



## **REQUEST FOR PROPOSALS**

**Title:** Senior Business Integration Analyst

**Reference No.:** 1220-030-2022-026

**FOR PROFESSIONAL SERVICES (CONSULTANT)**

(General Services)  
Issuance Date: July 14, 2022

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

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

#### 1.2 NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Proponent that should its Proposal be selected by the City, it will result in a standing offer agreement, a draft of which is attached as Schedule B – Standing Offer Agreement – Services (“**Standing Offer Agreement**”) and the Services will be ordered solely on an “as and when required” basis. Upon executing the Standing Offer Agreement, the Proponent agrees to provide any Services ordered on the terms set out in the Standing Offer Agreement. The Standing Offer Agreement does not guarantee the quantity of Services that will be ordered or that any orders will be placed with the Proponent. 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 Proponent if Services are not ordered. The Standing Offer Agreement does not limit or preclude the right of the City to purchase identical or similar services from any other source.

#### 1.3 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

“**City**” means the City of Surrey;

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

“**City Website**” means [www.surrey.ca](http://www.surrey.ca);

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

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

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

“**Information Meeting**” has the meaning set out in Section 2.2;

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

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

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

“RFP” means this Request for Proposals;

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

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

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

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1 Closing Time and Address for Proposal Delivery**

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

**on or before the following date and time**

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

**Date: July 29, 2022**

**(the “Closing Time”).**

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

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

### **2.2 Information Meeting**

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

### **2.3 Late Proposals**

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

### **2.4 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the email address set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by Section 3.2. E-mailed amendments are permitted, but such amendment should show only

the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's computer equipment functions properly so as to facilitate timely delivery of any amendment.

## 2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-030-2022-026

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

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

## 2.6 Addenda

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

## 2.7 Examination of Contract Documents and Site

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

## 2.8 Opening of Proposals

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

## **2.9 Status Inquiries**

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

## **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

### **3.1 Form of Proposal**

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

### **3.2 Signature**

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

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

## **4. EVALUATION AND SELECTION**

### **4.1 Evaluation Team**

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

### **4.2 Evaluation Criteria**

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

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

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

- (b) Technical – The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses to items in Schedule C-3 and Schedule C-4.
- (c) Financial – The Proponent's financial proposal for the performance of the Services as described in the Proponent's response to Schedule C-5.
- (d) Statement of Departures - The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. Specific weightings are not assigned to the individual evaluation criteria, but it is anticipated that the Proposal that offers the greatest overall value for money will be judged as most advantageous.

#### **4.3 Discrepancies in Proponent's Financial Proposal**

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

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

#### **4.4 Litigation**

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its

elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

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

#### **4.5 Additional Information**

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

#### **4.6 Interviews**

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

#### **4.7 Multiple Preferred Proponents and Changes to the Proponent Team**

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussion with the City for one or more Standing Offer Agreements to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals. Likewise, the City reserves the right to ask for changes in the member/s comprising the Proponent Team as it deems beneficial to the overall composition of the Proponent's project team(s) and without any obligation to justify its preference.

In addition to any other provision of this RFP, Proposals 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 Services and entering into one or more agreements with one or more Proponents.

#### **4.8 Negotiation of Contract and Award**

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

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and



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

## **5. GENERAL CONDITIONS**

### **5.1 No City Obligation**

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

### **5.2 Proponent's Expenses**

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

### **5.3 No Contract**

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

### **5.4 Conflict of Interest**

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

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

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

## **5.6 Confidentiality**

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

## **5.7 No Claims**

Each Proponent, by submitting a Proposal, irrevocably:

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

## **5.8 Security Clearances**

Persons performing services for Surrey Police Services (SPS) will be required to meet SPS security requirements prior to commencement of the services and/or prior to accessing SPS facilities and systems. General security requirements include:

- (a) If escorted attendance at meetings, remote video/telephone meetings, but no data or systems access, no clearances required;
- (b) If on-site access, then clearances needed – Police Information Check to be completed;
- (c) If engaged in design or build, then clearances required – clearance type dependent on degree of access to designs and data, minimum Federal Reliability; and

(d) If live data systems access, require enhanced security clearances – SPS and/or RCMP clearances.

