



## **REQUEST FOR PROPOSALS**

**Title: MEDICAL SERVICES – SURREY RCMP CELL BLOCK**

**Reference No.: 1220-030-2014-031**

**FOR PROFESSIONAL SERVICES**

(General Services)

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

The City of Surrey wishes to invite proposals from experienced medical service provider (or service providers) for the provision of medical services ("**Services**") for the Surrey Royal Canadian Mounted Police (RCMP) Cell Block as described in Schedule A.

The successful Proponent and all personnel including full time, part time and temporary staff working under this contract will be required to obtain a RCMP reliable security clearance (refer to Schedule A, Section 6 – Security Clearance and Related Provisions Requirements). The cost of which is the responsibility of the Contractor.

#### 1.2 Definitions

In this RFP the following definitions shall apply:

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

"**City**" means the City of Surrey;

"**City Representative**" has the meaning set out in section 2.5;

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

"**Closing Time**" has the meaning set out in section 2.1;

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

"**Evaluation Team**" means the team appointed by the City;

"**Information Meeting**" has the meaning set out in section 2.2;

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

"**Proponent**" means an entity that submits a Proposal;

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

"**RFP**" means this Request for Proposals;

"**Services**" has the meaning set out in Schedule A;

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

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

### 1.3 Procurement Schedule

The following table outlines the estimated schedule of the major activities associated with the City's procurement process for this project. The City, at its sole discretion, may modify this schedule as it deems appropriate. The timing and sequence of events may vary.

| No. | Description   | Date  |
|-----|---|---|
| 1   | Issuance of the RFP                                       | November 10, 2014   |
| 2   | RFP Closing Time for Submission of Proposals              | November 24, 2014   |
| 3   | Information Meeting                                       | November 18, 2014   |
| 4   | Evaluation of Proposals.)                                 | November 26 – December 4, 2014  |
| 5   | Interviews and Clarifications from Shortlisted Proponents | To be determined by invitation to any Proponent as may be required by the City. |
| 6   | Selection of Preferred Proponent                          | December 2014, or as may otherwise be required by the City.                     |

## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Closing Time and Address for Proposal Delivery

A Proposal should be labelled with the Proponent's name, RFP title and number. A Proposal should be submitted in the form attached to this RFP as Schedule C – Form of Proposal.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

#### (a) Email

If the Proponent chooses to submit by email, the Proponent must submit the Proposal electronically in a single pdf file to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

#### On or before the following date and time

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

**Date: November 24, 2014**

**(the "Closing Time").**

PDF emailed Proposals are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal on time.

#### (b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one original unbound Proposal and two (2) copies (three (3) in total) which must be delivered to the City at the office of:

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

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

**on or before the Closing Time.**

## **2.2 Information Meeting**

An information meeting will 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 Proponent, 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 been scheduled as follows:

When: **Tuesday, November 18, 2014**

Where: Surrey RCMP Main Detachment  
14355 – 57 Avenue, Surrey, BC, Canada V3X 1A9

Time: 10:00 am – 12:00 pm

## **2.3 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

## **2.4 Amendments to Proposals**

Proposals may be revised by written amendment, delivered in a sealed envelope to the location set out in section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3.

## **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: Richard D. Oppelt, Purchasing Manager  
E-mail: purchasing@surrey.ca  
Reference: 1220-030-2014-031

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

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

## **2.6 Addenda**

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the “**BC Bid Website**”) and the City Website at [www.surrey.ca](http://www.surrey.ca) (the “**City Website**”) that will form part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website 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, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## **2.7 Examination of Contract Documents and Site**

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

## **2.8 Opening of Proposals**

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

## **2.9 Status Inquiries**

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

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

## **3.1 Package (Hard Copy)**

If the Proponent chooses NOT to submit by email, the Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City's policy and the City environmental practices.

Please double-side your Proposal.

### **3.2 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.

### **3.3 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 the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine 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) Experience, Reputation and Resources**

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

**(b) Technical**

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

**(c) Financial**

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

**(d) Statement of Departures**

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

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the 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;
- (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 contractors 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 Contract 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 Negotiation of Contract and Award**

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

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

Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## **5. GENERAL CONDITIONS**

### **5.1 No City Obligation**

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

### **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 contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### **5.3 No Contract**

