

REQUEST FOR PROPOSAL

2023 Debt Collection of Municipal Bylaw Notices and other debt
Protective Services

RFP # PS001-2023

The Resort Municipality of Whistler | September 2023

Issued:	September 18, 2023
Closing Date Time:	October 22, 2023
Closing Location:	RMOW Municipal Hall 4325 Blackcomb Way, Whistler BC, V8E 0X5 Lindsay Debou – Manager of Protective Services 604-935-8281 or ldebou@whistler.ca

THE PREMIER MOUNTAIN RESORT COMMUNITY
MOVING TOWARD A SUSTAINABLE FUTURE



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1 Introduction

The Resort Municipality of Whistler (RMOW) invites Proponents to submit proposals for debt collection from parking, bylaw notices, and other debts owed (such as Accounts Receivable for finance) to the RMOW. The RMOW is seeking proposals from operators with experience and knowledge in providing similar services.

The RMOW Bylaw Services Department enforces bylaws created under the authority of the Community Charter. These bylaws regulate parking, keeping animals, zoning, and environmental and noise concerns. While the size of each account listed for collection varies greatly, a typical account is \$60 to \$500. The ticket value ranges from \$35 to \$500, and staff issue approximately 25,000 tickets annually.

The RMOW Finance Department is assist AR to collect outstanding statements that we were not able to collect from

2 Specific Project Requirements

2.1 Scope of Work

The Scope of Work (SOW), policies and procedures outlined in this section describe minimum requirements for performing the required services. Proponents are encouraged to also include supplementary value-added services or initiatives deemed to augment the successful delivery of the scope of work in their Proposal.

The RMOW is seeking qualified Proposals from Proponents who will:

- a) Provide services at or above the requirements described within this RFP for professional collection services;
- b) Contact delinquent account holders under the name of the collection agency;
- c) Employ up-to-date collection systems and be able to undertake negotiation and as part of the comprehensive collection process;
- d) Observe debtor rights within the constraints of all provincial and federal laws, statutes and regulations whether Municipal, Provincial or Federal including the Business Practices and Consumer Protection Act and Regulations;
- e) Avoid, in all circumstances, the use of threats, intimidation, or harassment of a debtor in the collection of accounts, or violate any other applicable governmental guidelines and
- f) Maximize the recovery of outstanding accounts receivable while minimizing public complaints related to collection activities is a key element of this RFP.

2.2 Required Services

The services the successful Proponent will be responsible for, but not limited to, include:

- a) locating and collecting on all accounts referred by the RMOW;
- b) treating all outstanding accounts equally unless specified;

- c) executing all collection processes relating to the collection program including printing and mailing of notices/letters;
- d) collecting all costs, unless specified in writing by the RMOW;
- e) reporting all eligible debt to credit reporting agencies (Equifax, TransUnion, Experian (ClearScore));
- f) collecting outstanding debts for Bylaw Notices, acquiring registered owner information (name and address) from the respective registered owner databases at its own expense where only the license plate and province/state information is available from the RMOW. The RMOW generally provides this information for BC licence plates;
- g) providing the RMOW real-time access (preferably online) to the Proponent's account information; and at a minimum responding to all account inquiries made by the RMOW within one business day;
- h) responding to collection practices complainants verbally within one business day or within five business days if a response is requested in writing. The Proponent will forward details of all complaints received to the RMOW within five business days of the complaint being made, identifying the: account number, debtor's name, phone number, nature of the complaint and a detailed explanation of the resolution attempted or made;
- i) making available for inspection and review all records and files relating to a RMOW account referred. The RMOW reserves the right to audit the RMOW accounts referred to verify the Proponent's compliance with the terms of the Collection Services Agreement;
- j) combining accounts on letters mailed;
- k) preparing and maintain a database: At its own expense, the successful Proponent will establish and maintain a database for the RMOW concerning each account referred, collection efforts made on the account, full transaction details, including payment details and interest calculations, if applicable;
- l) recalling of accounts: The RMOW may cancel an account or reduce/amend the amount due on any account referred at any time. Cancelled accounts will not be subject to collection fees. Collection fees for reduced/amended accounts will be based upon the reduced/amended balance;
- m) observing uncollectible accounts: Uncollectible accounts shall be returned to the RMOW with a transaction listing detailing the efforts to collect and reasoning to why the account is uncollectible
- n) complying with ICBC Information Sharing Agreement and be in good standing with the BC Government; and
- o) complying with the RMOW privacy Schedule A.

