduce updated fees associated with parking within the downtown area. Parking meters in the downtown area were then programmed to reflect the newly adopted parking fees. The City of Cranbrook is now looking to integrate digital payment systems into the downtown parking landscape by:

- Exploring digital payment systems and apps to determine the best fit for the City's needs.
- Integrate "Free Parking for Seniors" program and "Variable Pricing" into digital payment systems.
- Monitor and evaluate the performance of the digital payment system regularly, use the data collected to refine and enhance parking management strategies over time.
- Integrate a digital payment system to facilitate the shift to first-come, first-served hourly and daily paid parking in City owned parking lots.
- Improve efficiency of parking enforcement through handheld meter reading technology.

The modernization of the City's Downtown parking infrastructure is of key interest to the City of Cranbrook. The objective of the improvements sought out by this RFP should improve the experience for residents, businesses, and visitors in the Downtown area while optimizing revenue collection and enforcement efficiency.

The City's existing downtown parking system needs to be updated to support new technologies within existing infrastructure as well as a newly integrated and scalable digital platform to manage and enforce parking.

All citizens of and visitors to Cranbrook will benefit, as any work will aim to enhance the experience for current businesses and users of the downtown area while encouraging more people to utilize alternative means of transportation and to increase parking turnover rates to support local businesses.

2.2 **Project Description**

The Corporation of the City of Cranbrook is requesting competitive proposals from experienced and qualified vendors to submit proposals for the supply, installation, operation, and maintenance of a digitally enabled on-street parking management solution. This Request for Proposals is intended to identify vendors with the capability to deliver an integrated parking platform that supports pay-by-plate technology and mobile payment functionality as part of the City's Downtown on-street parking program.

The successful applicant will be able to provide a report outlining the benefits and drawbacks of various digital parking systems, as well as implement the short-term actions identified within the City of Cranbrook Downtown Parking Plan and Strategy. Current technology solutions will be provided to the City with a specific focus on metered and app based parking management systems.

The City may request the utilization of the successful Proponent's services for future opportunities and design/engineering work. Future services under the scope of this RFP may be procured, subject to applicable extension clauses.

2.3 Information Provided by the City (See BC Bid Attachments for Some Reference Documents)

The following documents are attached as a part of this RFP:

- Appendix 1 – Score Card
- Appendix 2 – Sample Agreement
- Appendix 3 – List of Reports

The following is a list of resource material that will be provided to the successful proponent by the City in order to undertake the Work, assuming all documents can be obtained.

1. All available record drawings for the proposed project limits and additional relevant infrastructure.
2. Available ArcGIS files and data related to the project scope.
3. Available City reports related to the proposed project.

Should additional information, clarification, or confirmation of provided information be necessary to complete the work, the Contractor shall notify the City in writing immediately.

All information is provided on an as-is basis, and although the City of Cranbrook has compiled and reviewed the information for general accuracy and correctness, the City offers no guarantees that the information or any portion thereof is correct and will not retain any liability as a result of its use. Any design assumptions using this information must be checked against all other available data. Assumptions for critical infrastructure elements where failure or reduced infrastructure capacity would put the City at risk must be clearly communicated to the City of Cranbrook in each instance to determine where additional investigation may be required.

2.4 Project Details

2.4.1 General Requirements

This Section will define the general requirements for the delivery of Services for the Implementation of Parking System Upgrades.

i. The City of Cranbrook requires Parking Solutions Vendors that are both effective and efficient in their delivery.

ii. The Parking Solutions Vendor will be responsible for reviewing, understanding and incorporating all information provided by the City of Cranbrook or made readily available by visiting and investigating relevant development areas.

iii. The Parking Solutions Vendor will not be compensated for any extra or additional work undertaken as a consequence of errors or omissions due to failure to incorporate any information provided by the City of Cranbrook or made readily available by visiting and investigating the relevant development areas.

iv. The Parking Solutions Vendor may not incorporate, add, affix or include any disclaimers or qualifying statements to any submissions to the City of Cranbrook that would remove themselves from being professionally responsible for the work that they will undertake.

v. The City of Cranbrook is the rightful owner of all designs, drawings, surveys, studies, models, documents and data created for the City for the City's benefit as a result of any work undertaken by the proponent for the City.

vi. The City will rely on the Parking Solutions Vendor and their staff to represent the City's best interests and the best interests of the public when it comes to timely work, cost effective work, and mitigation of service disruption and public discontent.