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

### **5.4 Conflict of Interest**

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

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

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

### **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.

## **SCHEDULE A**

### **SPECIFICATIONS OF SERVICES**

#### **1. GENERAL**

- 1.1 The objective of this RFP is for the City to enter into an agreement with an experienced and qualified medical service provider that can effectively and efficiently provide on-site professional medical services at the Surrey RCMP Cell Block (the "Cell Block") located at 14355 – 57 Avenue Surrey, BC V3X 1A9. The Services include expertise in general nursing services, coordination of services, medication services, and administrative functions for patient care, including working with individuals with addiction and mental health issues.
- 1.2 The City is seeking to develop a successful relationship with a medical service provider that is committed to working in partnership with the Surrey RCMP. The Contractor will provide the highest possible level of customer service and in-patient care to the newly arrested and existing prisoners at the Cell Block.
- 1.3 The Contractor must operate the clinic at the Cell Block in the most cost effective and efficient manner possible with complete reporting and accountability to the Department Representative. This includes an open and effective relationship with the Cell Block staff and following the security guidelines, policies and procedures set forth by the Cell Block. The Contractor's staffs are also required to perform their duties in such a manner as to respect the rights of the prisoners and provide care in an efficient and humane manner.
- 1.4 The Services at the Cell Block are required twenty four (24) hours a day, seven (7) days a week, and three hundred sixty five (365) days a year.
- 1.3 Every individual retained by the Contractor performing and providing the Services at the RCMP Cell Block must have successfully completed a RCMP reliable security clearance and related provisions requirements specified on Section 6.
- 1.4 The Contractor shall furnish everything needed to perform all of the requirements of the Contract including without limitation any and all associated materials, medical equipment and supplies required, all labour, transportation and services to faithfully perform and provide the Services at the Cell Block as required for and to the satisfaction of the City, under the direction and supervision of the Department Representative, or designate.
- 1.5 It is intended that any contract resulting from this RFP will be for an initial period of three (3) years with the option to renew for additional two (2) one-year periods. The decision to renew is at the sole discretion of the City.
- 1.6 The City reserves the right to delete part of the Services and to add to the Services after proper notification to the Contractor and after the addition or deduction in cost has been agreed upon.

#### **2. BACKGROUND**

RCMP had approximately 6000 prisoners brought into the Cell Block. Approximately 12% of the prisoners are transported to a hospital for medical attention.

### **3. REQUIREMENTS**

The Contractor will provide on-site professional medical services for the Cell Block where the scope of the services is to include, but not limited to, the following responsibilities: All these responsibilities must be performed in accordance with current RCMP medical and emergency procedures.

#### **3.1 General Nursing Services**

- a) Intake screening, consisting of basic health assessments of all newly arrested prisoners upon arrival at the Cell Block:
  - examinations, diagnostics and medical treatment as appropriate and within the scope of practice authorized for RN in British Columbia;
  - coordination of visits of specialists; and
  - emergency first aid.
- b) In-patient type care that include but not limited to:
  - treatment of minor injuries;
  - dressing changes;
  - medication administration;
  - routine rousibility of high risk prisoners; and
  - monitoring vital signs.

#### **3.2 Coordination of Services**

- a) collection or arrangements for collection of specimen (blood, sputum, urine) and submission to appropriate laboratories for analyses;
- b) coordination of arrangements for testing and filing of the results;
- c) arranging appointments for radiology services; and
- d) making appointments.

#### **3.3 Medication Services**

- a) acting as local liaison with the Pharmacy
- b) administering medications when on duty;
- c) filing requisitions for non-prescription items;
- d) ordering and maintaining contingency medication supplies, as appropriate;
- e) ensuring that medication is kept in a secure place within the Cell Block according to the requirements of the College of Pharmacists of British Columbia; and
- f) maintaining a medication record and narcotics log.

#### **3.4 Administrative Functions**

- a) creating, maintaining and updating health records as appropriate, entering notes on the health record;
- b) keeping medications record and narcotics log as appropriate;
- c) filing test results and other health related information on prisoner health care records;
- d) completing test results and other health related information on prisoner health care records;
- e) coordinating the scheduling of professional and specialist visits and health care appointments;
- f) doing document checks in the health record; and
- g) ordering and maintaining adequate medical supplies.

#### **3.5 Other services**

- a) participating as appropriate in special programs (i.e. sex abuse treatment program, education on birth control, venereal diseases, nutrition, personal hygiene); and
- b) Instructing security staff on procedures for the administration and logging of medications according to the standards established by Corrections Health Services.

#### **4. MEDICAL STATION AND SUPPLIES**

- 4.1 The City will designate an area or room at the Cell Block for use as a medical station (the "Clinic").
- 4.2 The Contractor will have the right to occupy, control and use the Clinic in providing the Services, subject only to the overriding right of the RCMP to have access, at all time for:
  - (a) Security and emergency purposes;
  - (b) Inspections and assessment as to the quality of the performance for the Services; and
  - (c) Such reasonable rights of service, use and access as may be granted by the RCMP to other persons for other health services not provided by the Contractor under this agreement insofar as they do not unreasonably interfere with the Contractor's ability to provide the Services as required hereunder.
- 4.3 The Contractor will provide all labour, materials, medical equipment and supplies necessary in the performance of the Services. The Contractor warrants and represents that the quality and quantity of supplies on hand during the term of the Contract will be sufficient to enable the Contractor to perform medical services as required.
- 4.4 The City, at its cost, will provide the following for the Clinic:
  - (a) Heat, power, water and telephone;
  - (b) Structural maintenance and janitorial services; and
  - (c) Office furniture needed within the Cell Block in connection with the Services, as mutually determined by the City of Surrey and Contractor.
- 4.5 The Contractor will be responsible to maintain the Clinic, the furniture supplied therewith in reasonable good condition and will deliver the same to the Cell Block at the expiry or sooner termination of this agreement in good working order and repair.

