



## **REQUEST FOR PROPOSALS**

**Title:** Management of City Off-Street Parking Lots

**Reference No.:** 1220-030-2023-049

**(GOODS AND SERVICES)**

**(General Services)**

**Issue Date: October 31, 2023**

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## 1. INTRODUCTION

### 1.1 Purpose

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

### 1.2 Definitions

In this RFP the following definitions shall apply:

- (a) “**Agreement**” means a formal written agreement between the City and a Preferred Proponent(s) to undertake the Goods and Services, the preferred form of which is attached as Schedule B;
- (b) “**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- (c) “**City**” means the City of Surrey;
- (d) “**City Representative**” has the meaning set out in Section 2.5;
- (e) “**City Website**” means [www.surrey.ca](http://www.surrey.ca);
- (f) “**Closing Time**” has the meaning set out in Section 2.1;
- (g) “**Evaluation Team**” means the team appointed by the City;
- (h) “**Goods**” has the meaning set out in Schedule A
- (i) “**Information Meeting**” has the meaning set out in Section 2.2;
- (j) “**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for an Agreement;
- (k) “**Proponent**” means an entity that submits a Proposal;
- (l) “**Proposal**” means a proposal submitted in response to this RFP;
- (m) “**RFP**” means this Request for Proposals;
- (n) “**Services**” has the meaning set out in Schedule A;
- (o) “**Site**” means the place or places where the Services are to be performed; and
- (p) “**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: November 21, 2023**

**(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 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 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 receiving 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: 1220-030-2023-049

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 Agreement 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) (the “**BC Bid Website**”) and the City Website at [www.surrey.ca](http://www.surrey.ca) (the “**City Website**”) (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 Agreement Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Agreement 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 an Agreement 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 evaluate and may compare all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

**(a) Statement of Departures**

The Evaluation Team will consider the Proponent's response to Schedule C-1.

**(b) Experience, Reputation and Resources**

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

*Note: All Proponents should furnish satisfactory evidence as required in the Form of Proposal to demonstrate that they have the skills, abilities and experience to perform work that is identical or similar in scope and value and that they have sufficient trained and experienced personnel to complete the requirements of the Agreement to the satisfaction of the City. The City reserves the right to make the final decision, as it sees fit, as to whether or not the Proponents that respond to this RFP can satisfy this requirement.*

**(c) Technical**

The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4.

**(d) Financial**

The Evaluation Team will consider the Proponent's response to Schedule C-5.

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

## 4.3 Discrepancies in Proponent's Financial Proposal

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

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

#### **4.4 Litigation**

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

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

#### **4.5 Additional Information**

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

#### **4.6 Interviews**

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

#### **4.7 Multiple Preferred Proponents**

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 discussions with the City for one or more 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.



#### **4.8 Negotiation of Agreement and Award**

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

- (a) enter into an Agreement with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Agreement(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 Agreement, 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**

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 an Agreement, or to award any Agreement, 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 an Agreement, or other activity related to or arising out of this RFP.

### **5.3 No Agreement**

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

### **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 an Agreement 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.

**SCHEDULE A**  
**SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**PROJECT TITLE: Management of City Off-Street Parking Lots**

The City of Surrey (the “City”) is seeking Proposals from Proponents that can provide management of City off street parking lots as set out in this Schedule A and Schedule A-1 (the “Goods and Services”).

**1. SCOPE OF SERVICES**

**a) Permit System Administration**

- i. Integration with City Hall virtual/electronic public permit system for online sale of permits at multiple sites.
- ii. Integration with the City Hall employee electronic permit system for online sale/administration of employee permits at locations including Nature Centre and future locations to be determined.
- iii. Integration with Civic Hotel and Dominion restaurant electronic guest pass systems
- iv. Administration of waitlists in connection with i. -iii. above.
- v. Analysis and reporting to City regarding sales, waitlists, and occupancy trends.
- vi. Provide and support online electronic self-serve validation program for short-term users at City Centre Library, with potential for expansion to additional locations. The self-serve validation will be accompanied by an online reporting application, allowing access to current and historical validation records.
- vii. Provide offsite server application for permit system that complies with BC FOIPPA regulations.
- viii. Provide an online account portal allowing “self-serve” management of individual permit holder accounts, including the ability to add/change/delete associated vehicles and payment information. The online account portal will allow “City employee-only access” to employee permits for specific locations.