2.4.2 **Scope of Work**

This Section will define the tasks and components required for the services related to the Project.

Qualified parking solutions vendors must include the following:

Pay-by-Plate and Mobile System

- Produce a report outlining the various options for modernized parking fee management systems identifying the respective benefits and drawbacks
- Supply of modern pay-by-plate digital systems capable of storing vehicle license plates to associate payments with specific vehicles
- Integration with one or more mobile payment platforms (iOS and Android), allowing users to initiate, extend, and pay for parking sessions remotely
- Support for multiple payment methods including credit/debit card (contactless and chip), mobile wallet (e.g., Apple Pay, Google Pay), and in-app payment
- Real-time session management, including grace periods, session extension notifications, and expiry alerts to parkers
- Back-end management dashboard for City staff to monitor active sessions, transaction history, and revenue reporting
- Integration capability with the City's existing financial, accounting and ticketing systems (CityWorks Asset Management System)

System Management, Back-Office Platform and Enforcement.

- A cloud-based or hosted management portal accessible to City administrators
- Real-time and historical reporting on occupancy, revenue, and payment method breakdown
- Configurable rate structures to support variable pricing, event pricing, and time-of-day adjustments
- Remote configuration and firmware update capability for all deployed hardware
- Role-based access controls for City staff and any contracted enforcement personnel

Installation, Training, and Maintenance

- Full installation of all software and network connectivity as required
- Comprehensive training for City operations and enforcement staff
- Ongoing technical support with defined service level agreements (SLAs) for response and resolution times
- Preventive and reactive maintenance program for all deployed equipment for the duration of the contract
- Warranty provisions covering both hardware components and software/platform services

Additional Requirements:

In addition to the information provided above, the scope of work requires:

- Weatherproof and vandal-resistant housing rated for operation in the environmental conditions of southeastern British Columbia, including sub-zero winter temperatures
- Clear and intuitive user interface
- Demonstrated payment card security ensuring Payment Card Industry compliance

Optional items:

- Full installation of all hardware, including civil works, power connections, and network connectivity as required
- Kiosk system if suitable and cost-effective

Alternative Solutions and Technologies:

The City is willing to accommodate alternative solutions provided by the successful applicants.

2.4.3 **Project Team**

The Proponent must submit a company summary including any relevant contact information for the Project Manager/Implementation Lead. The Proponent must submit references for similar sized projects undertaken by the Project Manager/Implementation Lead.

The Parking Solutions Vendor will appoint a Project Team as per the titles, roles, experience, and abilities as specified below. These team members will be directly responsible for their roles and will be the individuals directly undertaking the majority of their work as it is defined. The Parking Solutions Vendor shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

Project Manager/Implementation Lead – Responsible for leading the implementation process and ensuring all applicable criteria is met. Experience must show a minimum of 5 years and 5 projects of similar size, scope and value.

Project Support – Responsible for supporting delivery through technical skills; includes technical support staff. Experience must show a minimum of 2 years and 2 projects of similar size, scope and value.

3. PROPOSAL

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 3.1 – 3.3 **MUST** be included. They represent the criteria against which the Proposal will be evaluated.
The length of the entire Proposal **MUST** not exceed 10 pages in length. This length excludes the title page, table of contents, and items specified under section 3.3: Qualifications and Experience.

3.1 Approach and Methodology

Proponents should provide a general overview of how they intend to undertake the project including:

- A statement of the understanding of the work to be done (identified in Sections 2.2 & 2.4)
- The approach and methodology proposed for the Implementation measures.
- Any other information the proponent deems necessary to outline their understanding and methodology for the project.

3.2 **Fees for Service**

Proponents must provide Hourly Unit Rates for each team member with the proposal, which will be valid for the duration of the agreement. The hourly unit rates would be used for any work agreed upon by both parties. Fee estimates should be based on the cost of supplying the services, technologies and associated infrastructure that will be required as well as the ongoing operating and maintenance costs associated.

If installation is proposed, the number of hours required for installation should be reflected in the fees for service. The Proponent is required to provide a baseline estimate for the proposed works, this baseline estimate will be used to form the base value of the contract for services.

The proponent should provide written assumptions based on available information such as population, parking statistics, zoning, development data, and other sources, that informed the estimates provided. This will allow for the City and the proponent to understand potential phasing, scope adjustments, and planning for future growth and expansion of proposed parking solutions.