#### **5. CONTRACTOR'S RESPONSIBILITIES**

The Contractor must:

- a) ensure that all staff providing the Services are competent, duly qualified, certified/or licensed practitioners or professionals with adequate training;
- b) provide Services fit for purpose and carried out in accordance with the general performance requirements of the Contract, with all due care and skill and in accordance with appropriate standards, principles and practices;
- c) carry out their duties in performing the Services and will conduct themselves at all times at the Cell Block in accordance with the rules, policies, procedures, requirements and directions that the RCMP Cell Block and/or security personnel;

- d) provide for and require its staff to wear at all times, neat, clean and sanitary uniforms and Contractor furnished employee identification badges. Each badge must include, as a minimum, the company name, employee name and photograph. The badges must be worn on the outside of clothing in the chest area. All clothing and name badge maintenance and replacements will be the sole responsibility of the Contractor;
- e) obtain all necessary licenses and permits that are required;
- f) from time to time provide the Department Representative, or designate with the full names and addresses of the approved qualified staff with current certifications. Copies of the applicable certifications (example: certified Paramedic, B.C. Registered Nurse, LPN, Occupational First Aid Level 3, etc., as applicable) must be provided prior to the initiation of the Contract. The City may, at any time or from time to time and for any reason whatsoever, notify the Contractor that it will no longer accept services performed by any one or more of its' personnel. The City shall have no obligation to disclose to the Contractor the reasons for any such notice. In the event of such notification, the Contractor shall promptly remove such personnel from the City premises and take immediate steps to ensure that its performance under this Contract will not be reduced; and
- g) employ a sufficient number of properly qualified, trained and certified medical staff for the performance of the Services. Failure or delay in the performance of the Services due to the Contractor's inability to obtain qualified, trained and certified staff of the number and skill constitute a default of the Contract. The Contractor shall also provide sufficient back-up in times of staff shortages due to vacations, illness, and inclement weather. Compensation for the replacement is the responsibility of the Contractor. When this occurs, the Department Representative shall be immediately notified via email and the replacement must attend the Cell Block safety training prior to working at the Cell Block.
- h) The Contractor shall attend and have direct input in any staff meetings which the City designates for Contractor attendance.

**6. SECURITY CLEARANCE AND RELATED PROVISIONS REQUIREMENTS  
Royal Canadian Mounted Police (R.C.M.P.) Buildings Only**

- 6.1 Contractor and all staff including full time, part time and temporary staff, who work in RCMP sites are required to obtain an RCMP reliable security clearance. There is a security requirement associated with this requirement. Such check will be carried out by the Surrey RCMP and the cost borne by the Contractor. Approximate timeframe is 10 – 12 weeks.
- 6.2 The security investigation will be made on the Contractor only. The "RCMP Reliability Status and site access" security level needs to be met before the contract award date.
- 6.3 The Contractor is to supply the City with the following documentation:
  - (a) Government of Canada – Personnel Screening, Consent and Authorization Form #TBS/SCT 330-23E (Rev. 2006/02);
  - (b) Government of Canada – Security Clearance Form #TBS/SCT 330-60E (Rev. 2006/02);
  - (c) Royal Canadian Mounted Police, Security/Reliability Interview, Pre-Interview Questionnaire, RCMP-GRC Form #1020-1e (2010-09) including Security Clearance Application – Addendum To Instruction Sheets; and
  - (d) Photocopy of Drivers Licence, front and back.

- 6.4 It is the Contractor's responsibility to obtain this clearance for all members working in the building(s). This process takes approximately four (4) months to complete. All costs associated with this security screening are the sole responsibility of the Contractor.
- 6.5 Prior to the commencement of any Services, and during the term of a Contract if additional or replacement individuals are proposed to perform the Services, the Contractor is to supply the City with a criminal record search certificate, or a certified true copy thereof, for each individual proposed to perform the Services.
- 6.6 Any individual for whom a criminal record search certificate is not provided, or for whom a criminal record search certificate indicated any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services.
- 6.7 Any criminal record search certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 6.8 Notwithstanding the foregoing, at any time during the term of a Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search.
- 6.9 Any individual who fails to provide a satisfactory criminal record search certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Services.

## **7. QUALITY ASSURANCE PLAN**

- 7.1 The Contractor is to develop and implement a Quality Assurance Plan acceptable to the City. The Contractor shall not work under this Contract until the Quality Assurance Plan, incorporating any changes required has been approved by the City. The Contractor shall maintain and update the plan annually. The Contractor's Quality Assurance Plan shall include:

### **7.2.1 General**

- (a) The Contractor will establish, document, implement and maintain a Quality Assurance Plan and associated procedures throughout the course of the Contract to ensure that the Services comply with the requirements of the specifications;
- (b) The Department Representative, or designate, shall within a reasonable amount of time from receipt either approve the Quality Assurance Plan and procedures, or reject it, giving reasons for the rejections;
- (c) The Contractor shall rectify the deficiencies and resubmit a Quality Assurance Plan and associated Procedures for approval;
- (d) Failure to establish, document, implement and maintain a Quality Assurance Plan and associated Procedures in accordance with this specifications shall be deemed to be a default by the Contractor under the general conditions of this Contract; and
- (e) The Quality Assurance Plan and Procedures information should be brief and concise and written in a format that can be easily understood by all parties.