**b) Paystation Support**

- i. Report to designated City contractor any observed vandalism, graffiti and out-of-order situations occurring at paystations.
- ii. From time to time assist designated City contractor with trouble-shooting and/or repair of paystations.

**c) Report Generation/Analysis**

- i. Generate monthly reports from parking revenue control system, including permit utilization, space utilization, transaction summaries, and 13 month trailing trend analysis.

**d) Liaison with Designated Security Contractor**

- i. Collaborate with the City's designated security contractor in response to requests to reserve spaces for special events (including film production, university events, and City Hall overflow parking) on the various lots.
- ii. Advise Security Contractor of any situations requiring Security intervention.

**e) License Plate Recognition (LPR) Surveys**

- i. Utilizing an LPR system, monitor locations to measure parking occupancy levels, length of stay and other data/measurements as required by the City.
- ii. Survey location, frequency and length will be set by the City on an 'as needed' basis.
- iii. Analysis and report summarizing data collected during survey. The layout and format of the survey summary will be determined by the City, and may vary depending on the nature of the survey.
- iv. Analysis and reporting will be accompanied by raw LPR data.

**f) Enforcement**

- i. Utilizing an LPR and virtual credential-based enforcement system, monitor payment and time-restriction compliance and issue parking notices according to fine structure and standards set by the City. Enforcement system must integrate in real time with current/multiple mobile payment providers' payment reports.
- ii. Issue City enforcement/bylaw notices consistent with samples/rates in Schedule A-2.
- iii. Process payments for enforcement notices and remit 100% of payment to City within 30 days. Note: no holdbacks or offsets for patrol expenses or customer inquiry may be retained by Proponent.
- iv. Liaise with Bylaw Enforcement and City's licensed Towing Contractor for impound of vehicles as necessary.
- v. Report to City monthly on methodology and ongoing schedule modification utilized to ensure payment compliance (i.e., time and date of individual patrols, notices issued, trends in compliance/payment, etc.).
- vi. Provide online and by-phone dispute resolution and payment processes. Provide response to all disputes within 48 hours of receipt.
- vii. Patrol the lots 3 times per weekday and once per weekend day, using AutoVu vehicle-mounted LPR enforcement system or equivalent, to a minimum of 56 hours per month.
- viii. Patrol personnel to be uniformed and certified under provincial security guard training program.

Note that the enforcement process is intended to ensure a high level of payment compliance and adherence to posted time regulations, as opposed to constituting a revenue stream. The City may cancel any enforcement notices at its discretion.

**g) Revenue Collection/Processing**

- i. Collect and process revenue from pay stations and electronic permit program and remit funds to the City within 10 days of end of month, net of any credit card processing fees; and
- ii. Provide detailed accounting package along with monthly remittance, indicating daily transaction totals with reconciliation to coin processing records, credit card processor reports, and bank deposits.

**h) Public Interaction**

- i. Respond to public inquiries, complaints, and service requests, both in the field and via online and phone.
- ii. At all times ensure that the public are dealt with courteously and professionally and bearing in mind that the Contractor's personnel will be perceived as representatives of the City.
- iii. Uniform standards, language proficiency, vehicle cleanliness and appearance must be to the highest industry standards.

## SCHEDULE A-1 – MANAGEMENT OF CITY OFF-STREET PARKING LOTS REQUIREMENTS

### 1. REQUIREMENTS

To provide all labour, materials, plant and equipment and all other services necessary for the provision of the management of City off-street parking lots at the locations set out below:

1. Healthy Communities (aka Central City SkyTrain) – 10275 City Parkway [9 metered stalls];
2. Green Timbers (Lots 1, 2 & 3) – 9800 Green Timbers Way (at 140 Street) [25, 35, and 10 public permit stalls];
3. Surrey Nature Centre – 14225 Green Timbers Way [60 gravel lot stalls: 34 public permits; 26 park patron time limited & 19 paved lot visitor stalls, with web-based registration];
4. Surrey Eye Care Centre – 13450 104 Avenue (off-street parking adjacent to 13494 104 Avenue) [60 metered stalls];
5. Armtec Lot – 5353 192 Street [54 employee permit stalls];
6. Chuck Bailey Recreation Centre – 13458 107A Avenue [72 time limited stalls, 6 handicap];
7. Guildford Recreation Centre – 15105 105 Avenue [Upper parking 135 time limited & 21 handicap; lower parking 75-time limited stalls; parkade 98 time limited stalls];
8. City Centre West – 10262 133A Street & 13381/13387 102A Avenue [approx. 57 metered stalls]; and
9. Holland Park – 9987 King George Boulevard [39 metered stalls].