3.3 **Qualifications and Experience**

Proponents should provide information regarding their qualifications and experience including the following:

a) A brief description of the Proponent's organization, size, services provided, areas of expertise, and length of time in operation.

b) A summary of at least 3 projects of similar size and nature for local governments, including contact references

c) The Proponent must submit information on the Project Team members as specified in Sections 2.4.3.

4. EVALUATION CRITERIA

Evaluation of proposals will be completed by a committee formed by the City with a minimum of 3 employees who have expertise in the RFP subject matter and experience with procurement.

The selection will be based on four main factors: (1) Mandatory Criteria; (2) Qualifications, Experience, and Project References; (3) Approach and Methodology; (4) Project Knowledge and Understanding. Provided the applicable Proponent has received a "pass" for (1) Mandatory Criteria, the City will continue to assign a weighted score to each Proposal as set out below.

The City's desire is to enter into an Agreement with the Proponent who has met all mandatory criteria and minimum scores (if applicable), and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

4.1 Mandatory Criteria (pass/fail)

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria	**Pass / Fail**
The proposal must be received at the Closing Location before the Closing Time.	
The proposal must be in English.	
The proposal must be submitted using the submission method set out in Section 1.3 of this RFP.	
Fee estimate(s) including information referenced in 3.2 Fees for Service.	
The proposal must include a signed copy of the *Summary Form of Proposal*.	
References and summary of similar projects including examples with team members in the proposal.	

4.2 Evaluation Criteria

Proposals meeting all mandatory criteria will be further assessed against the following weighted criteria. Evaluation criteria are attached to this document as Appendix 1. Criteria to be used is also detailed below:

Evaluated Items		***Weight***	***Minimum Score***
Qualifications, Experience, and Project References		25	18
Approach & Methodology (Implementation Measures and Collaboration with the City)	Phasing and Implementation Strategy	10	6
	Enforcement and Ticketing	10	6
	Financial Integration and Revenue Projections	10	6
	Ongoing Technical Support and Training Program	10	6
	Engagement and Awareness Campaign	10	6
Project Knowledge & Understanding		25	18
Total		***100***	***66***

In addition to the requirements indicated in this Request for Proposal, the Proponent may include additional information that will express its ability to undertake the specific deliverables for this specific project.

5. TERMS AND CONDITIONS

5.1 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

5.2 Additional Information

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

5.3 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not.

5.4 Proposal Validity

Proposals will be open for acceptance for at least ninety (90) days after the Closing Time even if another Proposal is accepted by the City.

5.5 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

5.6 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

5.7 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

5.8 **Liability for Errors**

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

5.9 **Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including the costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

5.10 **Agreement and Contract**

This RFP is not an Agreement to purchase goods or services. The City is not bound to enter a Contract with any Proponent. Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute an Agreement. Only if a Proponent and the City enter a subsequent full written and executed Agreement will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services. The City of Cranbrook will provide staff time and resources to aid the successful Proponent in the development of a completed work plan.

Any Agreement with the selected Proponent will be in accordance with the Terms and Conditions of the Sample Agreement (See Appendix 2).

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

The City may request an extension of the Contract with a successful Proponent for future design/engineering work under the scope of this RFP. Any extensions will be subject to applicable extensions clauses.

5.11 **Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;

b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;

c) to accept the proposal in total or in part;

d) to waive any non-material irregularity, defect or deficiency in a proposal;

e) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;

f) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;

g) at any time, to reject any or all proposals; and

h) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

5.12 **Solicitation**

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor or representative of the City, including members of the evaluation committee and any elected or appointed officials of the City, or with the media, may result in disqualification of the Proponent.

5.13 **Workers Compensation Act**

The Contractor must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Contractor must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be working on the project.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Contractor, may terminate the Contract.

The Contractor agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Contractor is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services.

5.14 **Indemnity and Liability Insurance**

For any Contract the City may enter with the successful Proponent, the Contractor must indemnify and hold harmless the City, its employees, and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this RFP. Such indemnification must survive termination of the Contract.

The Contractor must provide to the City proof of $2 million General Liability Insurance with the City named as an additional insured party and proof of Professional Liability Insurance (errors and omissions coverage) with minimum $500,000 per claim and $1,000,000 aggregate. The City reserves the right to modify the type of insurance coverage and amount coverage (which may include increasing the amount of coverage) required to be carried by the Contractor.