2.3 Available Resources

RMOW will provide the following information to support the provision of the required services:

- a) account identifier (Bylaw Notice number, invoice number),
- b) date the debt became outstanding,
- c) name and address if available,
- d) for Bylaw parking contraventions: licence plate, Bylaw and section # under which the violation is registered, and
- e) original amount owing, payment adjustments, interest/surcharges and balance owing.

2.4 Proposal Format

The following format, sequence, and instructions shall be followed to provide consistency in Proponent response, and ensure each proposal receives full consideration:

- An unaltered and completed Form of Proposal as the cover page;
- Table of contents;
- The proposal sections as detailed below
- Total electronic individual file size shall be less than 9MB.
- All pages shall be consecutively numbered; An unaltered and completed Form of Proposal as the cover page;
- Table of contents;
- The proposal sections as detailed below.

2.5 Executive Summary

Shall be a high level, concise summary of project understanding and overall proposal contents.

2.6 Proposed Work Plan

Proposals shall include a Work Breakdown Structure (WBS) or similar project management based and deliverable-oriented breakdown that will be used to define the work plan. The work plan will detail an approach/strategy and methodology to meet the objectives and will demonstrate the strength and ability to perform the Services requested. The work plan shall indicate what team members will be performing each task.

2.7 Proposed Costs

Proposals shall provide a total cost to for ongoing services for service delivery including a cost breakdown of the total cost for each of the components described in the RFP, if applicable. In addition, the RMOW will consider the following criteria of cost structure in the contract:

- a) The Proponent shall receive commission on all successful collections, regardless of whether payment is received by the RMOW or the Proponent.
- b) Amounts remitted by the Proponent to the RMOW shall be deemed fully and finally collected by the RMOW.
- c) No commissions shall be paid on dishonoured payments.
- d) All uncollected accounts which have not been recalled will remain with the Proponent until the end of the contract;
- e) At the end of the contract, unless the contract is renewed, all accounts will be recalled. Commissions will continue to be paid on payments received by the Proponent for up to 30 days after the account has been recalled due to an expired service contract;

- f) No account close-out or recall fees shall apply. If an account is recalled from the Proponent, the Proponent on request by the RMOW must also immediately remove all credit reporting information from consumer or commercial credit reporting agencies at the Proponent's expense. The Proponent must also delete all records and files relating to the account and cease all collection action with the debtor. Accounts may be recalled for reasons such as, but not limited to: the accounts were sent in error, or the RMOW chooses to take additional legal action against the debtor;
- g) The Proponent will direct debtors to make cheques payable to the Proponent directly if payment by the debtor is made by cheque;
- h) The Proponent will not combine the debt transferred and the related collection activity with those of other organizations if the same debtor is identified;
- i) Settlement for less than the debt amount outstanding is not permitted without the express written permission of the RMOW;
- j) The Proponent may not undertake legal action against a debtor without the express written permission of the RMOW.
- k) The Proponent must completely delete from their system all information supplied by the RMOW no later than 30 days after the accounts have been paid in full or withdrawn.
- l) Funds and Information Transfer: The transfer of information and funds described below may be altered at the discretion of the RMOW. The RMOW currently uses Tempest Software and T2 as its billing and collection system.
 - i) The proponent will remit collected funds, net of commissions, by electronic funds transfer to the RMOW on a regular basis along with a detailed and summary electronic report that reconciles the funds remitted. The format and frequency will be determined by the RMOW;
 - ii) GST charged on commission fees will not be reflected in the electronic funds transfer, but will be invoiced separately on a monthly basis;
 - iii) The Proponent will provide the following information in their electronic file to the RMOW: account number, collection date, amount collected, commission fee, net collected amount, (for by-law notices license plate #, Prov/State, and name). The file must not contain any credit adjustments or GST. These need to be invoiced as part of the monthly statement
 - iv) An electronic file may be transferred daily by Titan file or other encrypted software to the Proponent containing new account information, payments accepted by the RMOW for referred accounts, and other adjustments to referred accounts;

2.8 Proponent Qualifications

Proposals shall include a description of the Proponent (The Firm/Company) and the Proponent's team member qualifications that demonstrate the ability to undertake the proposed project.

