



REQUEST FOR PROPOSALS

Title: **Stand Up Paddleboarding, Kayaking Lessons and Equipment Rentals at the Blackie Spit**

Reference No.: 1220-030-2024-009

FOR PROFESSIONAL SERVICES

(General Services)
Issuance Date: February 20, 2024

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

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

1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means www.bcbid.gov.bc.ca;

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in Section 2.5;

“**City Website**” means www.surrey.ca;

“**Closing Time**” has the meaning set out in Section 2.1;

“**Contract**” means a formal written license agreement between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

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

on or before the following date and time

Time: 3:00 p.m., local time

Date: March 12, 2024

(the “Closing Time”).

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

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

2.2 Information Meeting

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

2.3 Late Proposals

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

2.4 Amendments to Proposals

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

2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2024-009

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

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

2.6 Addenda

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

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

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

3.2 Signature

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

- (a) If the Proponent is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

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

4.2 Evaluation Criteria

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

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

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

- (b) Technical – The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses to items in Schedule C-3 and Schedule C-4.
- (c) Financial – The Proponent's financial proposal for the performance of the Services as described in the Proponent's response to Schedule C-5.

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

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

4.3 Discrepancies in Proponent's Financial Proposal

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

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

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

4.7 Negotiation of Contract and Award

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

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

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

5.2 Proponent's Expenses

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

5.3 **No Contract**

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

5.4 **Conflict of Interest**

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

5.5 **Solicitation of Council Members, City Staff and City Consultants**

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

5.6 **Confidentiality**

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

5.7 **No Claims**

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

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SCHEDULE A – SCOPE OF SERVICES

Project Title: Stand Up Paddleboarding, Kayaking Lessons and Equipment Rentals at Blackie Spit

1. GENERAL REQUIREMENTS

The City of Surrey (the “City”) is inviting interested and qualified Proponents experienced in successful operation and administration of a Stand Up Paddleboard and Kayak Operations (the “Services”) at Blackie Spit, located at 3136 McBride Ave, Surrey, BC. It is anticipated that the Services will be operated on a seasonal basis.

The activity of stand up paddleboarding has a Polynesian origin and has enjoyed growing popularity amongst local outdoor recreation enthusiasts. The City would like to continue facilitating the development of this activity and provide additional opportunities for members of the public to participate, experience and enjoy this form of recreation.

The submissions shall include but are not limited to the conceptual design for a seasonal Stand Up Paddleboard and Kayak Operation, including seasonal duration, hours of operation, scope of services offered, fees, experience and qualifications, and compliance to all laws and regulations.

2. PROJECT OBJECTIVES/DESIRED OUTCOMES

The Proponents should meet and submit compliance with the following agencies:

- (a) Paddle Canada (e.g. operator and instructor qualifications and certifications, student to instructor ratio guidelines);
- (b) Canada Coast Guard, City of Surrey Fire Rescue and City of Surrey Parks Division (e.g. approval of a Water Safety Plan); and
- (c) City of Surrey (e.g. risk management and insurance requirements, applicable licenses and permits, etc.).

The Proponent should provide the following preferred Services:

- (a) Equipment rental;
- (b) All labour, materials, equipment and supplies; and
- (c) Ability to obtain all necessary permits, licenses and credentials for compliance to the described services and operation on such site.

3. SAFETY REGULATIONS

The Proponent agrees that all kayaking and paddle boarding should be taught, conducted, and done in accordance with all applicable regulations and in compliance with all applicable regulations and recommendations to the basic safety regulations.

As part of the proposal package the Proponent should include a written patron safety orientation plan that will be covered with each rental patron.

Safety Information Provided to the patron include,

- (a) Risks associated with kayaking and stand up paddleboarding;
- (b) Practical ways to manage the aforementioned risks;
- (c) Safety features of the craft being used;
- (d) Safety features of associated paddling equipment;
- (e) Personal flotation device orientation with all patrons with mandatory requirement that all patrons wear personal flotation devices for the duration of their rental;
- (f) Water & environmental hazards such as access & egress points, the effects that weather has on the paddling conditions to include sun exposure, hypothermia, exposure to wind & cold water;
- (g) The use of signals that are clear and understood by all members of a group; and
- (h) The ability to deal with emergencies and how to summon outside help.

4. INSTRUCTORS

The Proponent should provide a minimum of one staff member who is trained in kayaking and paddle boarding. The Proponent must also provide proof that at least one instructor has taken and successfully completed a basic first aid course that includes CPR. A copy of all certifications or certificates must be made available to the City before the commencement date of the Services at the beach access sites.

- (a) An employee or employees who are currently certified in the skills listed above must be on duty at the beach access site during all scheduled hours of operation'
- (b) All certified instructors must have a copy of their certifications on file and must wear a name tag or other approved identifiers during operational hours;
- (c) The Proponent must provide the City with an updated list of all staff members and their training status on an annual basis at the beginning of the season or as needed when additional staff are hired. This should be due prior to the start of each season if the contract is extended, or as changes are made to the list, whichever comes first.