The City may add/remove/revise work sites to the Agreement with written notice to the Contractor.


### 2. SITES

Below is a list of City off-street parking lot Sites and at the required frequency of visits.

Site	Address	Frequency	
		Weekday	Weekend
City Centre West	10262 133A Street & 13381/13387 102A Avenue	3	1
Central City SkyTrain	10275 City Parkway	3	1
Holland Park	9987 King George Boulevard	3	1
Green Timbers (Lots 1, 2 & 3)	9800 Green Timbers Way (at 140 Street)	3	1
Surrey Nature Centre	14225 Green Timbers Way	3	1
Surrey Eye Care Centre	13450 104 Avenue	3	1
Armtec Lot	5353 192 Street	3	1
Chuck Bailey Recreation Centre	13458 107A Avenue	3	1
Guildford Recreation Centre	15105 105 Avenue	3	1

**SCHEDULE A-2 – CITY OF SURREY – PARKING VIOLATION NOTICE (SAMPLE)**

**PARKING VIOLATION NOTICE**




**VIOLATION #:**

Date Issued	Time
License Plate No.	Exp./ Yr.
Prov/State	Vehicle Make
Lot Code	Lot Location
Violation Description	

**\*\* PATROLLERS CANNOT CANCEL NOTICES \*\***

**Payment Discount:** Violation will be reduced by \$ if paid within 72 hours of time of issuance.



**EXPLANATION OF AMOUNT**

The amount on this notice is set to cover lost revenue as well as the costs of patrol and preliminary collection.

The legal authority to claim the amount noted on this violation and/or have your improperly parked vehicle towed arises under the law of contract.

**The amount noted on this violation is a debt owing and is claimed as an alternative to having your vehicle towed and held for any applicable towing and storage charges.**

**If this amount remains unpaid for more than thirty (30) days, we may TOW your vehicle from property managed by us and/or take collection action.**

We, \_\_\_\_\_, hereby notify you that you have parked on public property:

- Without a current /valid pass.
- without having registered as a visitor with the adjacent public facility.
- without having paid for parking per posted rates and regulations.
- with paid parking having expired or having otherwise improperly parked.

**HOW TO PAY?:**

1. Log into
- 2.

– OR –

Pay at Surrey City Hall Property & Payment Services on the ground floor.

**HOW TO DISPUTE?:**

1. Log into
- 2.
3. You will receive a response within 72 hours.

Issued on behalf of  
City of Surrey by



**SCHEDULE B – DRAFT AGREEMENT – GOODS AND SERVICES**



**AGREEMENT**

**between**

**CITY OF SURREY**

**and**

**<<insert name of Contractor>>**

**for**

**MANAGEMENT OF CITY OFF-STREET PARKING LOTS**

**Reference No.: 1220-030-2023-049**

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**Title: Management of City Off-Street Parking Lots**

**THIS AGREEMENT** is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**AGREEMENT No.: 1220-030-2023-049**

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, British Columbia  
V3T 1V8

(the “**City**”)

**AND:**

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Contractor)*

(the “**Contractor**”)

**WHEREAS:**

- A.** Pursuant to the City’s 2023 Request for Proposals #1220-030-2023-049 (the “**RFP**”) the City invited proposals from proponents for the provision of Goods and performance of Services in connection with management of City off street parking lots, and other related services.
- B.** The Contractor, in response to such RFP, has submitted to the City, in the manner and at the time specified, a proposal in accordance with the terms and conditions specified in the RFP.
- C.** After evaluating the proposals, the City has selected the Contractor to provide the Goods and perform the Services as generally set out in Appendices 1, 1-A, & 1-B the Contractor has agreed to same.
- D.** The City and the Contractor now wish to enter into this Agreement to set forth the rights and obligations of each of them.

