



**REQUEST FOR APPLICATIONS FOR  
STANDING OFFER AGREEMENT**

**Title:** Artificial Intelligence Services

**Reference No.:** 1220-060-2024-007

**FOR PROFESSIONAL SERVICES (CONSULTANT)**

(General Services)

Issue Date: **July 17, 2024**

**REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS**

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## REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)

### 1. INTRODUCTION

The City of Surrey (the “**City**”) invites applicants to submit an application on the form attached as Schedule B – Application for a Standing Offer Agreement (the “**Application**”) for the supply of the goods (if any) and services described in Schedule A – Scope of Services (the “**Services**”). The description of the Services sets out the minimum requirements of the City. A person that submits an Application (the “**Applicant**”) should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements. Applicants are invited to submit innovative solutions and the City encourages suggestions to improve these Services.

### 2. NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“**Standing Offer**”) only and the Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “**Order**”) for Services specified in the Order and the Applicant agrees to provide those Services. The parties agree that the City may not place any orders for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Services from any other source.

### 3. ADDRESS FOR DELIVERY

The Applicant should submit the Application **electronically** in a single pdf file and must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

The City will confirm receipt of emails. Applications that cannot be opened or viewed may be rejected. An Applicant bears all risk that the City’s receiving equipment functions properly so that the City receives the Application.

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

### 4. DATE

The City would prefer to receive Applications on or before August 13, 2024 (the “**Date**”).

### 5. INQUIRIES

All inquiries related to this RFA-SOA 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](mailto:purchasing@surrey.ca)  
Reference: 1220-060-2024-007

reserves the right not to respond to inquiries made within seven (7) business days of the Date. Inquiries and responses will be recorded and may be distributed to all Applicants at the discretion of the City.

Applicants finding discrepancies or omissions in the Standing Offer Agreement or RFA-SOA or having doubts 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 RFA-SOA, the City Representative will issue an addendum in accordance with Section 6. No oral conversation will affect or modify the terms of the RFA-SOA or may be relied upon by any Applicant.

## **6. ADDENDA**

If the City determines that an amendment is required to this Request for Applications for Standing Offer Agreements (RFA-SOA), the contact person will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form part of this RFA for SOA. It is the responsibility of Applicants to check the BC Bid Website and the City Website for addenda. The only way this RFA-SOA 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 RFA for SOA or may be relied upon by any Applicant. By delivery of a Application, Applicant is deemed to have received, accepted and understood the entire RFA-SOA including, any and all addenda.

## **7. NO CONTRACT**

This Request is simply an invitation for Applications (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this Request or the submission of an Application. The City may negotiate changes to any terms of an Application, including terms in Schedules A and B of the Request, including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

## **8. ACCEPTANCE**

An Application will be an offer to the City which, subject to Section 7, the City may accept at any time by signing the copy of the Application and delivering it to the Applicant. An Application is not accepted by the City unless and until both the Authorized Signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Application by the City may be by fax or email. In that event, the resulting Standing Offer will be comprised of the documents included in the definition of Agreement in Attachment 1 – Draft Standing Offer Agreement.

## **9. APPLICANT'S EXPENSES**

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the Request. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this Request.

## **10. APPLICANT'S QUALIFICATIONS**

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Services.

## **11. CONFLICT OF INTEREST**

An Applicant must disclose in its Application 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.

## **12. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF**

Applicants and their agents will not contact any member of the City Council or City staff with respect to this Request, other than the contact person named in Section 5, at any time prior to the award of a Standing Offer or the cancellation of this Request.

## **13. CONFIDENTIALITY**

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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.

## **14. MULTIPLE APPLICANTS**

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

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

## 15. SIGNATURE

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

- (a) If the Applicant is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Application 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 Application on behalf of the corporation is submitted;
- (b) If the Applicant 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 Applicant is an individual, including a sole proprietorship, the name of the individual should be included.

