

December 17<sup>th</sup>, 2019

## **INVITATION TO INTERESTED PROPONENTS**

**Project/Contract Service Required:** Executive Recruitment Search & Consulting Services

**Project/Contract No.:** 1220-030-2020-003

The City of Surrey (the “City”) invites Proposals for the provision of Executive Recruitment Search & Consulting Services (the “Services”).

The intent of this request for proposals (“RFP”) 1220-030-2020-003 and any resultant award is to secure the provision of, in a substantial, complete and professional manner, all necessary executive recruitment search and consulting services of the highest quality, at the lowest cost to the City.

### **Obtaining RFP Documents:**

In consideration of the City issuing an RFP to the Proponent and disclosing confidential information to the Proponent related to and/or for purposes of the RFP, Proponents are required to complete the City’s Confidentiality Agreement [Schedule 1] and Privacy Protection Schedule [Schedule 2]. These Schedules must be executed by a signatory with the authority to bind each member of the Proponents team, and for clarity such signatory may be different than the Proponent representative.

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### **Preferred Time and Address for Delivery:**

The Confidentiality Agreement and the Privacy Protection Schedule must be submitted in the forms attached as Schedule 1 – Confidentiality Agreement and Schedule 2 – Privacy Protection Schedule.

The Proponent may submit Schedule 1 and Schedule 2 either by email or in a hard copy, as follows:

#### **(a) Email**

If the Proponent chooses to submit by email, the Proponent should submit Schedule 1 – Confidentiality Agreement and Schedule 2 – Privacy Protection Schedule electronically in a single pdf file which should be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

on or before the following date and time

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

Preferred Date: January 16, 2020

(the “Preferred Time”)

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**PDF emailed submissions are preferred** and the City will confirm receipt of emails. A Proponent bears all risk that computer equipment functions properly so that the Schedule 1 – Confidentiality Agreement and Schedule 2 – Privacy Protection Schedule are received on time.

**(b) Hard Copy**

If the Proponent chooses NOT to submit by email, the Proponent should submit Schedule 1 – Confidentiality Agreement and Schedule 2 – Privacy Protection Schedule which must be delivered to the City at the office of:

Name: Richard D. Oppelt, Manager, Procurement Services  
at the following location:

Address: Surrey City Hall  
Finance Department – Purchasing Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

**on or before the Preferred Time.**

The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

Please note that Surrey City Hall will be closed from December 25, 2019 to January 1, 2020. We will re-open on January 2, 2020.

**Request For Proposal Documents:**

Request for Proposals documents will be sent by confidential email upon the City receiving the executed Schedule 1 – Confidentiality Agreement and Schedule 2 – Privacy Protection Schedule.

Request for Proposal Documents to be provided on receipt of Schedule 1 and 2.

Thank you.

Yours truly,

A handwritten signature in blue ink that reads "Richard D. Oppelt". The signature is fluid and cursive, with a large loop at the end.

Richard D. Oppelt  
Manager, Procurement Services

**SCHEDULE 1 - CONFIDENTIALITY AGREEMENT**

**PROJECT TITLE:** Executive Recruitment Search & Consulting Services

**THIS CONFIDENTIALITY AGREEMENT** (the "Confidentiality Agreement") is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Reference No.: 1220-030-2020-003**

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., V3T 1V8, Canada  
(the "**City**")

**AND:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Insert Above Full Legal Name and Business Address of Proponent)*

(the "**Proponent**")

**WHEREAS:**

- A.** The Proponent and the City acknowledge that the process of the Proponent having access to information will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Proponent. In this 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 Proponent 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 Proponent shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Proponent acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, 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 Proponent hereby consents to the granting of such equitable and injunctive relief.

2. The Proponent 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 Proponent may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Proponent's directors, officers, employees, and sub-proponents who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Proponent divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-proponents, the Proponent shall inform each of the said directors, officers, employees, and sub-proponents of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Proponent set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-proponents to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Proponent 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 Proponent 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 the highest degree of care that the Proponent utilizes to protect its own confidential information of a similar nature.
5. The Proponent shall immediately notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Proponent 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 Proponent may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Proponent, 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.
7. The Confidential Information received by the Proponent 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 Proponent forthwith upon demand by the City.
8. The Proponent 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 Proponent 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 Proponent in performance of this Confidentiality Agreement

is subject to FIPPA and may be disclosed as required by FIPPA. The Proponent 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 Proponent, the Proponent shall provide details of such harm in accordance with section 21 of FIPPA.

- 9. The Proponent acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Proponent 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 Proponent 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 Proponent hereby acknowledges that the obligations imposed on the Proponent hereunder shall survive the termination of the Proponent's dealings or engagement with the City.
- 12. The Proponent 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 Proponent 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.

The foregoing Confidentiality Agreement and terms and conditions contained herein are accepted and agreed to on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**PROPONENT**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
Printed Name and Position of Authorized Signatory

Business E-mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

## SCHEDULE 2 – PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between the City of Surrey (the "Public Body") and \_\_\_\_\_ (the "Proponent") respecting Request For Proposals No. 1220-030-2020-003 – Executive Recruitment Search & Consulting Services.

### 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 (British Columbia), as amended from time to time;
  - (c) "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;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Proponent as a result of the Agreement or any previous agreement between the Public Body and the Proponent dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

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

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Proponent may only collect or create personal information that is necessary for the performance of the Proponent's obligations, or the exercise of the Proponent's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Proponent must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Proponent must tell an individual from whom the Proponent collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Proponent's collection of personal information.

### Accuracy of personal information

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

### Requests for access to personal information

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

### Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Proponent must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Proponent of the date the correction request to which the direction relates was received by the Public Body in order that the Proponent may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Proponent must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Proponent disclosed the information being corrected or annotated.
11. If the Proponent receives a request for correction of personal information from a person other than the Public Body, the Proponent must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Proponent of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Proponent must also promptly provide that official's name or title and contact information to the person making the request.

### Protection of personal information

12. The Proponent must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

### Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Proponent must not store personal information outside Canada or permit access to personal information from outside Canada.

### Retention of personal information

14. Unless the Agreement otherwise specifies, the Proponent must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Public Body otherwise directs in writing, the Proponent may only use personal information if that use is for the performance of the Proponent's obligations, or the exercise of the Proponent's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Public Body otherwise directs in writing, the Proponent may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Proponent's obligations, or the exercise of the Proponent's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Proponent must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Proponent may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Proponent:
- (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Proponent knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Proponent must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Proponent may have to provide the notification contemplated by section 30.5 of the Act, if the Proponent knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Proponent must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

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

#### **Compliance with the Act and directions**

21. The Proponent must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Proponent as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Public Body under this Schedule.
22. The Proponent acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Proponent does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Proponent must promptly notify the Public Body 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**

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

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Proponent" in this Schedule includes any subcontractor or agent retained by the Proponent to perform obligations under the Agreement and the Proponent must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Proponent in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Proponent must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

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

The foregoing Privacy Protection Schedule and terms and conditions contained herein are accepted and agreed to on this \_\_\_day of \_\_\_\_\_, 20\_\_

**PROPONENT**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
Printed Name and Position of Authorized Signatory

Business E-mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_