### **7.2.2 The Plan**

The plan shall include but not limited to:

- (a) Nursing Policy and Procedure Development
- (b) Critical incident reviews
- (c) Emergency medical services
- (d) methods of documenting and enforcing quality assurance operation, including inspections; and
- (e) method of controlling keys, access cards and locks.

### **7.2.3 The Procedures**

The procedures shall include:

- (a) **Quality Assurance Files:** A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by the Contractor throughout the Term of the Contract. This file shall be the property of the City and be made available upon request to the Department Representative, or, designate within ten days after completion or prior to termination of the Contract. Final payment will be withheld pending receipt of quality assurance files;
- (b) **Quality Assurance Reports:** The Contractor shall submit to the Department Representative, or designate by close of business the fifth working day of each month, a Quality Assurance Report listing the result of the previous month's Quality Assurance Inspections; and
- (c) **Acceptability:** For purposes of acceptance, the Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the Term of the Contract, to include any extension of contract term. The Contractor shall notify the Department Representative, or, designate in writing of any proposed change to the Contractor's Quality Assurance Plan. No change will be implemented prior to review and approval by the Department Representative, or, designate.

## **8. MEDICAL EQUIPMENT AND SUPPLIES**

The Contractor must provide medical equipment and supplies as it deems necessary for the provision of medical services, at no cost to the City on an "as required" basis. The medical equipment and supplies include but not limited to:

- Rapid response jump kit
- Heart monitor/defibrillator
- Medical supplies and medications as may be required
- First aid kit

## **9. BUILDING SECURITY**

- 9.1 Keys/security system codes:** The Department Representative, or designate shall provide means of access and security codes to the facility for Contractor's use in the performance of Services. Contractor shall provide a list of employees name and addresses that are assigned or possess access cards, keys and security system codes. This list shall include the identification



numbers of each access card, key assigned. Contractor shall provide and maintain a current record of all access cards, keys and provide it to the Department Representative, or designate within 72 hours of Notice to Proceed or Notice of Contract Renewal or within 24 hours of request from the Department Representative, or designate. Contractor shall not have keys made or reassign any access cards, or security codes without prior approval from the Department Representative, or designate. Contractor shall return all access cards, keys within three (3) working days to the Department Representative, or designate upon termination or cancellation of the Contract or any portion thereof. Contractor shall contact the Department Representative, or designate, within 24 hours of a lost key, access card to inform him of the ID numbers and areas affected. Contractor will be responsible for the cost of re-keying doors, gates or locks if any assigned access cards, keys are lost, unaccounted for or not returned to the Department Representative, or designate, within the above specified timeframe.

- 9.1 The Contractor shall be liable and responsible for any costs incurred in making changes to the security systems due to the contractor's willful, negligent, or accidental release of security codes to unauthorized persons which results in breach of security or confirmed theft of goods or equipment owned by the City or its employees.
- 9.2 The Contractor shall be allowed only in the areas specified in this Contract. Some areas may be considered off limits to the Contractor. Contractor shall be notified of any such areas.
- 9.3 **Security checks for contractor's employees:** Upon the City's request, Contractor shall provide to the Department Representative, or designate within 30 days of contract award/renewal, a letter verifying that each employee performing work under an Agreement has satisfactorily passed a security background check. All new contract employees shall be required to meet this condition prior to being assigned access to the Cell Block.

## 10. HEALTH, SAFETY AND PROTECTION

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the building.
- 10.2 **Accident Reports:** The Contractor shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Department Representative, or designate within one hour of occurrence and a written follow-up report to the Department Representative, or designate within 24 hours of the occurrence.
- 10.3 The Contractor shall conform to all applicable Federal, Provincial and local laws, and to the requirements of this Contract. In performing Services under this Contract the contractor must:
- (a) Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of prisoners, contractor personnel and Cell Block personnel performing or in any way coming into contact with the performance of this Contract;
  - (b) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment;

- (c) Take such additional precautions as the Department Representative, or designate may reasonable require for health, safety and environmental protection; and,
- (d) Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the Department Representative, or designate shall be grounds for termination of this contract in accordance with the Default Clause of this Contract.

## **11. ORIENTATION AND TRAINING**

- 11.1 The Contractor shall provide an employee training program covering facility safety and security including individual job responsibilities detailed in this Contract.
- 11.2 The plan must be acceptable to the City. The Contractor shall not begin work under this Contract until the Orientation and Training Plan, incorporating any changes required, has been approved by the City. The Contractor shall maintain and update the plan annually.
- 11.3 The Contractor shall update its training program to keep current with new policies, procedures, proper use of medical equipment, and facilities from time to time.
- 11.4 In accordance with the Cell Block safety policies and procedures, all Contractor staff will receive orientation.

The Contractor shall:

- develop a plan of orientation that shall be reviewed and approved by the Department Representative
- provide basic safety and security orientation of all staff on the first day of Services
- conduct periodic annual review as approved by the Department Representative.