The Proponent will be required to ensure any personnel performing the services (including its employees and subcontractors) meet the above security requirements upon award. Access will be strictly controlled, no direct physical access to the data centre will be allowed, remote access will be strictly monitored and controlled. Only cleared personnel will be permitted access to designs and data. All security clearances required for personnel will need to be returned to SPS within five (5) days of award.

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

### **PROJECT TITLE: SENIOR BUSINESS INTEGRATION ANALYST**

The City of Surrey (the “City”) is seeking two (2) more or less senior business integration analysts (the Consultant(s)) qualified to provide senior business integration analysis for the Surrey Police Service (SPS) implementation project. The Consultant(s) will be responsible for defining business scope and objectives through research, fact finding and thorough understanding of applicable business and industry requirements.

The Consultant will act as a liaison between business areas and the solution teams across a diverse customer portfolio. The Consultant(s) should:

- have a proven ability to support teams through significant organizational change and seasoned stakeholder engagement, relationship and team building skills;
- communicate complex ideas in simple ways that foster understanding and agreement;
- have the ability to work with limited guidance in a fast paced and continually changing environment.

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

As a key member of the team, the Consultant(s) will:

- (a) Work with representatives at all levels of the organization to develop and plan business strategies, while considering the strategic business implications of the application of technology to the current and future business environment;
- (b) Lead and create, clear and well-crafted requirements and develop complex, integrated process models that are cross-functional and cross-departmental to support understanding of the business problem or opportunity in question;
- (c) Provide guidance and support for all testing and quality assurance related work to aid in requirements validation;
- (d) Work with business units to analyse and design solutions and alternatives, communicate proposed recommendations, obtain consensus from all stakeholders, assist with resolving conflict to arrive at common solutions;
- (e) Provide data driven analysis support for potential solutions and alternatives;
- (f) Develop and deliver process and system training as required to aid in client adoption of the change being implemented; and
- (g) Champion change and support effective communication with relevant stakeholders at all levels.

### **2. LOCATION / PLACE OF PERFORMANCE**

It is expected that the Consultant(s) will be available on a full time basis (8 hours per day) and available to work on-site at Surrey City Hall for up to 5 days per week. The Consultant(s) may be required to work at new locations if requested and as the project evolves.

### **3. SKILLS AND QUALIFICATIONS**

- (a) Degree in a related field from a recognized institution plus 10 years of related work experience or an acceptable equivalent combination of training and experience;

- (b) Knowledge of requirements elicitation & analysis, stakeholder assessments as well as process modeling techniques;
- (c) Ability to develop and deliver user focussed training for implementation projects;
- (d) Ability to perform data analytics to support project decisions;
- (e) Ability to provide quality assurance and testing support for system and process implementations;
- (f) Knowledge of business analysis documentation techniques;
- (g) Communicate effectively to establish and maintain effective working relationships with a variety of internal and external contacts at all levels of the organization;
- (h) Ability to complete work with a high level of accuracy and attention to detail to critically analyze information and problem solve;
- (i) CBAP certification is preferred;
- (j) Experience within the public sector and a policing environment is an asset; and
- (k) Experience working with Agile Principles is an asset.

**[END OF PAGE]**

**SCHEDULE B – DRAFT STANDING OFFER AGREEMENT - SERVICES**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** Senior Business Integration Analyst

**Reference No.:** 1220-030-2022-026

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**ATTACHMENT 1 – PRIVACY PROTECTION SCHEDULE**

**ATTACHMENT 2 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**



## **1.2 Appendices**

The following attached Appendices and Attachments are a part of this agreement:

Appendix 1 – Scope of Services;  
Appendix 2 – Fees and Payment;  
Appendix 3 – Time Schedule;  
Appendix 4 – Personnel and Subcontractors;  
Appendix 5 – Additional Services;  
Attachment 1 – Privacy Protection Schedule; and  
Attachment 2 – Confidentiality and Non-Disclosure Agreement.