5. PUBLIC USE OF AREA

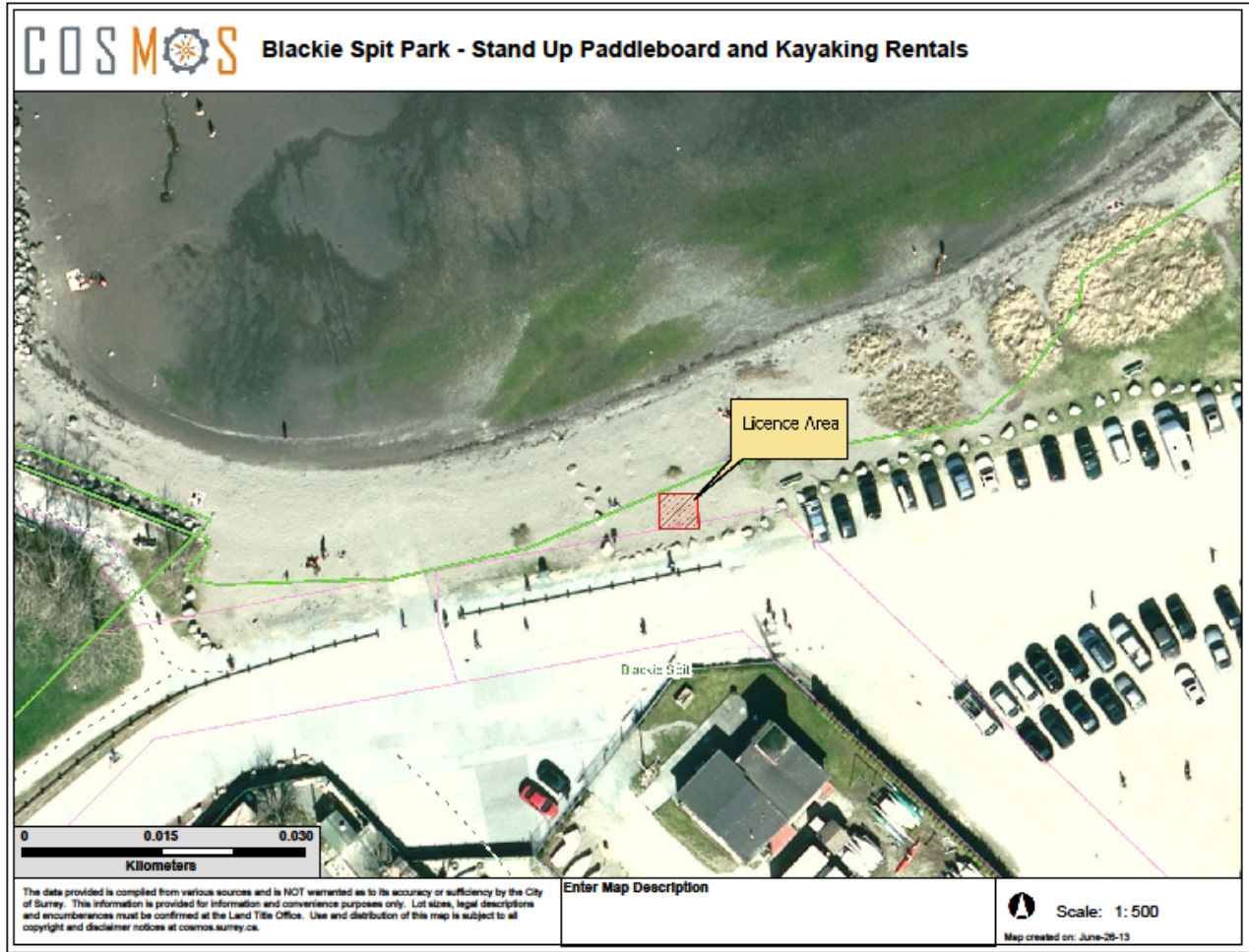
The City amenities are for the enjoyment of the public and some visitors may arrive at the area with their own equipment and do not need the Proponent's services. The Proponent should not turn the public away. The Licensed Area should be used on a first come first serve basis. If a patron is not at the Licensed Area on time for an appointment and someone from the public comes to use the site, the Proponent should not hold the site open for the patron.

6. KAYAK/PADDLE BOARD RENTAL HOURS OF OPERATION

- (a) The Proponent should cease operations one hour before the stated closing time.
- (b) All kayak and paddle board equipment and materials must be returned to the staging/storage area no later than one hour prior to the closing hours of the park.
- (c) If for some reason City staff or the Proponent feel a suspension in kayak/paddle board activities is necessitated; rentals will be prohibited until the suspension is lifted by one or both parties. (i.e., suspension during periods of extreme inclement weather, or park closures due to weather related events.)
- (d) The Proponent must provide at least one staff person to remain in the Licence Area at all times when the concession is open in order to answer questions visitors may have regarding kayak and paddle board rentals.
- (e) Any closing of the concession booth/tent must be coordinated with the City.

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SCHEDULE A-1 - LICENCE AREA



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SCHEDULE B – DRAFT LICENSE AGREEMENT



Title: **Stand Up Paddleboarding, Kayaking Lessons and
Equipment Rentals at Blackie Spit**

Reference No.: **1220-030-2024-009**

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APPENDIX 6 – PRIME CONTRACTOR DESIGNATION

APPENDIX 7 – CONTRACTOR HEALTH AND SAFETY EXPECTATIONS

APPENDIX 8 – CONFIDENTIALITY AGREEMENT

APPENDIX 9– PRIVACY PROTECTION SCHEDULE

DRAFT LICENSE AGREEMENT

Stand Up Paddleboarding, Kayaking Lessons and Equipment Rentals at Blackie Spit

THIS AGREEMENT is dated for reference this _____ day of _____, 2024.