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

## 1. INTERPRETATION

### 1.1 Definitions

In this agreement the following definitions apply:

- (a) **“Agreement”** means this agreement, including all attached schedules;
- (b) **“Dispute”** has the meaning set out in section 14.1;
- (c) **“Fees”** has the meaning set out in section 5.1;
- (d) **“Goods”** has the meaning set out in section 2.1;
- (e) **“Indemnitees”** has the meaning set out in section 7.1;
- (f) **“Invoice”** has the meaning set out in section 5.2(a)
- (g) **“Services”** has the meaning set out in section 2.1;
- (h) **“Term”** has the meaning set out in section 2.5; and
- (i) **“Time Schedule”** has the meaning set out in section 2.6.

### 1.2 Appendices

The following attached Appendices are a part of this Agreement:

- (a) Appendix 1 – Scope of Services;
- (b) Appendix 1-A – Management of City Off-Street Parking Lots Requirements;
- (c) Appendix 1-B – City of Surrey, Parking Violation Notice (Sample);
- (d) Appendix 2 – Fees and Payment;
- (e) Appendix 3 – Time Schedule;
- (f) Appendix 4 – Personnel and Sub-Contractors;
- (g) Appendix 5 – Additional Services;
- (h) Appendix 6 – Non-Disclosure and Confidentiality Agreement;
- (i) Appendix 7 – Privacy Protection Schedule;
- (j) Appendix 8 – Prime Contractor Designation – Letter of Understanding; and
- (k) Appendix 9 – Contractor Health & Safety Expectations – Responsibility of Contractor(s)

## 2. GOODS AND SERVICES

### 2.1 Goods and Services

The Contractor will provide the Goods and perform the Services required under this Agreement, including as described in Appendices 1, 1-A and 1-B, including anything and everything required to be done for the fulfillment and completion of this Agreement (the **“Goods and Services”**).

## 2.2 Amendment of Goods and Services

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

## 2.3 Additional Goods and Services

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be requested by the Department Representative. The terms of this Agreement will apply to any additional goods and services, and the fees for additional goods and services, and the time for the Contractor's performance, will correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional goods and services in excess of the scope of services requested in writing by the City.

## 2.4 Standard of Care

The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

## 2.5 Term

2.5.1 The Contractor covenants and agrees to provide the Goods and perform the Services throughout the Term unless terminated as provided herein.

2.5.2 The first period of time during the Initial Term will begin on December 1, 2023, and terminate on November 30, 2026 (the "**Initial Term**").

2.5.3 The City shall have the option of renewing this Agreement for a further period of one (1) year (the "**First Renewal Term**") by giving notice in writing to the Contractor at any time prior to one hundred and eighty (180) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the First Renewal Term, including the pricing.

2.5.4 The City shall have the option of renewing this Agreement for a further period of one (1) year (the "**Second Renewal Term**") by giving notice in writing to the Contractor at any time prior to one hundred and eighty (180) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the Second Renewal Term, including the pricing.

2.5.5 There are no further renewals at the end of the Second Renewal Term.

2.5.6 With respect to the renewals contemplated in Sections 2.5.3, and 2.5.4, the Contractor shall provide the City with written notice of the approaching renewal deadline no earlier

than two hundred and ten (210) days before the end of the then-current Term. If the Contractor fails to provide the City with notice in accordance with this Section, the City may new this Agreement by giving notice at any time during the one hundred and eighty (180) days immediately before the end of the then-current term.

## **2.6 Time**

The Contractor acknowledges that time is of the essence with respect to the provision of the Goods and performance of the Services and accordingly the Contractor will provide Goods and 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 Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## **2.7 Warranty of Goods**

The Contractor warrants that the Goods supplied by the Contractor shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third-party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased.

The Contractor shall assign to the City any warranty or service guarantee offered by a third-party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e., motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.