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## ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT – SERVICES

**AGREEMENT TITLE: Artificial Intelligence Services**

**AGREEMENT No.: 1220-060-2024-007**

**BETWEEN:**

**CITY OF SURREY**  
13450 – 104<sup>th</sup> Avenue  
Surrey, B.C., V3T 1V8, Canada  
(the “City”)

**AND:**

\_\_\_\_\_ <img alt="cursor icon" data-bbox="395 338 415 352"/> *Insert Full Legal Name of Applicant*  
(the “Consultant”)

**WHEREAS** the City wishes to engage the Consultant to provide Services in connection with  
**Artificial Intelligence Services**

**THEREFORE** in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Consultant agree as follows:

### DEFINITIONS AND INTERPRETATION

1. In these General Terms and Conditions:
  - (a) “Agreement” has the meaning set out in Section 2;
  - (b) “Application” means the application for a Standing Offer attached as Schedule B;
  - (c) “City” means the City of Surrey;
  - (d) “Consultant” means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
  - (e) “Disbursements” means the actual out-of-pocket costs and expenses which the Consultant incurs in the performance of the Services as identified in the Application and reimbursement of which is accepted by the City;
  - (f) “Fees” has the meaning set out in Section 11;
  - (g) “Order” means a written order executed by the City for specified Services;
  - (h) “Request” means the request for Applications for Standing Offer;
  - (i) “Services” means any portion of the services as described generally in Schedule A that the City requests that the Consultant provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement;
  - (j) “Standing Offer” means a standing offer agreement between the City and the Consultant, the nature of which is discussed in Section 3; and
  - (k) “Term” has the meaning described in Section 8.

2. This Agreement consists of all of the documents listed below and may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
  - (a) the Order;
  - (b) this Agreement;
  - (c) the scope of Services set out in Schedule A of the Request;
  - (d) Schedule C – Privacy Protection Schedule
  - (e) Schedule D – Confidentiality Agreement
  - (f) the Application;
  - (g) the Request; and
  - (h) other terms, if any, that are agreed to by the parties in writing.

### **NATURE OF AGREEMENT**

3. It is understood and agreed by the Consultant that should an Application be selected by the City, it will result in a Standing Offer only and the goods (if any) and Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Consultant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order for goods (if any) and Services specified in the Order and the Consultant agrees to provide those goods (if any) and Services. The parties agree that the City may not place any Order for Services with the Consultant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar goods (if any) and Services from any other source.

### **SERVICES**

4. The Consultant covenants and agrees that it will, if ordered by the City, provide the Services in accordance with this Agreement. The Services provided will meet the specifications set out in the Order and Schedule A of the Request and as described in the Application.
5. The City may from time to time, by written notice to the Consultant, make changes in the scope of Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in the Application.
6. The Consultant will, if required in writing by the City, provide additional services as may be listed in the Application. The terms of this Agreement will apply to any additional services, and the fees for additional services will generally correspond to the fees as described in the Application. The Consultant will not provide any additional services in excess of the Services ordered in writing by the City.
7. The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Services.



## TERM

8. The Consultant will provide the Services for the period commencing on <Start Date> and terminating on <End Date> for the duration of twelve (12) months (the "Term").
9. The City may at any time prior to 30 days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed four (4) additional twelve (12) month periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

## TIME

10. Time is of the essence.

## FEES AND DISBURSEMENTS

11. The City will pay the Fees and Disbursements to the Consultant for the performance of the Services in accordance with this Agreement. Payment by the City of the Fees and Disbursements will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City.
12. For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City.