AGREEMENT No.: 1220-030-2024-009

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, British Columbia, V3T 1V8
(the “**Licensor**”)

AND:

(Insert Full Legal Name of Business)
(the “**Licensee**”)

WHEREAS:

A. The Licensor is the owner in fee simple of those certain lands and premises being more particularly known and described as:

Municipal Address: Blackie Spit Park – 3136 McBride Avenue, Surrey, BC
Parcel Identifier: 024-214-566
Legal Description: Lot A Section 19 Township Plan 1 Plan LMP 38916 New Westminster District Plan Lot 52,231,491, EXCEPT PLAN LEASED PORTIONS – 5700-97168-9,5700-97169-0,5700-97166-5

(the “**Land**”)

B. The Licensee wishes to occupy that ± 1700 ft.² portion of the Land shown outlined in red and labelled licence area on the sketch plan attached hereto as Schedule “A” (the “Licence Area”) for the purposes set out herein;

NOW THEREFORE THIS LICENCE AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Licence Agreement and for other good and valuable consideration now paid by each of the parties hereto to the other (the receipt and sufficiency of which are hereby acknowledged), the Licensor and the Licensee hereby covenant and agree as follows:

1. ARTICLE 1

Grant & Term

- 1.1 Grant of Licence. The Licensor hereby grants to the Licensee and the Licensee's servants, agents, employees, invitees and contractors, the non-exclusive right and licence to enter onto and to occupy the Licence Area for the purposes as set out in this Licence Agreement.
- 1.2 Initial Term of Licence. The initial term of this Licence Agreement (the "**Term**") shall commence on the 01st day of May, 2024 and continue until the 31st day of October, 2024 unless terminated earlier as provided in this licence.
- 1.3 Renewal Term. The Licensor shall have the option of renewing this Agreement for two (2) separate terms of one (1) year each (the "**Renewal Term**") by giving notice in writing to the Licensee at any time prior to thirty (30) days before the end of the then-current term. The provisions of the Agreement shall remain in force during the Renewal Term, except where amended in writing by the parties. There shall be no additional rights of renewal after the second Renewal Term.

2. ARTICLE 2

Rent

- 2.1 Rent. The Licensee shall pay to the Licensor, at the address of the Licensor set out in Section 8.8 or at such other place as the Licensor may direct in writing, in lawful money of Canada without any set-off or deduction whatsoever, an annual fee of \$6009.67 plus goods and services tax. For each term of the licence, the Licensee will pay 50% of the lump sum fee on, or before, May 1st with the remaining 50% being paid on, or before, October 1st.
- 2.2 Rent in the Renewal Term. Rent shall remain firm for the Term and, thereafter, based on existing market rate changes, the Rent may be subject to an increase during the Renewal Term once per year. To come up with a market rate, rent comparisons may be undertaken with other municipalities in the general region that have similar business partnerships in place with their service providers.

3. ARTICLE 3

Licensee's Covenants

- 3.1 Real Property Taxes. Not Applicable.
- 3.2 Utilities and Other Charges. Not Applicable.
- 3.3 Condition of Licence Area. The Licensee acknowledges that it has examined the Licence Area and accepts the Licence Area "as is - where is" in its existing condition.
- 3.4 Use of Licence Area. The Licensee shall use the Licence Area solely for lessons and the rentals of stand up paddleboards and kayaks. The Licensee will not use or permit the Licence Area to be used for any other business or purpose.

- 3.5 Maintenance by the Licensee. The Licensee shall, to the extent that it operates and uses the Licence Area, at all times keep the Licence Area in a neat, safe, clean and sanitary condition and shall not allow any refuse or garbage, or loose or waste material to accumulate in or about the Licence Area. In the event the Licensee fails to keep the Licence Area in accordance with this paragraph upon written notice from the Licensor so to do, the Licensor may clean the same and the Licensee thereof shall pay the cost to the Licensor as an additional rent, upon demand.
- 3.6 Wastes or Nuisance. The Licensee shall not commit or suffer to be committed any waste upon the Licence Area or any nuisance or other thing which may disturb the quiet enjoyment of the surrounding area, and that where a nuisance caused by the Licensee or those for whom the Licensee is in law responsible exists upon the Licence Area, the Licensor may order the Licensee to abate the nuisance and if the Licensee or occupier shall fail to do so within a reasonable period of time, the Licensor may take whatever steps it deems necessary to abate the said nuisance, and the cost thereof shall be deemed to be an Additional Rent, due and forthwith payable by the Licensee to the Licensor and collectible by the Licensor.
- 3.7 Observance of Regulations. The Licensee shall comply with all laws, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, health, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other governmental regulations which relate to the operation, occupation, and use of the Licence Area, to the extent that the Licensee operates and uses the Licence Area, and to the making of any repairs, replacements, alterations, additions, changes, substitutions, or improvements to the Licence Area or any improvement thereon.
- 3.8 Improvements. The Licensee shall not carry out any work of construction, clearing of land, cutting of trees, filling or raising of the land, replacement or improvement without the written consent of the Licensor, which consent shall not be unreasonably withheld.
- 3.9 Temporary Structure. The Licensor is permitting the Licensee to erect a temporary Paddle Shack to store the kayaks and paddleboards. This structure is only permitted to be situated at the location from May 1st until October 31st. The structure must be removed by November 1st the latest. Failure to do so will result in a Parks Bylaw infraction and may be punishable by a violation ticket and/or may result in the Licensor removing the structure and billing the Licensee for the moving and storage costs.
- 3.10 Security. The Licensee acknowledges and agrees that the Licensee is responsible at all times for security to the premises.
- 3.11 Licensor's Regulations. The Licensee will comply with such rules and procedures regulating the use of the Licence Area as the Licensor may reasonably adopt from time to time.
- 3.12 Advertising of Services. The Licensee agrees not to display advertising and marketing materials within the Park, without the written consent of the Licensor, which consent shall not be unreasonably withheld.