## **1.3 STANDING OFFER**

This Agreement is a standing offer arrangement and the following provisions apply to the requisition of Services under this Standing Offer Agreement:

- (a) The Services will be ordered by the City solely on an “as and when required” basis at any time and from time to time during the Term through use of a requisition. The Contractor agrees to provide the quantity of the Services ordered in each requisition, on the terms and conditions of this Standing Offer Agreement;
- (b) The aggregate quantity of Services which may be ordered is conditional upon the needs of the City;
- (c) Except as specifically set out in this Agreement, no compensation will be accrued, owed or paid to the Consultant if Services, or a minimum quantity of Services, are not ordered. This Standing Offer Agreement does not guarantee the City will purchase any Services from the Consultant;
- (d) All orders, including the timing of the order, the quantity of the Services required, and delivery schedule, are at the sole and absolute discretion of the City and may be subject to approval by other parties and applicable budget and financing approvals; and
- (e) The City, at all times, retains the right, in its sole and absolute discretion to order Services or any other items (including new, replacements or upgraded Goods) from other sources.

## **2. SERVICES**

### **2.1 Services**

The City hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Services**”).

### **2.2 Amendment of Services**

The City may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in Appendix 2.

### **2.3 Additional Services**

The Consultant will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant's performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Consultant will not provide any additional services in excess of the scope of services requested in writing by the City.

## **2.4 Standard of Care**

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 provide the Services.

## **2.5 Term**

This Agreement will commence upon the Effective Date and will continue for one-year unless renewed or terminated earlier (the "**Term**").

Renewals will substantially be dependent on the City's continued requirement of the Services, satisfactory performance of the Consultant(s) and budget approval.

## **2.6 Time**

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## **2.7 Pandemic Restrictions**

The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the "Pandemic"). The Consultant advises that it is able to proceed with the Services under the Pandemic conditions and restrictions (collectively the "Pandemic Restrictions") as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Consultant's performance of the Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.7 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Consultant's performance of the Services, such that upon the Consultant giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation

Section 12 (Workers' Compensation Board and Occupational Health and Safety);  
and

- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Consultant will give the City immediate notice, and a written plan of the interim steps the Consultant will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

### **3. PERSONNEL AND SUBCONTRACTORS**

#### **3.1 Qualified Personnel**

The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

#### **3.2 Listed Personnel and Subcontractors**

The Consultant will perform the Services using the professional personnel and subcontractors as may be listed in Appendix 4, and the Consultant will not remove any such listed personnel or subcontractors from the Services without the prior written approval of the City.

#### **3.3 Replacement of Personnel or Subcontractors**

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or subcontractors then the Consultant will, on written request from the City, replace such personnel or subcontractors.

#### **3.4 Subcontractors and Assignment**

Except as provided for in Section 3.2, the Consultant will not engage any personnel or subcontractors, or subcontract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

#### **3.5 Agreements with Subcontractors**

The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the 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 subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

### **4. LIMITED AUTHORITY**

#### **4.1 Agent of City**

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 perform 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 performing the services shall identify the Consultant by name and telephone number.

#### 4.2 Independent Contractor

The Consultant is an independent contractor. 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 Section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or subcontractors.

### 5. FEES

#### 5.1 Fees

The City will pay to the Consultant the fees as set out in Appendix 2 (the "**Fees**"). 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.