## PAYMENT

13. Subject to any contrary provisions set out in the Application:
  - (a) the Consultant will submit an invoice (the "Invoice") to the City requesting payment of the portion of the Fees and Disbursements relating to the Services provided and including the following information:
    - (1) an Invoice number;
    - (2) Consultant's name, address and telephone number,
    - (3) the City's purchase order number **P.O. #**\_\_\_\_\_ for the Services;
    - (4) the names, charge-out rates and number of hours worked of all employees of the Consultant and any sub-contractors that have performed services;
    - (5) the percentage of Services completed;
    - (6) the total budget for the Services and the amount of the budget expended to the date of the invoice;
    - (7) taxes (if any);
    - (8) and grand total of the invoice;
  - (b) the Consultant will on request from the City provide copies of receipts and invoices for all Disbursements claimed;
  - (c) If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Consultant;
  - (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from

payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City, if applicable; and

- (e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after the receipt of the Invoice.
14. In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Consultants. Electing to participate in this program will allow Consultants to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
15. To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.
- Please send invoices by email to [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)
16. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
17. If the Consultant is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Consultant; or
  - (b) the amount required under applicable tax legislation.

## **USE OF WORK PRODUCT**

18. The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.

## **PERSONNEL AND SUB-CONTRACTORS**

19. The Consultant will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
20. The Consultant will perform the Services using the personnel and sub-contractors as may be listed in the Application and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
21. If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.

22. Except as provided for in Section 6.2, the Consultant will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

### **LIMITED AUTHORITY**

23. The Consultant is not and this Agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of providing the Services shall identify the Consultant by name and telephone number.
24. The Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in the Order. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.
25. The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Consultant will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

### **CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

26. Except as provided for by law or otherwise by this Agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.
27. The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

Refer to Schedule C - Privacy Protection Schedule; and

Refer to Schedule D - Confidentiality Agreement.

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

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

### **CITY RESPONSIBILITIES**

29. The City will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
30. The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Consultant and respond to all requests for approval made by the Consultant pursuant to this Agreement.
31. If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Consultant's performance of the Services.

### **INSURANCE AND DAMAGES**

32. The Consultant will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this Agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.
33. The indemnity described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
34. The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
  - (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued

to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) professional errors and omissions liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from errors or omissions in the performance of the Services;
  - (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
35. The Consultant will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Consultant will, on request from the City, provide certified copies of all of the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
36. The Consultant acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.
37. The Consultant shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
38. The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

## **TERMINATION**

39. The City may at any time and for any reason by written notice to the Consultant terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to complete the Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Consultant all amounts owing under this Agreement for Services provided by the Consultant up to and including the date

of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities

40. The City may terminate this Agreement for cause as follows:
  - (a) If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or
  - (b) If the Consultant is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant further written notice.
41. If the City terminates this Agreement as provided by this Section, then the City may:
  - (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
  - (b) withhold payment of any amount owing to the Consultant under this Agreement for the performance of the Services;
  - (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this Agreement, and at the completion of the Services pay to the Consultant any balance remaining; and
  - (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.
42. The City will not accept nor be responsible for any restocking charges for any goods shipped to the City and then, for whatever reason, returned to the Consultant pursuant to this Agreement. The Consultant is to bear all costs including shipping and handling of returned goods.

#### **CURING DEFAULTS**

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

## **APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS**

44. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
45. The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.
46. The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.
47. The Consultant will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

## **WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

48. The Consultant agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.
49. The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
50. The Consultant agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1* 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 Consultant will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

51. Without limiting the generality of any other indemnities granted by the Consultant in this Agreement, the Consultant shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
52. The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
53. The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

## **BUSINESS LICENSE**

54. The Consultant will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

## **DISPUTE RESOLUTION**

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

- (a) Negotiation

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

- (b) Mediation

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



(c) Litigation

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

#### **JURISDICTION AND COUNCIL NON-APPROPRIATION**

56. Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
57. The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

#### **ENTIRE AGREEMENT**

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

#### **AMENDMENT**

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

#### **CONSULTANT TERMS REJECTED**

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

#### **SURVIVAL OF OBLIGATIONS**

61. All of the Consultant's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

## CUMULATIVE REMEDIES

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

## NOTICES

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

- (a) The City:

City of Surrey  
<img alt="redacted" data-bbox="294 348 324 361"/> **insert department/division/section name**>  
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: <img alt="redacted" data-bbox="294 396 324 409"/> **insert City contact name**>  
<img alt="redacted" data-bbox="294 411 324 424"/> **insert title**>

Fax No.: <img alt="redacted" data-bbox="294 443 324 456"/> **insert**>  
Email: <img alt="redacted" data-bbox="238 458 268 471"/> **insert**>

- (b) The Consultant:

<img alt="redacted" data-bbox="294 523 324 536"/> **insert name and address**>

Attention: <img alt="redacted" data-bbox="294 556 324 569"/> **insert City contact name**>  
<img alt="redacted" data-bbox="294 571 324 584"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 603 384 616"/> **insert**>  
Business Email: <img alt="redacted" data-bbox="354 618 384 631"/> **insert**>

## UNENFORCEABILITY

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

## HEADINGS

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

## SINGULAR, PLURAL AND GENDER

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

**WAIVER**

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

**SIGNATURE**

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

**ENUREMENT**

69. This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

**IN WITNESS WHEREOF** the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date set out above written.

**CITY OF SURREY**

**I/We have the authority to bind the City.**

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

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

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**<img alt="document icon" data-bbox="112 601 145 618"/> INSERT FULL LEGAL NAME OF CONSULTANT>**

**I/We have the authority to bind the Consultant.**

\_\_\_\_\_  
(Legal Name of Consultant)

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

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

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## **SCHEDULE A - SCOPE OF SERVICES**

### **1. SCOPE OF SERVICES**

The City of Surrey (the “City”) seeks to establish a roster of experienced and qualified consultants capable of delivering projects for an Artificial Intelligence (AI) Program on an "as and when needed" basis.

### **2. BACKGROUND**

In an era where digital innovation is pivotal, our AI Program is dedicated to leveraging the power of artificial intelligence to improve the quality of life for our citizens, enhance the delivery of City services, and create a smarter, more sustainable, and connected City for all. With the implementation of chatbot capabilities on generative AI for select use cases, we are on the lookout for adept partnerships within the AI domain who can contribute to our journey for the chatbot expansion, the development of cutting-edge AI solutions, and the exploration of new AI technologies using Retrieval Augmented Generation (RAG) techniques.

### **3. SCENARIOS FOR AI PROGRAM SOA**

#### **3.1 INDEPENDENT PROJECTS**

An independent project typically involves the design, development, and deployment of an AI solution. Those projects may range from expansion of existing AI chatbot capabilities to different business areas, to prototyping for new AI solutions.

Projects will be executed by the vendor with the City providing oversight and support as required, ensuring alignment with strategic objectives and quality standards. There could be more engagements from the City for prototyping projects.

#### **3.2 AUGMENTING IN-HOUSE SKILL-SETS**

Boosting the City’s internal AI team’s capabilities with external expertise. This augmentation is aimed at leveraging specialized skills to enhance our project delivery capabilities and deliver innovative solutions more efficiently.

Consultants will collaborate closely with our internal teams, transferring knowledge and best practices to ensure sustainable development and maintenance of solutions.

#### **3.3 CONSULTANCY SUPPORT**

This support is envisioned to bring in specialized knowledge in the Services that surpasses the current proficiency of our internal team. This consultancy support will provide our team access to expert individuals or a very small team of specialists, empowering the team to harness new and sophisticated AI technologies.

