



REQUEST FOR QUOTATIONS

Title: Surrey Sport and Leisure Child Care Operator

Reference No.: 1220-040-2023-003

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: December 15th, 2022

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the “City”) invites contractors to provide a quotation on the form attached as Schedule B – Form of Quotation to Attachment 1 – Agreement – Goods and Services (the “Quotation”) for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services (the “Goods and Services”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the “Contractor”) should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation **electronically** in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving equipment functions properly so that the City receives the Quotation.

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

3. DATE

The City would prefer to receive Quotations on or before **January 17th, 2023** (the “Date”).

4. INQUIRIES

All inquiries related to this RFQ 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.

Please note: City Hall is closed for Winter Break from December 26th to January 2nd returning to operation on January 3rd. Any correspondence sent to the City will be acknowledged once City Hall has reopened.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2023-003

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ, 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 RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the “Websites”), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites for addenda. The only way this RFQ 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 RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A, A-1, A-2, A-3 and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:

- (a) enter into negotiations with any of all Contractors for the purposes of agreeing upon acceptable Services without any obligation to negotiate with any other Contractor;
- (b) reject any or all Quotations if the Services proposed by the Contractors are deemed unacceptable or if any officer or director of a Contractor is or has been in legal action, mediation or arbitration with the City and/or its elected officials and/or employees;
- (c) waive informalities, irregularities, or other deficiencies in any Quotation and accept all or any part of a Quotation;
- (d) give preference to a Contractor who provides sufficient information that demonstrates their experience, reputation, qualifications and competencies, capacity and availability of resources meet or exceed the requirements as outlined, as well as being cost effective, relative to Services offered in other Quotations; and
- (e) accept a Quotation which does not provide the highest revenue to the City.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized

signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods (if any) and perform the Services.

10. CONFLICT OF INTEREST

A Contractor should disclose in its Quotation 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.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors 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.

13. SIGNATURE

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation 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 Quotation on behalf of the corporation is submitted;

- (b) If the Contractor 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 Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

[END OF PAGE]

ATTACHMENT 1 – SAMPLE CONTRACT



PARTNERING AGREEMENT

between

CITY OF SURREY

and

<<INSERT SOCIETY NAME>>

for

SURREY SPORT AND LEISURE CHILD CARE OPERATOR

Agreement No.: 1220-040-2023-003

ABW No.: TBD

ATTACHMENT 1 – SAMPLE CONTRACT – PARTNERING AGREEMENT

Reference Title: **Surrey Sport and Leisure Child Care Operator**

Ref No.: 1220-040-2023-003

THIS AGREEMENT dated for reference this ____ day of _____, 202_.

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of the Society)
(the "**Society**")

WHEREAS

- A. The *Community Charter* authorizes the City to enter into a partnering agreement with an organization pursuant to which the organization agrees to undertake or provide services, including an activity, work or facility, on behalf of the City;
- B. The City wishes to partner with the Society, who wishes to operate a Daycare Facility on a portion of the City property located at #100 – 16555 Fraser Highway, Surrey, BC, V4N 0E9.

NOW THEREFORE in consideration of \$1.00 paid annually by the Society to the City and other good and valuable consideration, the receipt and sufficiency of which the City acknowledges, the parties agree as follows:

- 1. In this Partnering Agreement:
 - (a) "**Assistance**" has the same meaning as in the *Community Charter*, S.B.C. 2003, C.26, as amended;
 - (b) "**Daycare Facility**" means the improvements constructed on the Lands by the City including:
 - building
 - washer and dryer
 - cubbies and built-in cupboards
 - bathroom upgrades
 - art sink area upgrades
 - larger windows
 - fenced rooftop Outdoor Activity Areaall built according to plans and drawings prepared by the City for use and operation as a Daycare Facility according to the terms and conditions of a License and Operating Agreement attached hereto as Appendix A (the "License and Operating Agreement");

(c) **"Lands"** means the City property located at #100 – 16555 Fraser Highway, Surrey, BC, V4N 0E9 having a legal description of:

PARCEL IDENTIFER:024-161-845
LOT 1, Section 25, Township 2, Plan LMP38186; and

(d) **"Premises"** means that 320m² portion of the Lands as shown on Appendix II of Appendix A attached hereto.