**SCHEDULE B – DRAFT CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** MEDICAL SERVICES – RCMP CELL BLOCK

**Reference No.:** 1220-030-2014-031

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**MEDICAL SERVICES – RCMP CELL BLOCK**

**THIS AGREEMENT** is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**AGREEMENT No.: 1220-030—2014-031**

**BETWEEN:**

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

**AND:**

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

(the “**Contractor**”)

**WHEREAS** the City wishes to engage the Contractor to provide Services in connection with

 **insert title of the project**

**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:

“**Cell Block**” means the Surrey RCMP Cell Block located at 14355 – 55 Avenue, Surrey, British Columbia V3X 1A9 specified in Schedule A;

“**Change**” means as specified in Section 2.10;

“**Change Order**” means as specified in Section 2.10.2;

“**Department Representative**” means the Cell Block Manager, or designate, who shall represent the Surrey RCMP Cell Block for the purposes of this Contract, or such other person who may subsequently be appointed in writing by the Department Representative and so notified to the Contractor in writing;

“**Disbursements**” has the meaning set out in section 5.3;

“**Dispute**” has the meaning set out in section 14.1;

“**Fees**” has the meaning set out in section 5.1;

**"Indemnitees"** has the meaning set out in section 7.1;

**"Invoice"** has the meaning set out in section 5.2(a)

**"Quotation"** means as specified in Section 2.10.5;

**"Services"** has the meaning set out in section 2.1;

**"Term"** has the meaning set out in section 2.5; and

**"Time Schedule"** has the meaning set out in section 2.6.

## **1.2 Appendices**

The following attached Appendices are a part of this agreement:

Appendix 1 – Scope of Services;  
Appendix 2 – Fees and Payment;  
Appendix 3 – Time Schedule;  
Appendix 4 – Personnel and Sub-Contractor; and  
Appendix 5 – Additional Services.

## **2. SERVICES**

### **2.1 Services**

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

### **2.2 Amendment of Services**

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

### **2.3 Additional Services**

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

### **2.4 Standard of Care**

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor



represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

## 2.5 Term

The Term of a Contract shall be for an initial period of will provide the Services for the period commencing on (START DATE) and terminating on (END DATE) (the "**Term**").

The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) one (1) year renewals. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

## 2.6 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the 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 Probationary Period

.1 Notwithstanding anything to the contrary contained in this Contract, it is mutually agreed that the Contractor will be subject to a probationary period of six (6) months. Conditional on satisfactory performance of the Services, such acceptance of the Contractor shall occur after the probationary period. In the event the Contractor's performance is unsatisfactory as determined by the City, during the first six (6) months of the Term, this Contract may be terminated at the sole discretion of the City.

.2 The City reserves the right to extend the probationary period when insufficient data exists to determine acceptance of the Contractor.

## 2.8 Performance Security

.1 Performance and Fulfillment Bond: Before this Contract takes effect, the Contractor shall at its sole expense furnish to the City, a Performance and Fulfillment Bond, in the form of a certified cheque, Letter of Credit or Performance and Fulfillment Bond in the amount of **Fifty Thousand Dollars (\$50,000.00)** as a guarantee for the due and faithful performance of this Contract by the Contractor.

.2 The City may spend the performance security to remedy any breach of the Contract and any damages as a result of said breach of this Contract by the Contractor, however, such amount shall not be considered to be liquidated damages and the Contractor shall be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of this Contract.

.3 The City shall not be responsible nor shall it pay to the Contractor any interest on the performance security.

.4 The performance security shall remain throughout the Term of this Contract and any extensions authorized by the City.

.5 The cost of such bonding shall be solely borne by the Contractor.

## **2.9 Suspension of Work**

.1 The City shall have the right, from time to time, to suspend operations in whole or in part, after giving the Contractor notice in writing to that effect. Such notice may be informal and shall be deemed to be sufficient if it indicates the nature or extent of the Services to be suspended or stopped and is signed by the Department Representative, or designate. In the event of such right being exercised so as to cause delay to the Contractor, then an extension of time equal to such delay shall be allowed to complete this Contract, but no such delay shall vitiate or void this Contract, or any part thereof, or the obligation hereby imposed, or any concurrent or other bond of security for the performance of this Contract, nor shall the Contractor be entitled to any claim for damages. Upon the Contractor receiving written notice from the City that the suspended operations are to be resumed the Contractor shall forthwith resume the operations.

.2 Notwithstanding the preceding paragraph, the Contractor may carry out the Services outside the customary working hours or ordinary working days without the prior approval of the Department Representative, or designate, where it is necessary in the interests of safety. In such circumstances the Contractor shall inform the Department Representative, or designate in writing of the circumstances as early as possible.

## **2.10 Changes**

.1 A Change is:

(a) An addition to the Services that is both

(i) of a type and character similar to the Services as defined in the Contract Documents, and

(ii) is located generally within the RCMP Cell Block; or

(b) A deletion of the Services indicated in the Contract Documents; or

(c) An alteration of the Services indicated in the Contract Documents, within the general scope of the Services as described in the Contract Documents.