### **4. SUGGESTED ROLES**

The following table outlines the key roles that are suggested for this engagement along with their descriptions:

| Services  | Description   |
|---|---|
| Business Consultant / Analyst                   | Responsible for comprehending business needs and facilitating communication between business and technical teams to develop and optimize AI models; collaborate with business experts to define requirements and validate AI models.                                    |
| AI Engineer                                     | Design, development and deploy AI models ensuring scalability, efficiency, and integration; implement machine learning algorithms and tools; integrate AI models with other systems as needed; ensure seamless integration and deployment of AI models into production. |
| Copilot Studio (Power Virtual Agents) Developer | Design and implement AI solutions using Copilot Studio. Responsibilities include creating conversation paths, integrating bots with external APIs and services, and ensuring a seamless user experience.  |
| Power Platform Developer                        | Design and develop applications with Power Apps; automate workflows using Power Automate; generate insightful data visualizations with Power BI; implement solutions that integrate various data sources and services.  |
| Data Scientist                                  | Analyze and model data to uncover key insights; develop machine learning algorithms for predictive analytics; analyze and interpret data to train and evaluate AI models; formulate strategic decisions based on AI-driven insights.                                    |
| Cloud & AI Architect                            | Design robust AI solutions to meet business goals; integrate AI and cloud technologies to drive innovation; collaborate with the City of Surrey's Architect to ensure best practices in AI deployment and alignment with the City's strategy and standards.             |
| Project Manager                                 | Oversee entire project lifecycle, including managing timelines, resources, and budgets; ensure the project achieves its goals.  |

The roles listed above are suggested based on the current understanding of needs, we welcome your expertise and insight. If you identify additional roles that could contribute to our AI program, please include them in your proposal with a detailed description and justification for their inclusion.

All proposed roles are responsible for validating and verifying delivered work to demonstrate adherence to cohesive and holistic quality assurance practices aligned to industry best-practices, and to ensure deliverables fulfill project requirements. Comprehensive documentation must be maintained of the work, processes, and methodologies, and transitioned to the City to facilitate transparency, knowledge sharing and ongoing sustainment of solutions. Continuous improvement efforts are encouraged, and client feedback should guide the delivery of solutions to meet their expectations effectively.

## 5. PREFERRED QUALIFICATIONS

All resources that are proposed should have relevant experience in implementing AI solutions in a role as per proposal and possess adequate knowledge and experience in working in the City's AI environment as per Schedule A1 - Reference Architecture and Schedule A2 - Architecture Diagram For AI Chatbot.

**6. APPLICANTS RESPONSE TIME**

Consultant(s) should be available to provide services within the City's regular business hours (7:30am – 5:00pm Pacific Standard Time). Actual numbers of hours of work to be determined by the City.

**7. LOCATION AND TRAVEL**

It is preferred that the consultant(s) will be working within North American time zones.

In the event that the consultant(s) need to be onsite, the City will not be responsible for travel costs unless prior approval is obtained.

**8. EQUIPMENT AND ACCESS**

Consultant(s) should have their own computer equipment and have access to their own suite of standard office automation tools (i.e., e-mail, MS Word, MS Excel, MS Power Point, MS Project, etc.) for business. The City will provide access to City's systems and facilities that is required to complete the services before commencing the work. The access will be removed upon the completion of individual assignment.