5.15 **Compliance with Laws and Permits**

The Contractor must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Contractor must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of the public health. The Contractor must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

5.16 **Trade Agreements**

This RFP has been issued in compliance with the City of Cranbrook Purchasing Policy No. 40-501 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

5.17 **Freedom of Information**

Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Proponent or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the City in relation to this RFP, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to this RFP, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

5.18 **Conflict of Interest**

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual, perceived, or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

A Proponent must disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees. The City has the right to reject any proposal submitted by a Proponent who in the City's determination, has, or if awarded the Contract would have, an actual, perceived, or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

5.19 **No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the successful proponent will not be an exclusive contract for the provision of the goods or services described in Section 2. The City may contract with others for goods and services the same as or similar to those described in Section 2 or may obtain such goods and services internally.

CITY OF CRANBROOK
SUMMARY FORM OF PROPOSAL

RFP NO: CRA2026-R-007

NAME OF PROJECT: DOWNTOWN PARKING SYSTEM UPDATE

ACKNOWLEDGEMENT OF ADDENDA
We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM	
ADDENDUM	

CONFIRMATION OF THE PROPONENT'S INTENT TO BE BOUND:
The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal, the Proponent agrees to all the terms and conditions of the RFP including the following:

a) The Proponent has carefully read and examined the entire Request for Proposals;
b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
c) The Proponent agrees to be bound by the statements and representations made in its Proposal.

Proponent Name (please print):_____

Name & Title of Authorized Representative (please print): _____

Signature of Authorized Representative: _____

Address: _____

_____

Telephone: _____ **Email:** _____

Executed this _____ **day of**_____, **20**_____

Appendix 1 – Score Card

Evaluated Items		***Weight***	***Minimum Score***	***Proposal Score***
Qualifications, Experience, and Project References		25	18	
Approach & Methodology (Implementation Measures and Collaboration with the City)	Phasing and Implementation Strategy	10	6	
	Enforcement and Ticketing	10	6	
	Financial Integration and Revenue Projections	10	6	
	Ongoing Technical Support and Training Program	10	6	
	Engagement and Awareness Campaign	10	6	
Project Knowledge & Understanding		25	18	
Total		***100***	***66***	

Appendix 2 – Sample Agreement

AGREEMENT

FOR

PROFESSIONAL SERVICES

MEMORANDUM OF AGREEMENT dated the day of , 2026

-BETWEEN-

THE CORPORATION OF THE CITY OF CRANBROOK

Hereinafter called the 'City'

THE PARTY OF THE FIRST PART

-AND-

Hereinafter called the 'Proponent'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to supply, install, and maintain a digitally enabled parking management system.

hereinafter called the 'Project' and has requested the Proponent to provide professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the City and the Proponent mutually agree as follows:

1. GENERAL CONDITIONS

1.1 Retainer

The City hereby retains the services of the Proponent in connection with the Project and the Proponent hereby agrees to provide the services described herein under the general direction and control of the City.

In this Agreement the word Proponent shall mean professionals and other specialists engaged by the City directly and whose names are party to this Agreement.

1.2 Services

The services to be provided by the Proponent and by the City for the Project are set forth in Section 2 and such services as changed, altered or added are hereinafter called the 'Services'.

1.3 Compensation

a) The City shall pay the Proponent in accordance with the provisions set forth in Section 3.

b) The Proponent will not be compensated for any extra or additional work undertaken as a consequence of errors or omissions due to failure to incorporate any information provided by the City or Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.

1.4 Relationship

The Proponent, while performing any Services under this Agreement, is an independent contractor and acknowledges that he is not an employee of the City.

Accordingly:

- The Proponent agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Proponent or amounts paid by the Proponent to its employees. The Proponent also agrees to indemnify the City from any and all claims in respect to the City's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plans contributions.

- The Proponent agrees that as an independent contractor, the Proponent will not be qualified to participate in or to receive any employee benefits that the City may extend to its employees.

- The Proponent is free to provide services to other clients, so long as such other clients are not in competition with the City and as long as there is no interference with the Proponent's contractual obligations to the City.

- The Proponent has no authority to and will not exercise or hold himself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

1.5 The Proponent acknowledges that he is an employer as defined in the *Workers' Compensation Act*, and that it will, as a condition of the Agreement, comply with the *Workers' Compensation Act* and the regulations thereto and that the City will not be responsible for any costs, fines or levies resulting from the Proponent's failure to comply with Workers' Compensation Board regulations.

1.6 The Proponent agrees that the terms and conditions of this Agreement shall be binding upon the Proponent, his staff, subcontractors and their staff employed by the Contractor; and further, that the Proponent shall abide by all applicable Federal and Provincial labour and equipment statutes.