.2 The City may without invalidating this Contract make a Change to the Services. If the City makes a Change to the Services, then the Department Representative, or, designate shall issue a Change Order.

.3 Additional work that the City may wish performed that does not satisfy the requirements of subsections 2.10.1 (a) and (c) is Extra Work ("Extra Work") and not a Change. Extra Work may be declined by the Contractor or may, upon agreement between the parties, be undertaken as Extra Work.

- .4 The Department Representative, or designate may at any time give the Contractor a written request (a "Contemplated Change Order") to provide a Quotation for a specified Change that the City is considering.
- .5 If the Department Representative, or designate gives the Contractor a Contemplated Change Order, then the Contractor shall, as part of the Services, respond as promptly as possible with a written price quotation (a "Quotation"). The Quotation shall comply with the following:
- (a) Any Quotation submitted by the Contractor for a Change, a Contemplated Change Order or for Extra Work shall, unless expressly stated otherwise in the Quotation, be interpreted to represent the total adjustment to the Contract Price (excluding GST) owing on account for the Services contemplated by the Quotation and for certainty shall be interpreted to include compensation on account of all related costs, including but not limited to all direct, indirect, or impact, head office, overhead, and all other costs, and all markups and profits, even if the Quotation does not specifically mention such items.
- .6 The Department Representative, or designate may at any time, by way of a Change Order, direct the Contractor to proceed with a Change and the Contractor shall comply with such direction.
- .7 The Contractor shall not proceed with any Services that the Contractor intends or expects to be treated as a Change without receiving a written Change Order approving the Services as a Change.
- .8 If for any reason the Contractor proceeds with Services that the Contractor intends to claim as a Change before a written Change Order is issued, then verbal approval must have been received and a written Change Order pending. The Contractor shall maintain daily records, and submit them before the end of the next day to the Department Representative, or, designate for certification. Notwithstanding any other provision of the Contract Documents, no payment shall be owing to the Contractor on account of any claimed Change if the Contractor fails to maintain and submit such records. However, the mere maintenance and submission of such daily records shall not create an entitlement for the Contractor to receive payment for the claimed Change and the Contractor's right to receive payment shall be as otherwise provided by the Contract Documents.
- .9 The Contractor shall not be entitled to rely on any oral representation (except in an emergency), site meeting discussion, site meeting minutes or other communication as approval that any Services are a Change. The Contractor shall strictly comply with the requirements of this section.
- .10 In an emergency, when it is impractical to delay the Services until the written authorization is issued, the Department Representative, or designate may issue an oral direction which the Contractor shall follow. In such event the Department Representative, or, designate shall issue a confirming Change Order at the first opportunity.

### **3. PERSONNEL**

#### **3.1 Qualified Personnel**

The Contractor will provide only professional personnel who have sufficient qualifications, knowledge, skills, abilities, training, experience and capabilities to perform the Services.

### **3.2 Listed Personnel**

The Contractor will perform the Services using the professional personnel and sub-contractors as may be listed in Appendix 4, 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**

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

### **3.4 Sub- Contractor's and Assignment**

Except as provided for in section 3.2, the Contractor's 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- Contractor's**

The Contractor's 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 perform the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services. Every vehicle used by the Contractor in the course of performing the 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 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 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

### 5.1 Fees

The City will pay to the Contractor the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the City.

Fees, Disbursements, and GST will not exceed the amount of <img alt="redacted" data-bbox="598 238 628 253"/> insert contract price in numbers> without the prior written approval of the City.

### 5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Contractor will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous month, and including the following information:
  - (1) an invoice number;
  - (2) the Contractor's name, address and telephone number;
  - (3) the City's reference number for the Services; P.O. # (to be advised)
  - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractor that has/have performed services during the previous month;
  - (5) the percentage of Services completed at the end of the previous month;
  - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
  - (7) taxes (if any);
  - (8) grand total of the Invoice;
- (b) the Contractor will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its Final Report to the City;

- (e) 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;
- (f) the City shall not be liable for interest or overdue charges on any invoice; and

In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.

To receive your payments electronically, fax your request along with your banking information on company letterhead to 604-591-4488. Also provide a valid e-mail address where the payment notification may be sent. You may contact us at 604-592-7010 for more information.

**SUBMITTING YOUR ELECTONIC INVOICE**

Please send electronic invoices to the City of Surrey by email to [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)

In order to process your payment, the following submission guidelines **must** be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>\_<Invoice Number>.
- Email(s) must not exceed 2MB.

**Please Note:** failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

**SUBMITTING YOUR INVOICE BY HARD COPY**

Please send your hard copy invoices by mail to:

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

**5.3 Disbursements**

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

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

## **5.4 Records**

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. 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 Services and for a period of six years after the Services are complete.

### **Reporting**

The Contractor must provide various management reports to the City. The reports specified represent the minimum reporting requirements. All reports shall be submitted to the Department Representative, or designate.

## **5.5 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.

## **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, and reports which the City has in its files and records that relate to the 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 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 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 section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

## **7.3 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 Contractor s protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions liability insurance in an amount not less than three million (\$3,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services; 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 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 Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this agreement for 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 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 Services;
- (d) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Services;
- (e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the 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, BUILDING CODES AND BY-LAWS**

### **9.1 Applicable Laws**

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.