#### 5.2 Payment

Subject to any contrary provisions set out in this Agreement:

- (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. Each Invoice should be sent **electronically** to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) and include the following information:
  - (1) an invoice number;
  - (2) the Consultant's name, address and telephone number;
  - (3) the City's reference number for the Services; P.O. # (to be advised)
  - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any subcontractor(s) that has/have performed services during the previous month;
  - (5) the percentage of Services completed at the end of the previous month;
  - (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) grand total of the Invoice;
- (b) the Consultant will on request from the City provide 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 less any deductions for setoffs or holdbacks permitted by this Agreement including,

without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;

- (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 discounted portion of an Invoice; and
- (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

### **5.3 Disbursements**

In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses ("**Disbursements**") as identified in Appendix 2 which the Consultant, and approved subcontractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

For greater certainty, costs of general management, non-technical supporting services and general overheads are deemed to be covered by the Fees and will not be subject to additional payment by the City.

### **5.4 Records**

The Consultant will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Consultant will make the records available open to audit examination by the City at any time during regular business hours during the time the Consultant is providing the Services and for a period of six years after the Services are complete.

### **5.5 Non-Residents**

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.

## **6. CITY RESPONSIBILITIES**

### **6.1 City Information**

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.

### **6.2 City Decisions**

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.

### **6.3 Notice of Defect**

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.

## **7. INSURANCE AND DAMAGES**

### **7.1 Indemnity**

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.

### **7.2 Survival of Indemnity**

The indemnity described in Section 7.1 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.

### **7.3 Consultant's Insurance Policies**

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 insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period; and
- (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.

#### **7.4 Insurance Requirements**

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. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. 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.

#### **7.5 Consultant Responsibilities**

The Consultant acknowledges that any requirements by 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.

#### **7.6 Additional Insurance**

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.

#### **7.7 Waiver of Subrogation**

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

### **8. TERMINATION**

#### **8.1 By the City**

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 terminate the Services and return the City's property to the City. 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.

## **8.2 Termination for Cause**

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.

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.

## **8.3 Curing Defaults**

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.

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

### **9.1 Applicable Laws and Policies**

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.

The Consultant shall comply with all applicable policies, procedures and instructions provided by the City.

## **9.2 Codes and By-Laws**

The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.

## **9.3 Interpretation of Codes**

The Consultant will, as a qualified and experienced professional, 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.

## **9.4 Police Security Requirements**

It is a material term of this Agreement that the Consultant, and any personnel and subcontractors performing the Services or having access to Confidential Information, comply with SPS security policies and requirements, including with respect to security measures, security and background screenings and clearances, access restrictions, and identification and escorting requirements.. The Consultant will immediately remove and replace any personnel or subcontractors who do not meet, maintain or comply with any such requirements

## **10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

### **10.1 No Disclosure**

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.

***Refer to Attachment 2 Confidentiality and Non-Disclosure Agreement***

### **10.2 Freedom of Information and Protection of Privacy Act**

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 Attachment 1 Privacy Protection Schedule***

### **10.3 Return of Property**

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.

## **11. USE OF WORK PRODUCT**

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.

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

- 12.1 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 Consultant agrees that 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

- 12.6 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.

### **13. BUSINESS LICENSE**

- 13.1 The Consultant will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

### **14. DISPUTE RESOLUTION**

#### **14.1 Dispute Resolution Procedures**

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 14.

(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.

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

- 15.1 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.

15.2 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.

## **16. GENERAL**

### **16.1 Entire Agreement**

This agreement, including the Appendices 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.

### **16.2 Amendment**

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

### **16.3 Consultant Terms Rejected**

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.

### **16.4 Survival of Obligations**

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.

### **16.5 Cumulative Remedies**

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.