3.13 Environmental Matters.

- (a) In this section the following terms have the following meanings:
- (1) “Environmental Contaminants” means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, special waste, and any other substance or material, the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws; and
 - (2) “Environmental Laws” means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any governmental authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.
- (b) The Licensee covenants and agrees with the Licensor:
- (1) not to use or permit to be used all or any part of the Licence Area for the sale, storage, manufacture, disposal, handling, treatment, use or any other dealing with any Contaminants, without the prior written consent of the Licensor, which may be unreasonably withheld. Without limiting the generality of the foregoing, the Licensee shall in no event use, and does not plan or intend to use the Licence Area to dispose of, handle or treat any Contaminants in a manner that, in whole or in part, would cause the Licence Area or any adjacent property to become a contaminated site under Environmental Laws;
 - (2) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use of the Licence Area;
 - (3) to maintain all environmental site investigations, assessments, audits and reports relating to the Licence Area in strict confidence and not to disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, or to the Licensee’s professional advisers and lenders on a need-to-know basis or with the prior written consent of the Licensor, which consent may be unreasonably withheld;
 - (4) to promptly provide to the Licensor on request such written authorizations as the Licensor may require from time to time to make inquiries of any governmental authorities regarding the Licensee’s compliance with Environmental Laws;
 - (5) to promptly notify the Licensor in writing of any release of a Contaminant or any other occurrence or condition on the Licence Area;

- (6) on the expiry or earlier termination of this Licence Agreement or at any time if requested by the Licensor or required by any governmental authority pursuant to Environmental Laws, to remove from the Licence Area all Contaminants, and to remediate any contamination of the Licence Area or any adjacent property resulting from Contaminants, in either case brought onto, used at or released from the Licence Area by the Licensee or any person for whom it is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Licensee, notwithstanding any rule of law or other provision of this Licence Agreement to the contrary and notwithstanding the degree of their affixation to the Licence Area;
- (7) to indemnify the Licensor and its directors, officers, shareholders, employees, agents, successors and assignees, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal fees and expenses on a solicitor-client basis and the cost of remediation of the Licence Area and any adjacent property) arising from or in connection with any breach of or non-compliance with the provisions of this section 3.12 by the Licensee, or any release or alleged release of any Contaminants at or from the Licence Area related to or as a result of the use and occupation of the Licence Area or any negligent act or omission of the Licensee or any person for whom it is in law responsible; and
- (8) The obligations of the Licensee under this section 3.12 shall survive the expiry or earlier termination of this Licence Agreement. The obligations of the Licensee under this section are in addition to, and shall not limit, the obligation of the Licensee contained in other provisions of this Licence Agreement.
- (c) The Licensee hereby authorizes the Licensor to make enquiries from time to time of any governmental authority with respect to the compliance by the Licensee with Environmental Laws, and the Licensee agrees that the Licensee will from time to time provide to the Licensor such written authorization as the Licensor may reasonably require in order to facilitate the obtaining of such information.
- (d) Notwithstanding anything contained in the Licence Agreement to the contrary, **(a)** neither the Licensee nor its directors, officers, agents, employees or any others for whom the Licensee is at law responsible shall be responsible for or liable to any pre-existing Environmental Contaminants or environmental damages on the Licence Area or the Buildings prior to the use and occupation of the Licence Area by the Licensee; and **(b)**, where the Licensee's activity, operation or use of the Licence Area results in the violation or breach of any Environmental Laws with respect to environmental matters or environmental damages, the Licensee shall take any and all necessary remedial action and to prevent any material adverse environmental impact on the Licence Area or adjacent properties. The Licensee shall be responsible for the costs of all remedial work carried out to address any environmental matters or environmental damages which occurs on the Licence Area or adjacent properties as a result of Licensee's violation or breach of any

Environmental Laws as aforesaid, provided that the Licensee shall not be responsible to remedy any environmental matters or environmental damages or restore the Licence Area or adjacent properties to a condition that is less contaminated or less hazardous than it was before the violation or breach of any Environmental Laws resulting from the Licensee's activity, operation or use of the Licence Area.