1.7 The Proponent shall be responsible for payment of all costs and benefits payable by or on behalf of his employees, including, but not restricted to, if applicable, holiday pay, sick time allowance, unemployment insurance, Workers' Compensation, Canada Pension or any other pension plan contributions, Health Care Insurance Premiums, Liability Insurance or Group Life Insurance and shall also be responsible for any and all tax or similar remittances required to be made by law.

1.8 Staff and Methods

a) The Proponent shall perform the services under this Agreement with that degree of care, skill and diligence normally provided in the performance of such Services as contemplated by the Agreement at the time such Services are rendered. The Proponent shall employ only competent staff who will be under the supervision of a senior member of the Proponent's staff.

b) The Proponent and their staff will represent the City's best interests and the best interests of the public when it comes to timely work, cost effective work, and mitigation of service disruption and public discontent.

1.9 Drawings and Documents

a) Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Proponent for the City, including record drawings, may be used by the City, for the Project herein described.

b) The Proponent may not incorporate, add, affix or include any disclaimers or qualifying statements to any drawings or submissions to the City of Cranbrook that would remove themselves from being professionally responsible for the work that they will undertake.

1.10 Intellectual Property

All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by the Proponent in connection with the Project (the "Instruments of Service"), including all copyright and other intellectual property therein, are and shall at all times remain the property of the Proponent unless otherwise agreed in writing between the parties.

The City shall have permanent exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Proponent in connection with the Project.

1.11 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Proponent shall keep a detailed record of the hours worked by staff employed for the Project.

(b) The City may inspect timesheets and record of expenses and disbursements of the Proponent during regular office hours with respect to any item which the City is required to pay on a time scale or disbursement basis as a result of this Agreement.

(c) The Proponent, when requested by the City, shall provide copies of receipts with respect to any disbursement for which the Proponent claims payment under this Agreement.

1.12 Changes and Alterations and Additional Services

With the consent of the Proponent the City may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the City necessitates additional staff or services, the Proponent shall be paid in accordance with Section 3.2 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2. In the event that the City delays the project then the Proponent shall have the right to renegotiate the agreement.

The Proponent shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

1.13 Suspension or Termination

Either Party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Proponent shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Proponent shall be entitled to payment in accordance with Section 3.2. for any of the Proponent's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Proponent is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the City shall pay for the Services rendered and disbursements incurred by the Proponent to the date of such termination.

1.14 Indemnification

The Proponent shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, his employees, officers or agents may suffer, to the extent the Proponent is legally liable as a result of the negligent acts of the Proponent, his employees, officers or agents in the performance of this Agreement.

The City agrees to hold harmless, indemnify and defend the Proponent from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Proponent in the performance of consulting services to the City within this project.

1.15 Insurance

The City will accept the insurance coverage amount specified in this clause section (a) as the limit of liability of the Proponent and its employees for the City's damages.

a) Commercial General Liability and Automobile Insurance

The Insurance Coverage shall be no less than $2,000,000 per occurrence in the aggregate for General Liability and $2,000,000 per occurrence in the aggregate for products and completed operations with respect to Commercial General Liability and no less than $2,000,000 per occurrence for Automobile Insurance. Prior to commencement of the project, the Proponent shall provide the City with proof of Comprehensive General Liability**, naming the City of Cranbrook as an additional insured under the policy**, and when requested, Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of $2,000,000 per claim and in the aggregate. Prior to commencement of the Project, the Proponent shall provide to the City proof of Professional Liability Insurance carried by the Proponent.

c) Change in Coverage

If the City requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Proponent shall endeavour forthwith to obtain such increased or special insurance at the City's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Proponent until thirty (30) days after written notice of such change or cancellations has been personally delivered to the City.

1.16 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.17 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.18 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Proponent is subject to the approval or review of an authority, department of government, or agency other than the City, such applications for approval or review shall be the responsibility of the Proponent, but shall be submitted through the offices of the City and unless authorized by the City in writing, such applications for approval or review shall not be obtained by direct contact by the Proponent with such other authority, department of government or agency.

1.19 Principals and Executives

The use of Principals and Executives on a time basis by the Proponent, will be in accordance with Section 1.26.1 (c).

1.20 Sub-Contractors

The Proponent may engage others as sub-contractors for specialized services provided that prior approval is obtained, in writing, from the City and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the City plus the cost of the additional insurance incurred by the Proponent for the specialized services.