2.9 Summary of Related Experience

The proposal shall contain at least two (2) specific Municipal contracts that the Proponent has worked with that demonstrate the Proponent and the Proponent's team member's ability to undertake the proposed scope of work. Descriptions of previous contracts shall be relevant and related to the proposed contract and dated and the proponents team members shall have been involved on the contract examples.

Descriptions of previous work shall include at a minimum:

- 1) Name of the contract;
- 2) Start and completion dates;
- 3) Key individuals involved; and
- 4) One client references.

2.10 Addenda

The proposal shall acknowledge that they have read and understood all addenda posted by indicating this in the Form of Proposal. All addenda, if posted will be available at www.whistler.ca/

3 Terms and Conditions

This is a Request for Proposal (RFP) and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the RMOW by this RFP or by submission of any proposal or by consideration of, or failure or refusal to, consider any proposal by the RMOW. Further, the Contract, when executed, is the sole source of any contractual obligation on the RMOW with respect to the project.

Throughout this document reference is made to the “Proponent” as the entity preparing the response to the RFP. The term “Consultant” is used to represent the Proponent after the Contract is signed.

The “Preferred Proponent” is the Proponent judged to have the “best overall proposal” based on the evaluation score outlined in section 7 Evaluation and Selection which will be selected to enter into negotiations leading to a Contract with the RMOW. If negotiations are unsuccessful, the next highest rated Proponent may be deemed to be the Preferred Proponent and negotiations would be commenced with them.

3.1 Submission & Award

The Proposal shall be submitted via email to the RMOW at:

Name: Lindsay Debou

Email: ldebou@whistler.ca

The proposal shall be submitted with the price quoted in defined in section 2 on or before: October 22, 2023 at 10:00 am.

Following the closing date, the RMOW intends to provide the Notification of Award for the contract to the preferred Proponent on or before: December 15, 2023.

3.2 Inquiries

All inquiries related to this RFP shall be directed in writing (by email) to:

Name: Lindsay Debou

Email: ldebou@whistler.ca

Please clearly identify the RFP number and title when submitting a question.

3.3 Addenda

The final day for questions is 5 business days before the closing date. If the RMOW determines that an amendment is required to this RFP, the RMOW will post the amendment on the RMOW and BC Bid web sites no less than 3 calendar days prior to closing.

3.4 Duration of Proposal

The Proposal will be irrevocable and open for acceptance by the RMOW for a period of 60 calendar days from the day following the closing date, even if the Proposal of another Proponent is accepted by the owner.

3.5 No Contract

This RFP is an invitation for Proposals (including prices and terms) for the convenience of all parties. It is not a tender and no obligation of any kind will arise from this RFP or the submission of a Proposal. The RMOW may negotiate changes to any terms of a Proposal, including prices; and may negotiate with one or more Proponents, or may at any time invite or permit the submission of a Proposal (including prices and terms) from other parties who have not submitted Proposals before the closing date.

3.6 Acceptance

A Proposal will be an offer to the RMOW which the RMOW may accept within 60 days by sending a Notice of Award to the Proponent. Note that the RMOW will select the proposal that it deems, in its sole and absolute discretion, demonstrates the best combination of corporate qualifications, technical capability, project understanding, proposed approach to achieving the specified goals, and estimated total costs.

3.7 Right to Reject

The RMOW is not bound to accept the lowest price proposal, nor is the RMOW in any way bound to award the project to any of the Proponent proposals. The RMOW reserves the right to reject any or all proposals for any reason whatsoever.

3.8 Liability for Errors

The information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive.

3.9 Responsibility

The Proponent shall not transfer responsibility to meet the obligations of this contract to a third party without the consent, in writing, of the RMOW project manager.

3.10 No Collusion

Proponents shall not directly or indirectly communicate with any other Proponent regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.

3.11 Conflict of Interest

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

3.12 Solicitation of Council Members and RMOW Staff

Proponents and their agents will not contact any member of the RMOW Council or RMOW staff with respect to this RFP, other than the contact person named in Section 4.2 at any time prior to the award of a contract or the cancellation of this RFP.

3.13 Confidentiality

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

3.14 Proponents Expenses

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

3.15 Proponents Qualifications

By submitting a Proposal, a Proponent represents that it has the expertise, qualifications, resources, and relevant experience to supply the services requested.

3.16 Contract Terms and Conditions

The successful Proponent, prior to Notice to Proceed, will sign the Terms and Conditions as outlined in the RMOW Professional Services agreement attached in Section 10.