3.14 Liability Insurance.

- (a) The Licensee covenants and agrees to effect and keep in force at its own expense at all times throughout the Term and during such other times as the Licensee uses the Licence Area, Commercial General Liability insurance on an occurrence basis, in an amount not less than Five Million Dollars (\$5,000,000) inclusive per occurrence, against death, bodily injury and property damage occurring by virtue of the Licensee's use and occupation of the Licence Area or by virtue of this Licence Agreement. This insurance shall include Licensee's legal liability coverage. This insurance shall be endorsed to add the Licensor as an Additional Insured and shall include a cross liability provision such that the Licensor and Licensee are each insured as if each had purchased the policy of insurance.
- (b) The policies of insurance referred to above shall be in such form and with such companies as the Licensor may reasonably approve and shall contain the following:
 - (1) provisions that such policies shall be endorsed to provide the Licensor with thirty (30) days advance written notice of cancellation or material change;
 - (2) provisions that the Licensor is protected notwithstanding any act, neglect or misrepresentation of the Licensee which might otherwise result in the avoidance of a claim under such policies and that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the Licensor; and
 - (3) provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Licensor.
- (c) The Licensee shall provide the Licensor with evidence of all required insurance prior to the commencement of the Licence Agreement, and shall provide a certificate of insurance covering the required insurance policies when requested by the Licensor.
- (d) The Licensee hereby waives any right of recourse it may have or obtain against the Licensor, its employees or agents, with regard to loss or damage to its property except where such loss or damage is caused by the wilful misconduct or negligence of the Licensor.
- (e) The Licensee acknowledges that any requirement by the Licensor as to the amount of coverage under any policy of insurance will not constitute a representation by the Licensor that the amount required is adequate and the Licensee acknowledges that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.

- (f) Notwithstanding sub-clause 3.13(a), the Licensor, acting reasonably, may from time to time notify the Licensee that the amount of insurance posted by the Licensee pursuant to that sub-clause be changed and the Licensee shall, within sixty (60) days of receiving such notice, cause the amount of insurance posted pursuant to that sub-clause to be changed to the amount specified in the notice and deliver to the Licensor written confirmation of the change.

3.15 Cancellation of Insurance. If any insurance policy upon the Licence Area, or any part thereof, shall be cancelled or shall be threatened by the insurer to be cancelled, or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Licence Area or any part thereof by the Licensee or by any assignee or sub-Licensee of the Licensee, or by anyone permitted by the Licensee to be upon the Licence Area, and if the Licensee fails to remedy the condition giving rise to cancellation or reduction of coverage within thirty (30) days after notice thereof by the Licensor, the Licensor may remedy the condition giving rise to such cancellation, threatened cancellation or reduction, and the Licensee shall forthwith pay the cost thereof to the Licensor which cost may be collected by the Licensor as additional rent.

3.16 Indemnification from Injury, Damage, or Loss of Property. The Licensee shall indemnify and save harmless the Licensor from any and all manner of actions, causes of action, suits, damages, loss, costs, claims, and demands of any nature whatsoever relating to and arising during the Term and during such other times as the Licensee occupies and uses the Licence Area out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Licence Area;
- (b) any damage to or loss of property occasioned by the use of the Licence Area;
- (c) and injury to person or persons including death caused by, or resulting from, the business operations of the Licensee whether on the Licenced area or elsewhere.

However, no section of this Licence Agreement shall require the Licensee to indemnify the Licensor against any and all manners of actions, causes of actions, suits, claims, or demands for damages arising out of the wilful or negligent acts or omissions of the Licensor, its servants, agents, or contractors, unless it involves a peril against which the Licensee is obligated to place insurance, in which case the release and indemnity set forth in this Article absolves the Licensor of all liability with respect thereto.

3.17 Indemnification from Breach, Violation, or Non-Performance of Covenants by Licensee. The Licensee shall indemnify and save harmless the Licensor, its servants, agents, successors, and assigns from any and all manner of actions, causes of action, suits, damages, loss, costs, builders' liens, claims, and demands of any nature whatsoever relating to and arising during the Term and during such other times as the Licensee occupies and uses the Licence Area out of any breach,

violation, or non-performance of any covenant, condition, or agreement in this Licence Agreement to be fulfilled, kept, observed and performed by the Licensee.

3.18 Licensor's Inspection of Licence Area. The Licensee covenants and agrees to permit the Licensor to enter upon the Licence Area at any time to inspect the Licence Area.

3.19 Criminal Record Checks. The Licensee (owner of company) must undergo a criminal record check at the Licensee's expense. The Licensee must also ensure all on site staff employed by the Licensee have had criminal record checks completed. The City has the right to request proof from the Licensee of criminal record check completions.

3.20 WorkSafeBC Coverage.

(a) The Licensee agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement.

(b) The Licensee shall provide the Licensor with the Licensee's WorkSafeBC registration number and a letter from the WorkSafeBC that the Licensee is registered in good standing with the WorkSafeBC and that all assessments have been paid to the date thereof prior to the Licensor having any obligations to pay monies under this Agreement.

(c) Without limiting the generality of any other indemnities granted by the Licensee in this Agreement, the Licensee shall indemnify and hold harmless the Licensor, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WorkSafeBC, including penalties levied by the WorkSafeBC.