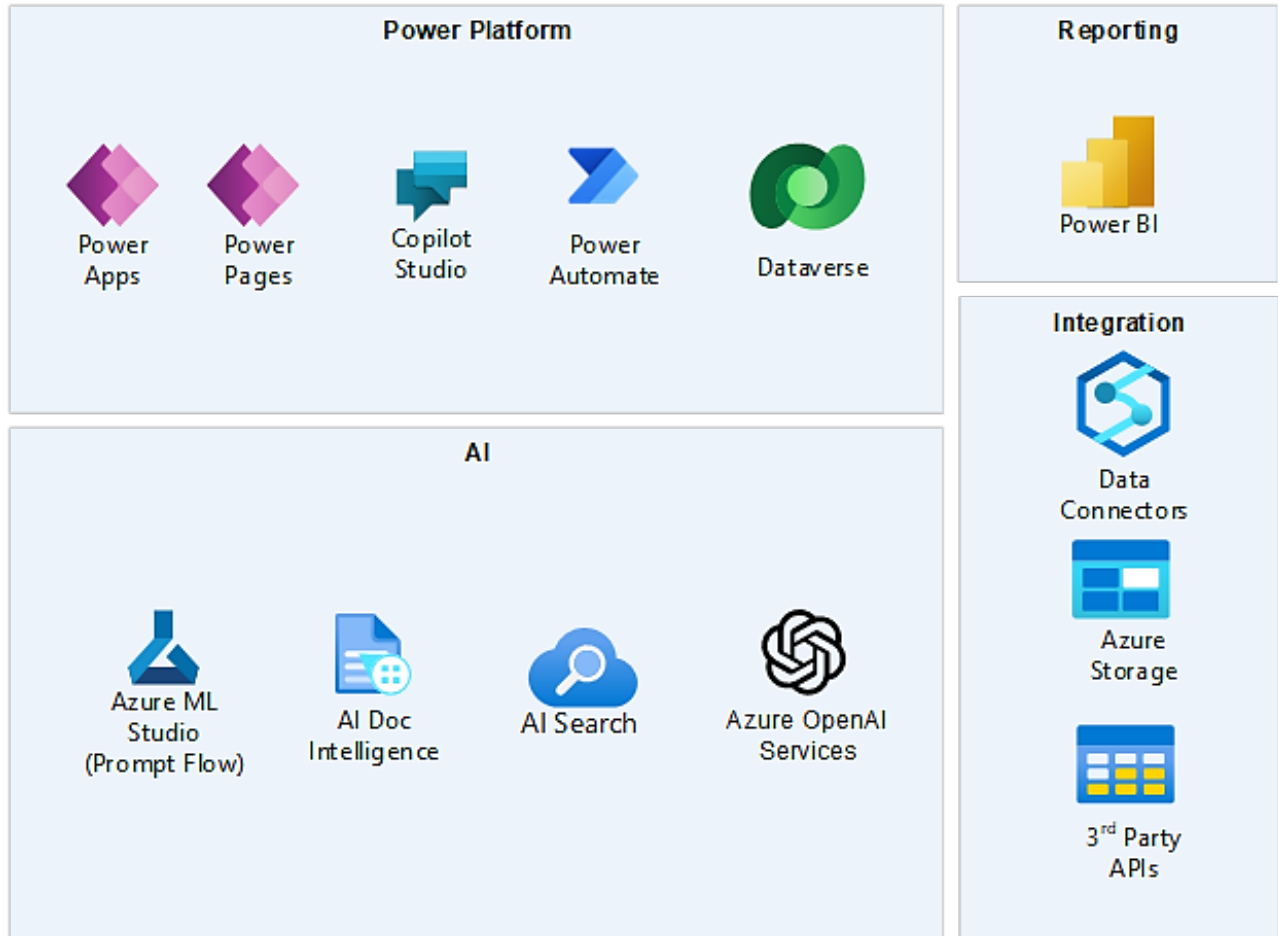
**9. NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF STANDING OFFER**

The quantity of any services specified in the RFA-SOA are only an approximation of Services given in good faith. In submitting an application to this RFA-SOA, the consultant(s) acknowledges that any quantities provided are estimates only and testifies to its ability to accommodate increases or decreases in workload as they occur.

The City will initiate written work orders prior to each project. The City does not guarantee the assignment of any work or quantity of work. Quantities of work will be determined based on the requirements of the unless otherwise agreed to in writing by the City. The consultant(s) is to provide the Services at the hourly rate as described herein only for the hours that the City requests the Services, and the consultant provides the Services.