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

The Contractor will provide the 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 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 Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

## 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.

## 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 will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services. 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 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 Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

12.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of 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. The qualified coordinator is:

Name: <[REDACTED] insert name of qualified coordinator>  
Contact No. <[REDACTED] insert telephone number>

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 will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, 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 Compensation 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 for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

### **13. BUSINESS LICENSE**

- 13.1 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 Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

### **16.2 Amendment**

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

### **16.3 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 Services in a professional and proper manner will survive the termination or completion of this agreement.

### 16.5 Cumulative Remedies

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

### 16.6 Notices

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

(a) The City:

City of Surrey

<img alt="redaction icon" data-bbox="265 402 295 415"/> **insert department/division/section name>**

13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: <img alt="redaction icon" data-bbox="265 455 295 468"/> **insert City contact name>**  
<img alt="redaction icon" data-bbox="265 472 295 485"/> **insert title>**

Fax No.: <img alt="redaction icon" data-bbox="265 508 295 521"/> **insert>**  
Email: <img alt="redaction icon" data-bbox="265 525 295 538"/> **insert>**

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

<img alt="redaction icon" data-bbox="265 591 295 604"/> **insert name and address>**

Attention: <img alt="redaction icon" data-bbox="265 624 295 637"/> **insert City contact name>**  
<img alt="redaction icon" data-bbox="265 641 295 654"/> **insert title>**

Fax No.: <img alt="redaction icon" data-bbox="265 677 295 690"/> **insert>**  
Email: <img alt="redaction icon" data-bbox="265 694 295 707"/> **insert>**

### 16.7 Unenforceability

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

### 16.8 Headings

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

### 16.9 Singular, Plural and Gender

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

**16.10 Waiver**

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

**16.11 Signature**

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

**16.12 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)

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

\_\_\_\_\_  
(Signature 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- CONTRACTOR S**

**APPENDIX 5 – ADDITIONAL SERVICES**



**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title:** MEDICAL SERVICES – RCMP CELL BLOCK

**RFP Reference No.:** 1220-030-2014-031

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

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

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

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

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

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

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

Dear Sir:

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

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

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

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

**4.0 I/We confirm** that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

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

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

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

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

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

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

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

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

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

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

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

- a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,  
Workers' Compensation Registration Number \_\_\_\_\_;
- b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- c) Insurance coverage for the amounts required in the proposed Contract 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 [City's Website Standard Certificate of Insurance](#);
- d) City of Surrey business license;
- e) If the Proponent's Services are subject to GST, the Proponent's GST Number is \_\_\_\_\_; and
- f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

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

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

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

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

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

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

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

- (i) A description of your organization, location of primary business, branch locations, background, stability, structure and number of years business has been operational;
- (ii) A description of relevant experience and qualifications in delivering Services similar to those required by the RFP;
- (iii) Provide information on your past relevant contracts (provide details of any full on-site medical contractual services) to support statements made as to your qualifications and experience. Provide names and telephone numbers of reference clients that the Proponent provided similar Services to. The City's preference is to have a minimum of three references.
- (iv) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services, together with a description of the responsibilities such personnel will have in the performance of the Services and a description of the relevant experience of such personnel, using the format similar to the following (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: \_\_\_\_\_

\_\_\_\_\_

Provide a resume(s) highlighting applicable qualifications and experience as it relates to work described in this RFP.

**Sub-Contractors**

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

| <b>DESCRIPTION OF SERVICES</b> | <b>SUB-CONSULTANTS NAME</b> | <b>YEARS OF WORKING WITH PROPONENT</b> | <b>TELEPHONE NUMBER AND EMAIL</b> |
|--------------------------------|-----------------------------|--|-----------------------------------|
|                                |                             |  |                                   |
|                                |                             |  |                                   |
|                                |                             |  |                                   |
|                                |                             |  |                                   |
|                                |                             |  |                                   |

**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 description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements.
- (ii) **Start-up Operations**  
If you are awarded this contract, provide a detailed work plan including specific actions and approach that would be used to successfully implement your resources. In your plan please include the following components:
  - staffing (the plan should show proposed staffing levels by shift and must be consistent with the annual hours as proposed in the Schedule C-5, Financial Proposal);
  - initial client contact
  - initial needs assessment
  - others, please specify.
- (iii) **Contingency Plan**  
Provide a description of a concise contingency plan for periods when the primary medical staff is unavailable.
- (iv) **Orientation and Training Plan**  
Provide details on your proposed orientation and training plan as described in Schedule A, Section 11.
  - State how you propose to provide orientation and training to new and existing medical staff.
  - Describe your company's hiring policy and minimum qualification standards
- (v) **Additional and Replacement of Personnel**
  - Describe your process and/or company procedures on notifying RCMP Cell Block of additional or replacement of personnel.
  - What are your issue management procedures/escalation processes when there are issues raised concerning your personnel?
- (vi) **Quality Assurance Plan**  
Provide details on your proposed quality assurance plan as described in Schedule A, Section 7.
  - How do you ensure your employees are providing consistent, comprehensive and customer focused on-site medical services?
  - How will you provide recommendations to the RCMP Cell Block Department Representation on how to resolve potential problems/issues that you or your staff identifies?
- (vii) **Health, Safety and Protection**  
Provide details on your proposed health, safety and protection plan as described in Schedule A, Section 10. Provide sample reports if available.
- (viii) **Medical Equipment and Supplies**

Provide a listing of the significant medical equipment and supplies (refer to Schedule A, Section 8) that you are proposing at the start of operation should you be awarded the contract.