3.21 Occupational Health and Safety.

(a) The Licensee agrees that it is the "Prime Contractor" for the Work as defined in the Workers Compensation Act, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the Workers Compensation Act and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Licensee will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Licensee shall have a safety program acceptable to the WorkSafeBC, shall provide first aid services, and shall ensure that all WorkSafeBC safety rules and regulations are observed during performance of this Agreement, not only by the Licensee, but by all sub-contractors, workers, material personnel and others engaged by the Licensee in the performance of this Agreement. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace.

(b) The Licensee shall ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including any regulations requiring installation or adoption of safety devices or appliances.

- (c) The Licensee shall fulfill all its duties, obligations and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the WorkSafeBC and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the Licensor's Facilities

4. ARTICLE 4

Licensor's Covenants

- 4.1 Quiet Enjoyment. Subject to the provisions of this Licence Agreement and the Licensee complying with this Licence Agreement, the Licensor covenants for the quiet enjoyment of the Licence Area.

5. ARTICLE 5

Assignment and Subletting

- 5.1 Assignment by the Licensee. This Licence Agreement shall not be assigned or transferred in any manner whatsoever, whether voluntarily, involuntarily or by operation of law. The Licensee shall not grant any sub-tenancies hereunder and any sub-tenancies purporting to have been granted without the consent of the Licensor shall convey no rights whatsoever under this Licence Agreement.

6. ARTICLE 6

Default of the Licensee

- 6.1 Re-entry by the Licensor upon Default of the Licensee. If the Licensee is in default or breach of any provision or condition of this Licence Agreement, the Licensor may, following the expiry of thirty (30) days after notice specifying the nature of the default or breach has been given, terminate this Licence Agreement unless the Licensee:
- (a) has cured the default or breach to the Licensor's satisfaction; or
 - (b) demonstrates to the Licensor's satisfaction that the Licensee has commenced and is continuing diligently to cure the default or breach.

7. ARTICLE 7

Early Termination

- 7.1 Landlord's Right to Terminate Licence Agreement. The Licensor may terminate this Licence Agreement with sixty (60) days written notice, without refund of monies already paid by the Licensee to the Licensor. The Licensor may terminate this Licence immediately if the Licensee

fails to comply with any of the terms and conditions of this Licence Agreement without a refund of monies already paid by the Licensee to the Licensor.

8. ARTICLE 8

Miscellaneous

- 8.1 No Tacit Renewal. In the event the Licensee continues to use the Licence Area after the end of the Term without the execution and delivery of an extension agreement, and the Licensor accepts any money tendered, there shall be no tacit renewal of this Licence Agreement. The new tenancy thereby created shall be a tenancy from month to month and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.
- 8.2 Removal of Chattels. Upon the expiration or sooner determination of this Licence Agreement in any other manner, except re-entry by the Licensor pursuant to Section 6.1, the Licensee shall, at the expense of the Licensee and to the reasonable satisfaction of the Licensor, forthwith remove from the Licence Area all equipment, articles, materials, effects and things at any time brought or placed thereon by the Licensee and that is not fixed to the Licence Area and is a removable chattel and the Licensee shall leave the Licence Area in a safe, clean and sanitary condition and will restore and make clean and sanitary the Licence Area and any improvements on the Licence Area used by the Licensee, save and except normal wear and tear and natural ground erosion.
- 8.3 Other Agreements and Rights. The Licensee agrees that the Licensor may grant agreements of other rights to others to use the Licence Area for any purpose, provided that those agreements or rights do not materially affect the Licensee's peaceful and quiet enjoyment of the Licence Area.
- 8.4 Access or Services to the Licence Area. The Licensee agrees that the Licensor is under no obligation to provide access or services to the Licence Area or to maintain or improve any existing access road.
- 8.5 Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, administrators, executors, successors and assigns of the said parties; and if there be more than one Licensee, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall enure to the benefit of any assignee of the Licensee unless the Licensor as provided in this Licence Agreement has approved in writing the assignment to such assignee.
- 8.6 Entire Agreement. This Licence Agreement set forth all of the covenants, conditions, agreements, and understandings between the Licensor and the Licensee. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Licence Agreement shall be binding upon the Licensor or the Licensee unless reduced to in writing and signed by them.
- 8.7 Frustration. Notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance, and so often and for so long as the same may occur or continue which, but for this clause, would frustrate or void this Licence Agreement, and notwithstanding any statutory provision to the contrary, the obligations and liabilities of the

Licensee hereunder shall continue in full force and effect as if such event or circumstance had not occurred or existed.

8.8 Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Licence Agreement, shall be delivered in person or sent by registered mail postage prepaid or by courier or by facsimile and shall be addressed:

If to the Licensor:
CITY OF SURREY
ADDRESS

If to the Licensee:
COMPANY NAME
ADDRESS

Facsimile No:
Attention: Property Manager

Facsimile No:
Attention:

or at such other address as the Licensor or the Licensee may designate by written notice. Any such notice, demand, request or consent shall be conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, and either party may at any time give notice in writing or facsimile delivery to the other of any change of address of the party giving such notice and from and after the giving of such notice, address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

8.9 Section and Article Numbers. The section and article headings and numbers appearing in this Licence Agreement are inserted only as a matter of convenience and in no way limit the scope or intent of such sections and articles of this Licence Agreement.

8.10 Governing Law. This Licence Agreement shall be construed and governed by the laws of the Province of British Columbia.