### **3. PERSONNEL**

#### **3.1 Qualified Personnel**

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

#### **3.2 Listed Personnel and Sub-Contractors**

The Contractor will provide the Goods and Services using the professional personnel and sub-contractors as may be listed in Appendix 4 and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

#### **3.3 Replacement of Personnel or Sub-Contractors**

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

#### **3.4 Sub-Contractors and Assignment**

Except as provided for in section 3.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

#### **3.5 Agreements with Sub-Contractors**

The Contractor 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 Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

### **4. LIMITED AUTHORITY**

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

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

## 4.2 Independent Contractor

The Contractor 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 Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## 5. FEES AND PAYMENT

### 5.1 Fees

The City will pay to the Contractor the fees as set out in Appendix 2 (the “Fees”). The unit prices and the lump sum prices for Goods and Services listed Appendix 2 of this Agreement shall be full compensation for the supply and installation of the Goods and Services including, without limitation, storage, delivery, labour, traffic control, overhead costs and profit (excluding applicable taxes). For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

Fees and GST will not exceed the amount of <<insert contract price in numbers>> without the prior written approval of the City.

### 5.2 Consumer Price Index Adjustment

Consumer Price Index adjustment shall not be allowed for the first twelve (12) months and thereafter the prices shall be subject to increase during the Term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada (“CPI”) or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of each Calendar Year. The parties agree to execute an annual amendment to this Agreement which reflects the CPI increase and any changes to estimated quantities as set out in Appendix 2

### 5.3 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit a monthly invoice (each an “**Invoice**”) to the City requesting payment of the portion of the Fees relating to the Services provided in the previous month. 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 Contractor's name, address and telephone number;
  - (3) the City's Purchase Order # (to be advised)
  - (4) a detailed description of the Goods/Services and dates;
  - (5) less applicable discounts (if any);
  - (6) taxes, if any;
  - (7) grand total of the Invoice;
- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (c) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its Final Report to the City;
- (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice; and
- (e) all Invoices shall be stated in, and all payments made in Canadian dollars.

#### **5.4 Records**

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

#### **5.5 Goods Purchased by City**

The City has the right to purchase Goods required for the performance of this Agreement directly from manufacturers and suppliers, and to supply the same to the Contractor. The Contractor shall be obligated to use such Goods, as directed by the City, for the Services covered under this Agreement.

Goods supplied by the City shall be examined by the Contractor for quality and defects. The Contractor shall sign a statement of Goods acceptance, specifically listing Goods and quantities thereof and noting all defective material.

#### **5.6 Goods Purchased by Contractor**

The Contractor shall supply all Goods required to perform the Services as directed by the City, on a cost-plus basis in accordance with Schedule B.

## **5.7 Personnel Hourly Rates**

The personnel hourly rates in Appendix 2 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

## **5.8 Equipment Hourly Rates**

The equipment hourly rates in Appendix 2 shall include all overhead, profit and shall include operators, fuel, repairs, moving charges, etc. Time required for transportation of equipment to and from work sites within Surrey will be payable at the appropriate equipment hourly rates. Payment for time required to transport equipment into and out of the City's jurisdictional boundaries will not be payable.

## **5.9 Incidental Goods Supply**

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid for separately by the City.

## **5.10 Non-Residents**

If the Contractor 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 Contractor; or
- (b) the amount required under applicable tax legislation.

## **5.11 Change Order**

The City may at any time propose changes to the Contractor's scope by altering, adding to or deducting from the Contractor's scope, including by altering, adding to or deducting from the specifications, as the City in its sole discretion considers necessary to accomplish the general purposes of the Agreement, by issuing written notice to the Contractor of the proposed change.

The Contractor may request changes to the specifications by submitting to the City written notice of the requested change referencing the specific section(s) and page number(s) of the Specifications affected by the requested change and supporting documentation acceptable to the City with respect to the requested change.

The Contractor shall, within a reasonable time of receiving notice of a proposed change, or at the time that it requests a change, present in a form acceptable to the City, the price for the change, based on the Fees set out in Appendix 2 (whether a net increase, or net decrease), if any.

If the City and the Contractor agree to any price adjustments, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a written change order ("**Change Order**"), signed by the City and the Contractor.

The Contractor shall furnish the Goods and Services or deliverables in the Change Order in accordance with the requirements of the Agreement and any written provisions, specifications, or special instructions issued by the City with respect to the Change Order.

The Contractor shall not make any changes to the Specifications without a Change Order. The City may refuse to accept all or a part of the Goods if changes are made by the Contractor without a Change Order. The City will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

## **6. CITY RESPONSIBILITIES**

### **6.1 City Information**

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, reports and records which the City has in its possession that relate to the delivery of the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor'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 Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

### **6.3 Notice of Defect**

If the City observes or otherwise becomes aware of any fault or defect in the delivery of the Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of the Services.