- (ix) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these.
- (x) Describe what your company can offer that may be unique from your competitors.





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

Proponents should set out in their Proposal, the proposed fee structure (excluding GST) and provide a breakdown of the services, showing all costs associated with the Services. The table below is only a sample. Attach additional pages, if necessary.

**1. Schedule of Rates:**

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

| Category of Staff      | Estimated # of Staff Provided | Estimated Monthly Hours | Enter 1 Hourly Rate | Enter Price Per Month | Enter Estimated Amount Year 1 |
|------------------------|-------------------------------|-------------------------|---------------------|-----------------------|-------------------------------|
| Daily Requirements     |                               |                         |                     | \$                    | \$                            |
| RN Day                 |                               |                         |                     | \$                    | \$                            |
| RN Evening             |                               |                         |                     | \$                    | \$                            |
| Others: please specify |                               |                         |                     |                       |                               |
| 1.                     |                               |                         |                     | \$                    | \$                            |
| 2.                     |                               |                         |                     | \$                    | \$                            |
| 3.                     |                               |                         |                     | \$                    | \$                            |
| <b>Sub Total:</b>      |                               |                         |                     |                       | \$                            |
| <b>GST (5%):</b>       |                               |                         |                     |                       | \$                            |
| <b>Total Price:</b>    |                               |                         |                     |                       | \$                            |

**2. Monthly Fees**

|     | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----|--------|--------|--------|--------|--------|
| Jan | \$     | \$     | \$     | \$     | \$     |
| Feb | \$     | \$     | \$     | \$     | \$     |
| Mar | \$     | \$     | \$     | \$     | \$     |
| Apr | \$     | \$     | \$     | \$     | \$     |
| May | \$     | \$     | \$     | \$     | \$     |
| Jun | \$     | \$     | \$     | \$     | \$     |
| Jul | \$     | \$     | \$     | \$     | \$     |
| Aug | \$     | \$     | \$     | \$     | \$     |
| Sep | \$     | \$     | \$     | \$     | \$     |
| Oct | \$     | \$     | \$     | \$     | \$     |
| Nov | \$     | \$     | \$     | \$     | \$     |
| Dec | \$     | \$     | \$     | \$     | \$     |

**Hourly Rate Structure:**

- (a) Proponents must provide a detailed outline of the hourly rate(s) to applicable for both regular, overtime, and statutory holidays. All rates must be in Canadian funds.
- (b) The proposed hourly rate structure for each year of the three (3) year contract term is to remain **FIRM** for the contract term.
  - .1 For each additional one (1) year renewal the rate increase shall be the Cost Performance Indicator CPI for Vancouver and based upon the average for the previous year. Stats Canada shall be used to determine the rate increased and this shall be agreed upon 90 days prior to the renewal date.
- (c) Regular hourly wage rates are to apply for weekly shifts as stated, usually eight (8) hour work days.
- (d) Provide details of the applicable times/hours when the overtime rates apply for both Time & Half and Double Time

**Payment Terms:**

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

**ATTACHMENT 1**



**PRIVACY PROTECTION AND CONFIDENTIALITY AGREEMENT**

**Title:** MEDICAL SERVICES – RCMP CELL BLOCK

**Reference No.:** 1220-030-2014-031

## SCHEDULE 1 - PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between \_\_\_\_\_ (the "Public Body") and \_\_\_\_\_ (the "Contractor") respecting \_\_\_\_\_ (the "Agreement").

### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

6. 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 Public Body to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public

Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body 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

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

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

### Storage and access to personal information

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

### Retention of personal information

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

### Use of personal information

15. Unless the Public Body otherwise directs in writing, the 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.

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

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

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

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

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

19. In addition to any obligation the 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 in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

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

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the 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**

21. 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 applicable order of the commissioner under the Act; and
  - (b) any direction given by the Public Body under this Schedule.
22. 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.

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

23. 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 Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the 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**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "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 this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

## SCHEDULE 2 – CONFIDENTIALITY AGREEMENT

### WHEREAS:

- A. The Contractor and the City acknowledge that the process of the Contractor having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Agreement “Confidential Information” means any information, 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. Confidential information includes any information on residential, non-residential, business, or consumers and their addresses, water usage consumptions, water usage historical consumptions, and any other data that the City provides as part of the data files for meter reading services.
- B. The Contractor has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

**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, 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 described in this Agreement, 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-contractors 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-contractors, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this 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 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 the highest degree of care that 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 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.
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.
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 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 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 Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Contractor the terms of this 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 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 Agreement.

13. This 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 Agreement shall be deemed to be waived by the City and no breach of this 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.