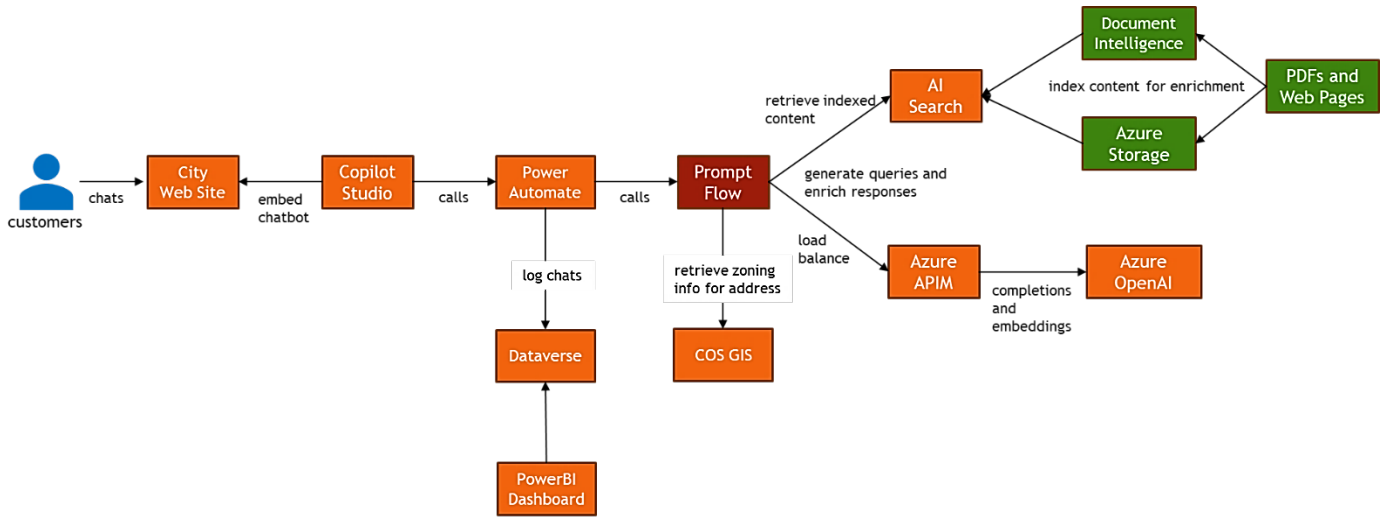
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## SCHEDULE A1 – REFERENCE ARCHITECTURE



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## SCHEDULE A2 – ARCHITECTURE DIAGRAM FOR AI CHATBOT



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**SCHEDULE B – APPLICATION FOR A  
STANDING OFFER AGREEMENT**

**Request For Applications For Standing Offer Agreement Title: Artificial Intelligence Services**

**Request For Standing Offer No.: 1220-060-2024-007**

**APPLICANT**

**Legal Name of Applicant:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

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

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

**CITY OF SURREY**

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Dear Sir:

1. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a Standing Offer only and the goods (if any) and Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of the goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order for goods (if any) and Services specified in the Order and the Applicant agrees to provide those goods (if any) and Services. The parties agree that the City may not place any Order for Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar goods (if any) and Services from any other source.
  
2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
  - (a) the Request;
  - (b) the scope of Services set out above and in Schedule A of the Request;
  - (c) the Standing Offer Agreement as Attachment 1 to this Request;
  - (d) this Application;

- (e) an Order (if any); and
- (f) other terms, if any, that are agreed to by the parties in writing.

3. Capitalized terms used and not defined in this Application will have the meanings given to them in the Standing Offer. Except as specifically modified by this Application, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect.
4. The Applicant offers to supply to the City of Surrey, the Services for the prices plus applicable taxes as follows:

Applicants are to complete the table below with the named Consultant(s) and the hourly rate proposed.

**Schedule of rates:**

| Name of Consultant | Role | Hourly Rate |
|--------------------|------|-------------|
|                    |      | \$          |
|                    |      | \$          |
|                    |      | \$          |
|                    |      | \$          |
|                    |      | \$          |
|                    |      | \$          |

*Add rows as required.*

**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.

**Payment Currency:**

Canadian Dollar (CAD)

**Additional Expenses:**

The proposed Agreement attached as Attachment 1 to the RFA-SOA 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:

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5. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties (use the spaces provided and/or attach additional pages, if necessary):

e.g., 30 days

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**Experience, Reputation and Resources:**

6. Applicant's relevant experience and qualifications in delivering Services similar to those required by the RFA-SOA:

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7. Applicant's should provide references (name and telephone number) (use the spaces The City's preference is to have a minimum of three commercial or government references and should demonstrate the ability of the Applicant to perform jobs similar in scope, size, nature and complexity of this RFA-SOQ. We hereby consent to the City contacting references for the purposes of evaluating our Application.