## **7. INSURANCE AND DAMAGES**

### **7.1 Indemnity**

The Contractor 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 Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

## **7.2 Survival of Indemnity**

The indemnity described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

## **7.3 Contractor's Insurance Policies**

The Contractor 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 five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, 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 contractors 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 Contractor 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 Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services,

including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor'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 Contractor Responsibilities**

The Contractor 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 Contractor acknowledges and agrees that the Contractor 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 Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

## **7.6 Additional Insurance**

The Contractor shall place and maintain, or cause any of its sub-contractors 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 Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

## **8. TERMINATION**

### **8.1 By the City**

The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor 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 Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and 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 Contractor 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 Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor 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 Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

If the City terminates this Agreement as provided by this Section, then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

### **8.3 Curing Defaults**

If the Contractor 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 Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. 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 Contractor.

## **9. APPLICABLE LAWS, POLICIES, 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 Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.

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



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

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

## **9.3 Interpretation of Codes**

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Goods and Services. If an authority having jurisdiction imposes an interpretation which the Contractor 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.

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

## **10.1 No Disclosure**

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and 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 Goods and Services.

***Refer to Appendix 6 – Non-Disclosure and Confidentiality Agreement for additional information.***

The Non-Disclosure and Confidentiality Agreement, attached as Appendix 6 to this Agreement, forms a part of and is incorporated into this Agreement.

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

The Contractor 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 Appendix 7 - Privacy Protection Schedule for additional information.***

The Privacy Protection Schedule, attached as Appendix 7 to this Agreement, forms a part of and is incorporated into this Agreement.

## **10.3 Return of Property**

The Contractor 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 Contractor 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 Contractor.

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

- 12.1 The Contractor 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 the supply of the Goods and Services. The Contractor 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 Contractor. 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 Goods and Services have been paid in full.
- 12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor 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 Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*. The Contractor 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 Contractor 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 Appendix 4 of this Agreement, and the Contractor 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 Contractor in this Agreement, the Contractor 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 Contractor 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 Contractor, 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 Contractor or otherwise, any deficiency or immediate hazard.
- 12.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

***Refer to Appendix 8 – Prime Contractor Designation – Letter of Understanding for additional information.***

The Prime Contractor Designation – Letter of Understanding, attached as Appendix 8 to this Agreement, forms a part of and is incorporated into this Agreement.

***Refer to Appendix 9 – Contractor Health & Safety Expectations – Responsibility of Contractor(s) for additional information.***

The Contractor Health & Safety Expectations – Responsibility of Contractor(s), attached as Appendix 9 to this Agreement, forms a part of and is incorporated into this Agreement.

### **13. BUSINESS LICENSE**

The Contractor 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 Contractor 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 Contractor 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 Goods and 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 Goods and Services.

## **16.2 Amendment**

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

## **16.3 Contractor Terms Rejected**

In the event that the Contractor 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 Contractor's obligations to perform the Goods and 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 Representatives**

The parties will appoint a representative to represent them as follows:

- (a) the Contractor shall appoint a representative ("Contractor Representative") who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Contractor's Representative,
- (b) the City shall appoint a representative ("Department Representative") who shall have the duty of instituting and maintaining liaison with the Contractor's Representative as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Department Representative; and
- (c) each party's representative shall have the full power and authority to act on behalf of and to bind such party in all matters relating to this Agreement and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor's Representative and the City's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

## 16.7 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  
<insert department/division/section name>  
13450 – 104 Avenue  
Surrey, British Columbia  
V3T 1V8

Attention: <insert contact name>  
<insert title>

Business Fax No.: <insert>  
Business Email: <insert>

### (b) The Contractor:

<insert name and address>

Attention: <insert contact name>  
<insert title>

Business Fax No.: <insert>  
Business Email: <insert>

## 16.8 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.

## 16.9 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.

### **16.10 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.

### **16.11 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.

### **16.12 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.

### **16.13 Force Majeure**

Each party will be excused from performance under this Agreement for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Agreement in whole or in part, by any Force Majeure Event. The affected party may invoke this section by promptly notifying the other party in writing of the nature and estimated duration of the suspension of the party's performance. In such event, the affected party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a party is not required by this section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder).