8.11 Time of the Essence. Time shall be strictly of the essence herein.

8.12 No Waiver. No condoning, excusing or overlooking by the Licensor or the Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a condoning, excusing or overlooking of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only expressed waivers in writing. All rights and remedies of the Licensor in this Licence Agreement contained shall be cumulative and not alternative.

8.13 Partial Invalidity. If any term or condition of this Licence Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Licence Agreement and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby and each term and condition of this Licence Agreement shall be valid and enforced to the fullest extent permitted by law.

- 8.14 Survival of Covenants. The covenants and indemnities given by the Licensee which, by their nature extends beyond the cancellation, expiration, surrender or other termination of this Licence Agreement will survive the cancellation, expiration, surrender or other termination of this Licence Agreement. If more than one party executes this Licence Agreement as Licensee, the covenants and indemnities will be joint and several.
- 8.15 Other Grants and Dispositions. The Licensor reserves the right to grant other dispositions of the Licence Area for any purpose and the Licensee hereby consents to any such grants and will forthwith execute and deliver to the Licensor such instrument as may be necessary to subordinate the Licensee's right and interest in the Licence Area under this Licence Agreement to any such grant.

THIS LICENCE AGREEMENT has been executed as of the day and year first above written

CITY OF SURREY

by its authorized signatory:

COMPANY

by its authorized signatory(ies):

Licensor's signature witnessed in the presence of:

Name:

Licensee's signature witnessed in the presence of:

Name:

Occupation

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

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

APPENDIX 6 – PRIME CONTRACTOR DESIGNATION

APPENDIX 7 – CONTRACTOR HEALTH AND SAFETY EXPECTATIONS

APPENDIX 8 – CONFIDENTIALITY AGREEMENT

APPENDIX 9– PRIVACY PROTECTION SCHEDULE

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Stand Up Paddleboarding, Kayaking Lessons and Equipment Rentals at Blackie Spit

RFP Reference No.: 1220-030-2024-009

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

Dear Sir:

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

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

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

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

4.0 I/We confirm that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another business at the place(s) of the Services has been

designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

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

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

- (a) Workers' Compensation Board coverage in good standing and further, if an “Owner Operator” is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City’s sample insurance certificate form available on the City’s Website at www.surrey.ca search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Proponent’s Services are subject to GST, the Proponent’s GST Number is _____; and
- (f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Section	Requested Departure(s) / Alternative(s)

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

Section	Requested Departure(s) / Alternative(s)

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

- END OF PAGE -

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Project Approach – Team Roles

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

Role	Name	Forecasted Project Days/Hrs.

Sub-Contractors

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

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

- END OF PAGE -

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

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a conceptual design for a seasonal stand-up paddleboard and kayak operation, including seasonal duration, hours of operation, scope of services offered;
- (vi) a plan for the mobilizing and demobilizing of the operation, site and temporary structure (if structure is planned to be brought in). This includes a detailed description as to how all equipment that will be used to supply the services, will be secured and stored;
- (vii) a written patron safety orientation plan that will be covered with each rental patron;
- (viii) Reporting: provide a description of how the Proponent would advise how they will provide a comprehensive reporting including, but not limited to safety, lessons, customer service, etc.;
- (ix) Training: Describe/outline any specific, formal training and development program (i.e. Occupational Health and Safety) that your company employs, including the number of hours of training provided to new and current staff of a recurring basis; and
- (x) Value Added: provide information that would be of some benefit and applicable in providing the best Services to the City.

- END OF PAGE -

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

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

ACTIVITY	SCHEDULE		
	MONTH	DAY OF THE WEEK	HOURS OF OPERATION
RENTALS	MAY	Saturdays & Sundays	8a.m. – 5p.m.
	JUNE		
	JULY		
	AUGUST		
	SEPTEMBER		
LESSONS	MAY		
	JUNE		
	JULY		
	AUGUST		
	SEPTEMBER		

SAMPLE

- END OF PAGE -

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

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

- (i) monthly fee;
- (ii) hourly rates for all team members if payment is to be made on an hourly basis; or
- (iii) lump sum fee.

Schedule of Rates:

Equipment & Lesson Rates				
Description	Cost per hour	Cost per day	Deposit (if any)	Other (please define)
(a) Equipment Rentals Fees:				
Kayak				
Paddleboard				
(b) Lesson Fees:				
Kayak				
Paddleboard				
(c) Other Fees & Charges (if any)				

SAMPLE

Additional Expenses:

The proposed Draft License Agreement attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Agreement as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

Payment Terms:

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

ATTACHMENT 1 – PRIME CONTRACTOR DESIGNATION

Letter of Understanding

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time:

"prime contractor" means, in relation to a multiple-employer workplace,

- (1) The prime contractor of a multiple-employer workplace must
 - (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the Workers' Compensation Act, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers' Compensation Board (WCB) Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all Workers' Compensation Board Regulation requirements.