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8. Applicant should provide information on the background and experience of all key personnel proposed to provide the Services. By providing this information, you warrant you have each individual's consent to disclose their personal information in accordance with privacy laws:

**Key Personnel:**

Name: \_\_\_\_\_

Experience: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

9. Applicants should provide the following information on the background and experience of all sub-consultants proposed to undertake a portion of the Services:

| Description of Services | Sub-Contractors Name | Years of Working with Applicant | Telephone Number and Email |
|-------------------------|----------------------|---------------------------------|----------------------------|
|                         |                      |                                 |                            |
|                         |                      |                                 |                            |
|                         |                      |                                 |                            |

10. Applicant should describe Applicant's general capability and capacity to undertake the Services and provide the solution and your ability to meet the requirements of Schedule A of the RFA-SOA:

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11. Applicant should describe any resources you will acquire to undertake the Services:

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12. Applicant should describe your processes and procedures for maintaining confidentiality and security of information:

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13. I/We have reviewed the General Terms and Conditions attached to this RFA-SOA as Attachment 1. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

| <b>Section</b> | <b>Requested Departure / Alternative(s)</b> |
|----------------|---|
|----------------|---|

|       |       |
|-------|-------|
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| <hr/> | <hr/> |
| <hr/> | <hr/> |

14. The City of Surrey requires that the successful Applicant have the following in place before performing 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](http://www.surrey.ca) search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Applicant's Services are subject to GST, the Consultant's GST Number is \_\_\_\_\_; and
- (f) If the Applicant 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 Application, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):

| <b>Section</b> | <b>Requested Departure / Alternative(s)</b> |
|----------------|---|
|----------------|---|

|       |       |
|-------|-------|
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15. The Applicant acknowledges that the departures it has requested in Sections 13 and 14 of this Application will not form part of the Agreement unless and until the City agrees to

them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

16. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the RFA-SOA including without limitation the General Terms and Conditions, submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**APPLICANT**

I/We have the authority to sign on behalf of the Applicant.

\_\_\_\_\_  
(Legal Name of Applicant)

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

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

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

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE C – 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:
  - 17. (a) the City provides personal information to the Contractor;
  - 18. (b) the Agreement otherwise specifies; or
  - 19. (c) the City otherwise directs in writing.
- 6. Unless the Agreement otherwise specifies or the City otherwise directs in writing, where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

## **Privacy Training**

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

## **Accuracy of Personal Information**

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

## **Requests for Access to Information**

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

## **Correction of Personal Information**

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

## **Protection of Personal Information**

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



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

### **Storage of and Access to Personal Information**

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

### **Retention of Personal Information**

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

### **Use of Personal Information**

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

### **Metadata**

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

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

### **Disclosure of Personal Information**

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

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

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

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

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

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

### **Notice of Unauthorized Disclosure**

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

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

### **Inspection of Personal Information**

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

### **Compliance with the Act and Directions**

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

### **Notice of Non-Compliance**

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

### **Termination of Agreement**

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

### **Interpretation**

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
35. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
36. This Schedule will supersede and replace any Privacy Protection Schedule attached to

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

37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
38. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
39. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
40. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

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**SCHEDULE D – CONFIDENTIALITY AGREEMENT**

**PROJECT TITLE: Artificial Intelligence Services**

**Reference No.: 1220-060-2024-007**

**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.

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

**I/We have the authority to bind the Consultant.**

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

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

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

Business Email Address: \_\_\_\_\_

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

Business Facsimile: \_\_\_\_\_