For the purposes of this Agreement, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that (i) the nonperforming party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the party claiming force majeure.

**16.14 Enurement**

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

**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)

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

**[INSERT NAME OF CONTRACTOR]**

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

\_\_\_\_\_  
(Legal Name of Contractor)

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

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

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

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



***(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 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

*[The successful Contractor will be required to sign the City's Non-Disclosure and Confidentiality Agreement prior to participating in the Goods and Services.]*

**APPENDIX 6 - NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

**PROJECT TITLE: Management of City Off-Street Parking Lots**

**Reference No.: 1220-030-2023-049**

**BETWEEN:**

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

(the "**City**")

**OF THE FIRST PART**

**AND:**

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

*(Insert Full Legal Name and Business Address)*

(the "**Contractor**")

**OF THE SECOND PART**

**WHEREAS:**

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

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

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

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

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

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

[The successful Contractor will be required to sign the City's Privacy Protection Schedule prior to participating in the Goods and Services.]

## APPENDIX 7 – PRIVACY PROTECTION SCHEDULE

### Definitions

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

## **Purpose**

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

## **Acknowledgements**

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

## **Collection of Personal Information**

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

- (c) the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

### **Privacy Training**

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

### **Accuracy of Personal Information**

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

### **Requests for Access to Information**

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

### **Correction of Personal Information**

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



## **Protection of Personal Information**

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

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

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

## **Retention of Personal Information**

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

## **Use of Personal Information**

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

## **Metadata**

22. Where the Contractor has or generates metadata as a result of services provided to the

City, where that metadata is personal information, the Contractor will:

- (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
- (b) remove or destroy individual identifiers, if practicable.

### **Disclosure of Personal Information**

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

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

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

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

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

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

### **Notice of Unauthorized Disclosure**

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

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

### **Inspection of Personal Information**

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

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

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

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

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

### **Termination of Agreement**

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

### **Interpretation**

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

- 35. Any reference to “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
- 36. This Schedule will supersede and replace any Privacy Protection Schedule attached to any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement.
- 37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 38. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 39. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
- 40. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

This Privacy Protection Schedule is accepted and agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

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

\_\_\_\_\_  
(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: \_\_\_\_\_

**- END OF PAGE -**



Name of Person Responsible for Coordinating Health & Safety Activities: \_\_\_\_\_

Phone: \_\_\_\_\_

Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

*[The successful Contractor will be required to sign the City's Contractor Health & Safety Expectations prior to participating in the Goods and Services.]*

## **APPENDIX 9**

### **CONTRACTOR HEALTH & SAFETY EXPECTATIONS** **RESPONSIBILITY OF CONTRACTOR(S)**

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

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

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

#### **PERSONNEL**

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

#### **SAFETY MANAGEMENT SYSTEM**

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.

8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

### **WORK AREAS – City Facilities**

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

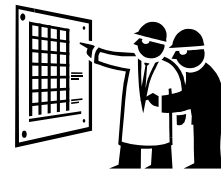
All activities that create a hazard (i.e., work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

### **SAFETY ATTITUDE**

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

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



### **All Employees & Contractors:**

It is everyone responsibility to:

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

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



## GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e., Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g., WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.

**A common sense approach usually resolves the issue.**

14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):

- a) Aisles are to be kept clear at all times.
- b) Individual work areas are to be kept clean and tidy.
- c) All materials, tools, products and equipment are to be kept in their designated areas.
- d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
- e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

15. **Fire Prevention:**

- a) Become familiar with Surroundings and emergency exit.
- b) Ensure aisles and exits are not blocked at any time.
- c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):

- a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
  - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
  - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
  - d) The Operator must check all safety devices on equipment before operation.
  - e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
  - f) Radio/Walkman/I-pod Headphones are not allowed to be worn during regular work operations.
  - g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
  - h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times and be operated only by persons with a valid driver's license and/or proper training and qualifications.
  - i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

<b>Issued By:</b>	<b>Occupational Health &amp; Safety Section - Contractor Coordination Program</b>
<b>Date:</b>	<b>Revised: January 14, 2015    Original: August 15, 2014</b>
<b>Distributed:</b>	<b>Via Email &amp; Posted on Intranet: January 16, 2015: <u>August 15, 2014</u></b>

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

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_ (Please Print)