3.17 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Proponent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

Insurance	Consultant
<i>Commercial General Liability (CGL)</i>	\$5 million per occurrence
<i>Automobile Liability</i>	\$5 million per occurrence
<i>Umbrella or Excess Liability</i>	To bring CGL or auto liability to \$5 million
<i>Professional Liability</i>	\$5 million each claim

3.18 Subcontracting

Proposed subcontractors must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility of the project.

3.19 Signature

The legal name of the person or firm submitting the Proposal shall be inserted in the Form of Proposal (Section 8). The Proposal shall be signed by a person authorized to sign on behalf of the Proponent and include the following:

- If the Proponent is a corporation then the full name of the corporation shall be included, together with the names of authorized signatories. The Proposal shall 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;
- 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 venture shall be included, and each partner or joint venture shall sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture shall provide evidence to the satisfaction of the RMOW that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation shall sign as indicated in subsection (a) above; or
- If the Proponent is an individual, including a sole proprietorship, the name of the individual shall be included.

4 Evaluation and Selection

4.1 Evaluation Team

The evaluation of Proposals will be undertaken by the Evaluation Team on behalf of the RMOW. The Evaluation Team may consist of one or more persons at the Evaluation Team's discretion.

4.2 Mandatory Criteria

Any Proposal that does not satisfy all mandatory criteria will be rejected.

Required (Mandatory) Criteria	Check
1. The proposal must be received by the specified closing date and time.	
2. One (1) electronic copy of the proposal must be submitted in PDF format.	
3. An unaltered, completed and signed RFP Form of Proposal must be submitted with the proposal.	
4. Proposals must be in English.	

4.3 Weighted Criteria Benchmarks

Evaluation Matrix

The Evaluation Team intends to evaluate all proposals according to the evaluation matrix criteria categories outlined below. If minimum required points are not met in one or more of the evaluation criteria, the Proposal will not be considered for award.

Criteria	Available Points	Minimum Required Points
Project Understanding	15	7.5
Technical Capabilities	30	15
Qualifications and Experience	20	10
Timeline	10	5
Cost	25	No Minimum Required

TOTAL	100	37.5
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Scoring Table

The Evaluation Team intends to use the scoring table below as a guideline for determining criterion score. Prompts are provided to give the Proponents an idea as to how each criterion will be examined and scored. The weighting of the prompts in determining the criterion score is up to the discretion of the Evaluation Team unless otherwise stated.

Scoring Table		
Points Awarded (% of available)	Quality	Criteria
100%	Exceptional	Exceptional; far exceeds requirements with no added risk.
80%	Very Good	Exceeds expectations; risk deemed acceptable or no added risk.
60%	Acceptable	Meets expectations and all minimum requirements.
40%	Below	Does not meet expectations or minimum requirements.
20%	Well Below Requirements	Fails to meet minimum requirements; proposes a solution or provides explanations that is not acceptable or relevant.
0%	Unacceptable	Proposed solution deemed unacceptable in every aspect.

4.3.1 Project Understanding

The Proponents will be scored on their understanding of the Proposal as described in the Specific Project Requirements (SPR) Section 2. As a part of the Executive Summary, include a narrative that illustrates an understanding of the Request for Proposal requirements, the needs of the RMOW and any proposed augmentations to the Request for Proposal to ensure that the objective of the project will be fully met. The Evaluation Team will take the entire Proposal submission into consideration when evaluating the Project Understanding section.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Is the overall approach tailored to the needs of the RMOW as described in the RFP?
Is the Proposal easy to read and concise?
Does the submitted Proposal acknowledge all criteria in the SPR accurately?
Do any proposed augmentations conflict with the needs of the RMOW?

4.3.2 Technical Capabilities

The Proponent will be scored on their work plan to perform the project, and shall express high level solution to the tasks in the SPR. The Evaluation Team will take the entire Proposal submission into consideration when evaluating the Technical section.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Is the WBS/work plan plausible and tailored to the needs of the RMOW?
Is the reasoning behind the methodology sound and well explained?
Have the methods described in the work plan previously been used in past projects and were they successful? Is there evidence that this is the optimal solution for this scope of work?

4.3.3 Qualifications and Experience

Qualifications of the Proponent and Proponents team are to be submitted according to section 3.6 and 3.7. Only qualifications that are relevant to the SPR will be considered when evaluating this section.