### **16.6 Notices**

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, Surrey City Hall  
<img alt="redacted" data-bbox="294 148 324 161"/> **insert department/division/section name**>  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: <img alt="redacted" data-bbox="294 201 324 214"/> **insert contact name**>  
<img alt="redacted" data-bbox="294 219 324 232"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 254 384 267"/> **insert**>  
Business Email: <img alt="redacted" data-bbox="354 272 384 285"/> **insert**>

(b) The Consultant (**Contract Administrator**):

<img alt="redacted" data-bbox="294 335 324 348"/> **insert name and address**>

Attention: <img alt="redacted" data-bbox="294 369 324 382"/> **insert contact name**>  
<img alt="redacted" data-bbox="294 387 324 400"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 422 384 435"/> **insert**>  
Business Email: <img alt="redacted" data-bbox="354 440 384 453"/> **insert**>

## 16.7 Unenforceability

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.

## 16.8 Headings

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.

## 16.9 Singular, Plural and Gender

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.

## 16.10 Waiver

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.

## 16.11 Signature

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.

**16.12 Compliance with Communicable Disease Plan**

It is a material term of this Agreement that the Consultant, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City’s Communicable Disease plan and requirements, including with respect to Consultant’s personnel will perform a self-health assessment prior to beginning work each day on-site

**16.13 Enurement**

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 have executed this agreement on the day and year first 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)

**[ INSERT FULL LEGAL NAME OF CONSULTANT]**

**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)

**ATTACHMENT 1 – PRIVACY PROTECTION SCHEDULE**  
**(Included for reference purposes – will be attached to final agreement)**

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and \_\_\_\_\_ (the "Consultant") respecting Senior Business Integration Analyst Ref. No 1220-030-2022-026 (the "Agreement").

**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 Consultant as a result of the Agreement or any previous agreement between the Public Body and the Consultant 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 Consultant 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 Consultant may only collect or create personal information that is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant 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 Consultant must tell an individual from whom the Consultant 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 Consultant's collection of personal information.

### **Accuracy of personal information**

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

### **Requests for access to personal information**

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

### **Correction of personal information**

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

### **Protection of personal information**

12. The Consultant 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 Consultant 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 Consultant 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 Consultant may only use personal information if that use is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

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

16. Unless the Public Body otherwise directs in writing, the Consultant may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant must not disclose personal information outside Canada.

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

18. In addition to any obligation the Consultant 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 Consultant:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Consultant knows or has reason to suspect is for the purpose of responding to a 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 Consultant 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 Consultant may have to provide the notification contemplated by section 30.5 of the Act, if the Consultant knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Consultant 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 Consultant, enter on the Consultant's premises to inspect any personal information in the possession of the Consultant or any of the Consultant's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Consultant must permit, and provide reasonable assistance to, any such inspection.

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

21. The Consultant must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Consultant as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

22. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

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

23. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Consultant 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 Consultant, terminate the Agreement by giving written notice of such termination to the Consultant, upon any failure of the Consultant to comply with this Schedule in a material respect.

**Interpretation**

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 "Consultant" in this Schedule includes any subcontractor or agent retained by the Consultant to perform obligations under the Agreement and the Consultant must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Consultant 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 Consultant 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.

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

The foregoing Privacy Protection Schedule and terms and conditions contained herein are accepted and agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**<<INSERT LEGAL NAME OF CONSULTANT>>  
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: \_\_\_\_\_

**ATTACHMENT 2 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**  
(Included for reference purposes – will be attached to final agreement)

**WHEREAS:**

- A.** The City is engaging the Proponent in confidential discussions of a potential business relationship (the “**Initial Engagement**”) during which the Proponent will receive Confidential information (as hereinafter defined) to enable the parties to determine the feasibility and terms of a further retainer (the “**Service Contract**”) for the Proponent to assist the City with the planning and delivery of, and advice with respect to, medical evaluation services including but not limited to: media, public and stakeholder relations; social media/digital strategy; brand management; issue management and community engagement (the “**Purpose**”);
- B.** The City may disclose information to the Proponent during the Initial Engagement, which information must be maintained in strict confidence despite a decision by either party not to enter into a Service Contract;
- C.** During the Initial Engagement, the City intends for the Proponent to be present for confidential discussions and to receive information and written materials that will enable the Proponent and the City to determine the feasibility and terms of a subsequent Service Contract;
- D.** During the Initial Engagement and, if applicable, the Service Contract, the Proponent will have access to confidential information;