**Date:** \_\_\_\_\_

**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title:** Management of City Off-Street Parking Lots

**RFP Reference No.:** 1220-030-2023-049

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

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

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

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

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

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

TO:

City Representative: Sunny Kaila, Manager, Procurement Services

Email for PDF Files: [purchasing@surrey.ca](mailto: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 Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP.
- 2.0** **I/We confirm** having full knowledge that the City reserves the right to divide up the Goods and Services by type of work, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more agreements to perform a portion or portions of the Goods and Services.
- 3.0** **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.
- 4.0** **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

**5.0** I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Goods and 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 by 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 Agreement attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
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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 [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal business license Number: \_\_\_\_\_;
- (e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is \_\_\_\_\_; and
- (f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

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

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
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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>
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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 Agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Goods and Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased);
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

**Key Personnel**

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

Experience:

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

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

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



**Sub-Contractors**

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

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

**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 for Goods and Services;
- (ii) each Proponent should provide a description of the general approach and methodology that the Proponent would take in providing the Goods and Services including specifications and requirements as outlined in the RFP;
- (iii) a narrative that illustrates how the Proponent will provide the Goods and perform 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 Goods and 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) Equipment: Please identify the type of equipment and a brief description of the equipment to be used to perform the Services within this RFP:

<b>Type of Equipment</b>	<b>Description of Usage</b>

- (vii) a description of the standards to be met by the Proponent in providing the Goods and Services; and
- (viii) describe your capability and capacity in providing emergency service during normal business hours and/or non-business hours;



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

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

**1. FEES**

**Table 1 – Schedule of Quantities and Prices:**

To provide all labour, materials, plant and equipment and all other services necessary for the provision of the management of City off-street parking lots as stated in this RFP.

Site	Address	Frequency		Monthly Rate \$	Estimated Annual Amount (Monthly Rate x 12)
		Weekday	Weekend		
City Centre West	10262 133A Street & 13381/13387 102A Avenue	3	1		
Central City SkyTrain	10275 City Parkway	3	1		
Holland Park	9987 King George Boulevard	3	1		
Green Timbers (Lots 1, 2 & 3)	9800 Green Timbers Way (at 140 Street)	3	1		
Surrey Nature Centre	14225 Green Timbers Way	3	1		
Surrey Eye Care Centre	13450 104 Avenue	3	1		
Armtec Lot	5353 192 Street	3	1		
Chuck Bailey Recreation Centre	13458 107A Avenue	3	1		
Guildford Recreation Centre	15105 105 Avenue	3	1		
				Subtotal:	
				GST (5%):	
<b>CURRENCY: Canadian</b>				<b>Estimated Total Annual Proposal Price:</b>	
Note #1: Overheads, General Conditions and Profit are to be included in the above amounts.					
Note #2: B.C. Provincial Sales Tax is included where applicable.					

**Table 2 – Schedule of Labour Rates:**

Labour Category (Example)	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Superintendent	\$	\$
.2 Foreman	\$	\$
3. Skilled Labourer	\$	\$

**Table 3 – Schedule of Equipment Rates:**

No.	Equipment Description	Hourly Rate
		\$
		\$

**Table 4: Cost Plus Markup for Payment for Goods:**

If the need arises for the purchase of Goods by the Contractor, for the purpose of repairs, replacement or modification of any of the components of the City paystation equipment and the City approves the Contractor to complete these repairs, replacement or modifications, the Contractor will invoice the City for the cost of the Goods plus the markup percentage provided below. The Contractor must include the invoice for any Goods invoiced to the Contractor.

The Contractor shall invoice for the actual costs incurred by the Contractor for Goods supplied in the performance of the applicable item of work (which includes all freight and express charges, and all other costs incurred by the Contractor to supply the Goods delivered and used to perform the applicable item of work, at the Site, including all taxes) or the market price for the Goods purchased by the Contractor as evidenced by 3 quotes.

The costs for Goods shall not include pricing for Goods incurred by the Contractor in connection with or under subcontracts.

<p>Contractor should state the markup, as a percentage, on Goods purchased from outside sources:</p> <p>i) under \$ _____</p> <p>ii) over \$ _____</p> <p>Note: Copies of invoices to be included with Contractor's invoice.</p>	<p>_____ % markup</p> <p>_____ % markup</p>
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**2. 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.