References may or may not be contacted.

Scoring

The following prompts will be used to determine the criterion score:

Prompts

Qualifications of the personnel and how they relate to the tasks they are responsible for as described in the Proponents Proposal.
Proponent's team's experience with similar projects within the last ten (10) years. Submitted experience beyond the previous ten (10) years will not have weight on the scoring.
Technical and management capability, skills and qualifications of the Proponent and any proposed subcontractor(s).
Work performed for submitted references is by the proposed team members and is within the last ten (10) years and is relevant to the SOW of the project.

4.3.4 Timeline

Timelines that do not match with the milestone dates described in section 2.4 may be scored lower. Alternative timelines to section 2.4 accompanied with explanations that the Evaluation Team deems to not interrupt or inconvenience the RMOW will not be penalized. Timelines that are ahead of the milestone dates may or may not receive more marks than timelines that meet the milestone dates and is up to the discretion of the evaluation team.

Scoring

The following prompts will be used to determine the criterion score:

Prompts
Tasks are based on the work plan with start and end dates for each task.
Includes milestone dates and deliverables.
Timeline items are adequately broken down and easy to follow.
Start and end dates for each tasks are realistic with reasonable lead times.

4.3.5 Cost

Cost evaluation is broken into two parts. The total cost and the fee schedule cost breakdown. The total cost is worth 80% of the points available and the fee schedule is worth 20% of the points available.

Scoring

Prompts	Weighting
<p>The total cost will be evaluated using the following equation</p> $\frac{\text{Lowest Priced Acceptable Proposal}}{\text{This Proposal's Price}} \times \text{Points Available} \times 80\%$	80%
The fee schedule is adequately broken down and easy to follow.	20%

4.4 Interviews

If final tabulated scores are within 5 points, the Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide either clarifications of their Proposals or a request to present on specified criteria and scoring. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Interview questions and scoring may or may not be provided to the Proponent before the interview.

4.5 Litigation

In addition to any other provision of this RFP, the RMOW 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 RMOW, its elected or appointed officers, representatives or employees in relation to any matter.

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

4.6 Consideration of Relevant Factors

The RMOW reserves the right to decline to select any Proponent which the RMOW, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to RMOW as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

4.7 Additional Information

The RMOW reserves the right to select the Proponent best suited for the project and intends to evaluate the proposal(s) as fairly.

The RMOW has disclaimed any intention to assume contractual or other obligations to Proponents during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds with one of the Proponents, or how it will evaluate proposals.

If a proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the RMOW may prepare a list of questions for the Proponent, to clarify or remedy the deficiencies. If, in the opinion of the RMOW, these clarifications and rectifications do not overcome the deficiencies, the RMOW, at its sole and absolute discretion, may decide to reject the proposal. The RMOW may contact any or all of the Proponents to seek further clarification and information before awarding the contract.

5 Privacy Protection Schedule

SCHEDULE A

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) **“Act”** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) **“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;
 - (c) **“personal information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Consultant as a result of the Contract or any previous Contract between the RMOW and the Consultant dealing with the same subject matter as the Contract;
 - (d) **“privacy course”** means the RMOW’s online privacy and information sharing training course or another course approved by the RMOW; and
 - (e) **“public body”** means “public body” as defined in the Act;
 - (f) **“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;
 - (g) **“service provider”** means a person retained under a contract to perform services for a public body; and
 - (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

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

Acknowledgements

3. The Consultant 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 Consultant in respect of personal information;
 - (b) unless the Contract otherwise specifies, all personal information in the custody of the Consultant is and remains under the control of the RMOW; and
 - (c) unless the Contract otherwise specifies or the RMOW otherwise directs in writing, the Consultant may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Contract.

Collection of Personal Information

4. Unless the Contract otherwise specifies or the RMOW otherwise directs in writing, the Consultant may only collect or create personal information that relates directly to and is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Contract.
5. The Consultant must collect personal information directly from the individual the information is about unless:
 - (a) the RMOW provides personal information to the Consultant;
 - (b) the Contract otherwise specifies; or
 - (c) the RMOW otherwise directs in writing.
6. Where the Consultant collects personal information directly from the individual the information is about, the Consultant 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 RMOW to answer questions about the Consultant's collection of personal information.