- E. The City wishes, and the Proponent has agreed, that the information to which the Proponent has access will be kept confidential by the Proponent both during and after the term of the Initial Engagement;
- F. The City wishes, and the Proponent has agreed, that should a Service Contract be entered into, that the information to which the Proponent has access will be kept confidential by the Proponent both during and after the term of the Service Contract; and
- G. The City and the Proponent anticipate that the information to be shared between them, if disclosed to the general public, could reasonably be expected to harm the conduct by the Provincial government of relations between itself and one or more B.C. municipal councils and harm the financial or economic interests of a public body.

**NOW THEREFORE** in consideration of the mutual agreements and covenants in this Agreement and for other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

## **1.0 Confidentiality**

1.1 In this Agreement “**Confidential Information**” includes:

- (a) all strategic, business, financial, operating, technical and other information and material, whether in written, oral, electronic, graphic or any other form obtained by the Proponent during the Initial Engagement and, if applicable, the Service Contract;
- (b) all database files, computer records, computer software, specifications, contracts, reports, knowledge, know-how and related information;
- (c) all information and discussions concerning the Initial Engagement, the Service Contract, or the Purpose, including without limitation the fact that the City has contacted the Proponent to discuss the Purpose and a potential Service Contract;
- (d) all information relating to law enforcement, as defined in the *Freedom of Information and Protection of Privacy Act* (the “**Act**”);
- (e) all personal information, as defined in the *Act*;
- (f) any research, reports, memoranda, notes, files or analyses, compilations, data studies or other documents prepared by the Proponent which contain or are based upon, in whole or in part, any of the information listed above,

which the Proponent receives, receives access to, conceives or develops, in whole or in part, directly or indirectly, in connection with the Purpose or the provision of services to the City, or through the use of any of the City's facilities or resources, but exempting any information which at the date of this Agreement the Proponent can prove was already within the public domain or which, subsequent to the date of this Agreement, through no act or failure to act on the part of the Proponent, enters the public domain (but only after it becomes part of the public domain).

1.2 The Proponent will not, directly or indirectly, in any manner whatsoever, use the Confidential Information, whether for commercial or non-commercial purposes, other than to:

- (a) discuss the feasibility and terms of a Service Contract with the City; and
- (b) if applicable, perform the services expressly or implicitly permitted by the terms of a Service Contract.

1.3 All Confidential Information is and shall continue to be the exclusive property of the City.

## **2.0 Non-Disclosure**

- 2.1 The Proponent acknowledges that the Confidential Information is a special, valuable and unique asset of the City and the Proponent agrees at all times during and after the period of the Initial Engagement and any Service Contract that it will hold all Confidential Information in trust for the City, except as permitted under Section 3.0, or for the Purpose and with the express prior written consent of the City.
- 2.2 The Proponent shall not copy the Confidential Information without the City's express prior written permission except as required to perform its duties under this Agreement. All copies, including partial copies, made by the Proponent must contain confidential or copyright notices in the same form that appears in the original of the Confidential Information or such notices as the City informs the Proponent of, from time to time.

## **3.0 Permitted Disclosures**

- 3.1 The Proponent shall be entitled to disclose Confidential Information if required by a court of competent jurisdiction or by any regulatory body, whether as a result of any application made by the Proponent or an investigation initiated by a regulatory body, or otherwise, provided that:
- (a) the Proponent shall take such steps as are reasonably necessary and available to maintain the confidentiality by the Court or regulatory body; and
  - (b) the Proponent shall provide the City with immediate written notice of any request for disclosure so that the City may seek a protective order or other appropriate remedy.