Project File No.: 1220-030-2024-009

Project Title and Site Location: Stand Up Paddleboarding, Kayaking Lessons and Equipment Rentals at Blackie Spit

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

ATTACHMENT 2 – CONTRACTOR HEALTH AND SAFETY EXPECTATIONS

Responsibility of the Contractor(s)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employer and contractor's responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WorkSafeBC Occupational Health and Safety Regulation and to all provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements but does not relieve the contractor from complying with all applicable local and provincial laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify workplace hazards and implement suitable controls to decrease the risk.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors.
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement to the coordinator.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or their designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e., work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey. You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- know and comply with WorkSafeBC regulations
- follow established safe work procedures
- immediately report any work-related injury to his/her supervisor; and to the city representative
- not remain on the work site while his/her ability to work is in any way impaired
- report unsafe acts and conditions to their supervisor
- correct unsafe conditions immediately whenever it is possible to do so
- take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your acts or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees, or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)

4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g., WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
14. Housekeeping (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a. Aisles are to be kept clear at all times.
 - b. Individual work areas are to be kept clean and tidy. All materials, tools, products and equipment are to be kept in their designated areas.
 - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - d. Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. Fire Prevention:
 - a. Become familiar with surroundings and emergency exit.
 - b. Ensure aisles and exits are not blocked at any time.
 - c. Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. Equipment Operation (Any equipment, which could create a hazard, must be maintained in good condition):
 - a. Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b. Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c. Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d. The Operator must check all safety devices on equipment before operation.
 - e. All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f. Radio/I-pod Headphones are not allowed to be worn during regular work operations.
 - g. All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.

- h. All vehicles and equipment on City property must be kept in safe mechanical condition at all times and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i. Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city. BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (i.e. AC pipe), Lead (i.e. paint) or Silica (i.e. concrete) containing products.

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to provincial, and local laws and regulations. If a Contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

ATTACHMENT 3 – CONFIDENTIALITY AGREEMENT

PROJECT TITLE: Stand Up Paddleboarding, Kayaking Lessons and Equipment Rentals at Blackie Pit

Reference No.: 1220-030-2024-009

BETWEEN:

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

(the “**City**”)

OF THE FIRST PART

AND:

(Insert Full Legal Name and Business Address)

(the “**Consultant**”)

OF THE SECOND PART

WHEREAS:

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

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

1. The Consultant shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Consultant acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, except as contemplated herein, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Consultant hereby consents to the granting of such equitable and injunctive relief.
2. The Consultant shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Consultant may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Consultant's directors, officers, employees, and sub-consultant who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Consultant divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-consultant, the Consultant shall inform each of the said directors, officers, employees, and sub-consultants of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Consultant set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-consultants to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Consultant agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Confidentiality Agreement.
4. The Consultant shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include a reasonable degree of care, and not less than that which the Consultant utilizes to protect its own confidential information of a similar nature.
5. The Consultant shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Consultant shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Consultant may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Consultant, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless

authorized otherwise by the City. All copies shall be returned to the City upon request. Notwithstanding the foregoing, the Consultant may retain one (1) copy of all Confidential Information in the files of its general counsel for the sole purpose of ascertaining its rights and obligations in the event of a dispute hereunder, provided, however, that such retained Confidential Information shall be held in accordance with the confidentiality requirements of this Confidentiality Agreement.

7. The Confidential Information received by the Consultant and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Consultant forthwith upon demand by the City, with the exception of one (1) copy, consistent with Section 6 herein.
8. The Consultant acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Consultant further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Consultant in performance of this Confidentiality Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Consultant shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Consultant, the Consultant shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Consultant acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Consultant under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Consultant the terms of this Confidentiality Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Confidentiality Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Consultant hereby acknowledges that the obligations imposed on the Consultant hereunder shall survive the termination of the Consultant's dealings or engagement with the City.
12. The Consultant represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Confidentiality Agreement.
13. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Consultant and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.

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

ATTACHMENT 4 – PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule:

- (a) “**access**” means disclosure by the provision of access;
- (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, including any regulation made under it, as may be amended or replaced from time to time;
- (c) “**Agreement**” means the agreement between the City and the Contractor to which this Schedule is attached;
- (d) “**business day**” means any day that is not a Saturday, Sunday or statutory holiday;
- (e) “**City**” means the City of Surrey;
- (f) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (g) “**Contractor**” means the person retained to perform the services under the Agreement;
- (h) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement;
- (i) “**privacy course**” means the City’s online privacy and information sharing training course or another course approved by the City; and
- (j) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (k) “**service provider**” means a person retained under a contract to perform services for a public body; and
- (l) “**Third Party Hosting Provider**” means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor.

Purpose

2. The purpose of this Schedule is to:

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

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

Acknowledgements

- 3. The Contractor acknowledges and agrees that:
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the City; and
 - (c) unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the City provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the City otherwise directs in writing.
- 6. Unless the Agreement otherwise specifies or the City otherwise directs in writing, where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

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

Protection of Personal Information

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

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

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the City in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the City upon request.
19. The Contractor will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the City.

Retention of Personal Information

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

Use of Personal Information

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

Metadata

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

Disclosure of Personal Information

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

obligations, or the exercise of the Contractor's rights, under the Agreement.

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

- (a) receives a third party request for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third party request for disclosure,

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

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

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

Notice of Unauthorized Disclosure

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

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

Inspection of Personal Information

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

must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and Directions

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

Notice of Non-Compliance

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

Termination of Agreement

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

Interpretation

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
35. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
36. This Schedule will supersede and replace any Privacy Protection Schedule attached to any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement.
37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
38. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

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

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