1.21 Inspection

The City, or persons authorized by the City, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.22 Publication

The Proponent agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Project.

1.23 Confidential Data

The Proponent shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the City in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Proponent by a third party without obligation of confidentiality which is independently developed by the Proponent without access to the City's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Proponent on any other project without the approval in writing of the City.

1.24 Dispute Resolution

(a) If requested in writing by either the City or the Proponent, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

(b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Proponent.

(c) The provisions of *Commercial Arbitration Act, R.S.B.C.* 1996. c. 55.as amended shall apply.

1.25 Time

The Proponent shall perform the Services between **XXXX, 2026 to XXXX, 2027** to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require. The term may be extended up to an additional year, subject to mutual agreement of the parties.

The City shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Proponent, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Proponent.

1.26 Estimates, Schedules and Staff List

1.26.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the City, and where payment is calculated on a time basis, the Proponent shall provide, for approval by the City:

(a) An estimate of the total fees to be paid for the Services.

(b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.

(c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Proponent will seek payment on a time basis. The Proponent shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Proponent's staff who is to be the liaison person between the Proponent and the City.

1.26.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Proponent will require prior written approval, from the City for any of the following changes:

(a) Any increase in the estimated fees beyond those approved under Subsection 1.26.1 (a).

(b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.26.1 (b).

(c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.26.1 (c).

1.26.3 Monthly Reporting of Progress

When requested by the City, the Proponent shall provide the City with a written report showing the portion of the Services completed in the preceding month.

2 - SERVICES

2.1 Services to be provided by Proponent

2.2 Services to be provided by City

3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

(i) The “Cost of the Work” shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and Proponent’s overhead and profit, necessary to complete the work for which the Proponent prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

3.2 Basis of Payment

3.2.1 Work included in project scope

(a) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are payable on a net thirty (30) days basis and begin the date the Accounts Payable department receives the invoice.

(b) If the project is abandoned or delayed for any reason beyond the Proponent's control, the City shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Proponent in winding down the project.

(c) GST (5%) will be added to the fees.

3.2.2 Work outside of project scope

The Client shall pay the Proponent a fee, calculated on a time basis, for any work outside the scope of services. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification: Hourly Rate:

In addition to the fee, the Proponent shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Proponent, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

a) The Proponent shall submit an invoice to the Client for all Service completed in the immediately preceding month calculated upon the basis of the Proponent's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Proponent will be paid the amount of the fee so invoiced.

b) The City will compensate the Proponent in accordance with the fees and charges for Services as set out in the proposal in section 3.2. All fees and charges will be payable in Canadian funds.

4. Notices

4.1 Any notice, report or other document that either party may be required or may wish to give to the other must 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 email, on transmission; or if by mail, five calendar days after posting. Any notice forwarded by prepaid registered mail shall be deemed to have been received on the fourth day following mailing thereof. The addresses for delivery are as follows:

a) To the City:

Corporation of the City of Cranbrook
40 – 10th Avenue South
Cranbrook, British Columbia V1C 2M8
Email:
Attention:

b) To the Proponent

Attention:

5. Freedom of Information and Protection of Privacy Act Notice

This Agreement and any related information that is in the custody or under the control of the City, or that is created, produced, negotiated or otherwise comes into its custody or under its control pursuant to or as a result of this Agreement, is subject to *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, Chapter 165.*

6. Miscellaneous

6.1 Waiver

No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same of any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

6.2 Compliance with Laws and Permits

The Proponent must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Proponent must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Proponent must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

6.3 Workers Compensation Act

The Proponent must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Proponent must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be working on the project.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Proponent, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Proponent, may terminate the Contract.

The Proponent agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Proponent 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 Proponent is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services.

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

Per: _____

Proponent Title
(I have the authority to bind the Proponent)

_____ _____

Chief Administrative Officer Mayor

City of Cranbrook			
Approved		Date	Ini.
City Clerk	Legal & Form		
Chief Administrative Officer	Principle		
Department Head	Content		

Appendix 3 – List of Reports

1. City of Cranbrook Official Community Plan (OCP) (2024)
   https://cranbrook.civicweb.net/filepro/documents/92359/

2. City of Cranbrook Downtown Parking Plan and Strategy (2025)
   https://cranbrook.ca/our-city/city-departments/oic/cranbrook-downtown-parking-plan

3. Downtown Revitalization Master Plan (2023)
   https://cranbrook.ca/our-city/city-departments/oic/downtown-revitalization-master-plan