## **4.0 Safeguard and Return of Confidential Information**

- 4.1 The Proponent agrees to exercise the highest degree of care in safeguarding the Confidential Information against loss, theft, destruction or inadvertent disclosure. The Proponent shall limit disclosure of the Confidential Information to those of its employees, directors, officers, counsel or consultants who have a need to know for the purpose of the Initial Engagement or the Purpose and who are bound by an obligation of confidentiality similar to that set forth in this Agreement. The Proponent shall be responsible for any breach of this Agreement.
- 4.2 Upon completion of the Initial Engagement or at such other time as the City may request, the Proponent shall promptly return and deliver to the City all originals and copies of the Confidential Information, in whatever form the Proponent received, and destroy all extracts, analyses, notes or other documents in any form or medium, including computer files, prepared for the Initial Engagement or for the Purpose and that contain any portion of the Confidential Information, and shall certify such return and destruction in writing to the City.

## **5.0 Injunctive Relief**

- 5.1 The Proponent acknowledges that the disclosure of Confidential Information contrary to the provisions of this Agreement will give rise to irreparable injury to the City inadequately compensable in damages; thus, the City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

## **6.0 General Provisions**

- 6.1 The Proponent will not assign this Agreement without the prior written consent of the City. The City shall be entitled to assign this Agreement to any entity or authority involved in the Purpose without the consent of the Proponent and upon delivery of notice of such assignment to the Consultant, the City will have no further obligations hereunder.
- 6.2 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Proponent and the City.
- 6.3 This Agreement and all matters arising under it shall be governed by and construed in accordance with the applicable laws of British Columbia and of Canada.
- 6.4 This Agreement shall remain in full force and effect for as long as the Proponent, or any person to whom it has disclosed such Confidential Information under the terms of this Agreement, is in possession of any Confidential Information and the rights of City to enforce such obligations shall survive the expiration or termination of this Agreement. Despite the foregoing, if the parties enter a Service Contract which imposes obligations on the Proponent with respect to confidential information, then the confidentiality provisions of the Service Contract will supersede and replace the confidentiality obligations hereunder with respect to confidential information as defined in the Services Contract, and this Agreement will continue in effect for all other Confidential Information.
- 6.5 Each of the parties acknowledges that it has had the opportunity to obtain its own independent legal advice with respect to the terms of this Agreement prior to signing this Agreement and further acknowledges that it fully understands this Agreement.
- 6.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

The foregoing Confidentiality Agreement and terms and conditions contained herein are accepted and agreed to on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Insert Full Legal Name of Proponent**

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

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

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

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

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



***(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)***

**APPENDIX 1 – SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUBCONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title:** Senior Business Integration Analyst

**RFP Reference No.:** 1220-030-2022-026

**Legal Name of Proponent:** \_\_\_\_\_

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

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

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

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

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

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

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

Dear Sir:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Legal Name of Proponent)

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

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

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

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

**SCHEDULE C-1 - STATEMENT OF DEPARTURES**

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

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

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

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

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

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

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

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

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

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

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

- (i) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP. Provide resume, if available. (use the spaces provided and/or attach additional pages, if necessary):

Experience:

Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_

Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_

Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_

- (ii) Proponent's demonstrated ability to provide the Services;
- (iii) Proponent's references (name and telephone number) of individuals or entities who can verify the quality of work provided specific to the relevant experience of the Proponent. The City's preference is to have a minimum of three references;


**[END OF PAGE]**

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

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (vi) Work Sample: Provide one (1) sample business process model that the Proponent has written, and one (1) sample deliverable related to the implementation of a complex system; and
- (vii) Details of any assumptions made in your Proposal.

**[END OF PAGE]**

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

Period of Performance: [provide estimated commencement date mm/dd/yyyy to mm/dd/yyyy]

**SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

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

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

**Schedule of Rates:**

Item No.	Description	
	<b>Labour:</b>	<b>Hourly Rate</b>
	<b>Subtotal:</b>	
		<b>GST:</b>
	<b>TOTAL PROPOSAL PRICE :</b>	

SAMPLE

**Additional Expenses:**

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract 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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**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.