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

9. Within 5 Business Days of receiving a written direction from the RMOW to correct or annotate any personal information, the Consultant must annotate or correct the information in accordance with the direction.
10. When issuing a written direction under section 11, the RMOW must advise the Consultant of the date the correction request was received by the RMOW in order that the Consultant may comply with section 13.
11. Within 5 Business Days of correcting or annotating any personal information under section 11, the Consultant 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 RMOW, the Consultant disclosed the information being corrected or annotated.
12. If the Consultant receives a request for correction of personal information from a person other than the RMOW, the Consultant must promptly advise the person to make the request to the RMOW and, if the RMOW has advised the Consultant of the name or title and contact information of an official of the RMOW to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

13. Without limiting any other provision of the Contract, the Consultant 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 Consultant will ensure that all personal information is securely segregated from any information under the control of the Consultant 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 Consultant or third parties.

Storage of and Access to Personal Information

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

15. The Consultant must not change the location where personal information is stored without receiving prior authorization of the RMOW in writing.
16. Without limiting any other provision of the Contract, the Consultant 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 Consultant will provide a copy of the access log to the RMOW upon request.

Retention of Personal Information

17. Unless the Contract otherwise specifies, the Consultant must retain personal information until directed by the RMOW in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

18. Unless the RMOW otherwise directs in writing, the Consultant may only use personal information if that use is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Contract. For clarity, unless the Contract otherwise specifies or the RMOW otherwise directs in writing, the Consultant 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

19. Where the Consultant has or generates metadata as a result of services provided to the RMOW, where that metadata is personal information, the Consultant will:
 - (a) not use it or disclose it to any other party except where the Contract otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

20. Unless the RMOW otherwise directs in writing, the Consultant may only disclose personal information to any person other than the RMOW if the disclosure is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Contract.
21. If in relation to personal information, the Consultant:
 - (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Consultant 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 24, the Consultant must immediately notify the RMOW.
22. If the Consultant receives a third-party request described in section 23(a) or (b) but is unable to notify the RMOW as required by section 23, the Consultant must instead:

- (a) use its best efforts to direct the party making the third-party request to the RMOW;
- (b) provide the RMOW with reasonable assistance to contest the third-party request; and
- (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the RMOW as a public body under the Act;
 - (ii) the application of the Act to the Consultant as a service provider to the RMOW;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Consultant to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

23. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.5 of the Act, if the Consultant knows that there has been an unauthorized disclosure of personal information, the Consultant must immediately notify the RMOW. This notification must be written and include:
- (a) descriptions of the breach;
 - (b) any containment steps taken;
 - (c) contact information for a person who can provide answers on behalf of the public body; and
 - (d) steps the affected individual(s) can take to reduce their risk of harm.

Compliance with the Act and Directions

24. The Consultant must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Consultant as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the RMOW under this Schedule.
25. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
26. The Consultant will provide the RMOW with such information as may be reasonably requested by the RMOW to assist the RMOW in confirming the Consultant's compliance with this Schedule.

Notice of Non-Compliance

27. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Consultant must promptly notify the RMOW 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 Contract

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

Interpretation

29. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
30. Any reference to “Consultant” in this Schedule includes any Sub-Consultant or agent retained by the Consultant to perform obligations under the Contract and the Consultant must ensure that any such Sub-Consultants and agents comply with the requirements of the Act applicable to them.
31. The obligations of the Consultant in this Schedule will survive the termination of the Contract.
32. If a provision of the Contract (including any direction given by the RMOW under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Contract (or direction) will be inoperative to the extent of the conflict.
33. The Consultant must comply with the provisions of this Schedule despite any conflicting provision of the Contract or the law of any jurisdiction outside Canada.
34. Nothing in this Schedule requires the Consultant to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

E-Mail Address: _____

Dear Sir/Madam:

I/We, the undersigned duly authorized representative of the contractor, having received and carefully reviewed all of the Proposal documents, including the RFP and the following addenda:

(addenda, if any)

and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

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

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

This Proposal is submitted this _____ day of _____, 2023

I/We have the authority to bind the Proponent.

(Name of Proponent)

(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)

6 Form of Proposal



The Resort Municipality of Whistler

Host Mountain Resort
2010 Olympic and Paralympic
Winter Games

4325 Blackcomb Way
Whistler, BC Canada V8E0X5
www.whistler.ca

TEL 604 932 5535
TF 1 866 932 5535
FAX 604 935 8109