2. This Partnering Agreement is effective upon execution by both parties and may not be terminated except by consent of both parties.
3. The Society covenants and agrees to operate the Daycare Facility in accordance with the License and Operating Agreement, attached as Appendix A.
4. The Society covenants and agrees to comply with the funding requirements as outlined in the City of Surrey and Province of British Columbia Funding Agreement, attached as Appendix B.
5. The City may, as and when it considers it appropriate to do so, and subject to all applicable statutory restrictions, provide any type of Assistance whatsoever to the Society in connection with the on-going operation of the Daycare Facility including, without limitation, any one or more of the following:
 - (a) a contribution by the City of the Premises and Daycare Facility for use by the Society throughout the Term of a License and Operating Agreement;
 - (b) provision of furnishings and equipment related to the Daycare Facility;
 - (c) provision of some utilities and property taxes, if any;
 - (d) non-exclusive access to common areas located on the Lands in the City's sole discretion; and
 - (e) maintenance of parking areas, pedestrian pathways, landscaping located on the Lands and Premises and partial janitorial services specific to the Daycare Facility.
6. No part of this Partnering Agreement alters the City's ownership of the Lands or its ownership of improvements thereon.
7. The City and the Society are not joint venturers or the agent of the other.

As evidence of their agreement to be bound by the terms of this Partnering Agreement the parties have executed this Partnering Agreement on the day and year first written above.

CITY OF SURREY

by its authorized signatory:

LEGAL NAME OF SOCIETY

by its authorized signatory:

NAME, TITLE

Department

Attachments:

Appendix A – License & Operating Agreement

Appendix B – Child Care Capital Funding Program Childcare BC New Space Fund Funding Agreement, Agreement No. C2254060012024

NAME, TITLE

APPENDIX A – LICENSE AND OPERATING AGREEMENT



LICENSE AND OPERATING AGREEMENT

between

CITY OF SURREY

and

<<INSERT SOCIETY NAME>>

for

SURREY SPORT AND LEISURE CHILD CARE OPERATOR

Agreement No.: 1220-040-2023-003

ABW No.: TBD

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APPENDIX A – SAMPLE CONTRACT – LICENSE AND OPERATING AGREEMENT

Reference Title: Surrey Sport and Leisure Child Care Operator

Ref No.: 1220-040-2023-003

THIS AGREEMENT dated for reference this ____ day of _____, 202_.

BETWEEN:

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

(the "City")

AND:

(Insert Full Legal Name and Address of the Society)

(the "Society")

RECITALS

WHEREAS

- A.** The City and the Society entered into a partnering agreement regarding operation of a Daycare Facility dated for reference <<insert partnering agreement date>> ("the Partnering Agreement") which set out the rights and obligations of each of the parties with respect to the provision and operation of the Daycare Facility.
- B.** The purpose of this Agreement is to outline the responsibilities of each Party as they relate to the provision of daycare operator Services for Surrey Sport and Leisure Complex.

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 Society agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "**Agreement**" means this license and operating agreement and the appendices, attached hereto;
- (b) "**Building**" means the Surrey Sport and Leisure Complex located on the Lands;
- (c) "**Commencement Date**" means July 1, 2023;
- (d) "**Common Areas and Facilities**" means any areas, facilities, utilities, improvements, equipment and installations designated for common or shared use in the Building or on the Lands;

- (e) **“Daycare Facility”** means the purpose-built daycare facility shown on Appendix II;
- (f) **“Daycare Fees”** means the proposed program schedule and services fees for parents as shown on Appendix V;
- (g) **“Equipment”** means the equipment listed in Appendix IV that is provided by the City and/or the Society as indicated;
- (h) **“Improvements”** has the meaning set out in section 15.1;
- (i) **“Lands”** means #100 – 16555 Fraser Highway, Surrey, BC, V4N 0E9 having a legal description of:
Parcel Identifier: 024-161-845 Lot 1 Section 25, Township 2, Plan LMP38186
- (j) **“Licence”** means the exclusive licence granted on the terms set out herein by the City to the Society to use the Premises for the Term for the purposes set out herein;
- (k) **“Outdoor Activity Area”** means the exterior outside play areas shown on Appendix II as “Outdoor Activity Area” outlined in blackline;
- (l) **“Pandemic”** has the meaning set out in Section 24;
- (m) **“Pandemic Restrictions”** has the meaning set out in Section 24;
- (n) **“Premises”** means that 320m² portion of the Lands, including the Daycare Facility and the Outdoor Activity Area shown on Appendix II, attached hereto;
- (o) **“Share”** means a flat rate of \$300.00 per month;
- (p) **“Services”** means the services to be provided by the Society as detailed in this Agreement, including those services identified in Appendix I;
- (q) **“Society”** means the not-for profit service provider whose Submission has been accepted by the City and who is providing the Services under this Agreement;
- (r) **“Start-Up Costs”** means costs and expenses substantially set out in Appendix VI attached hereto; and
- (s) **“Term”** means an initial term, as specified in section 5.1.

1.2 Appendices

The following attached Schedules are a part of this Agreement:

Appendix I – Scope of Services

Appendix II – Building Specifications/Premises;

Appendix III – Repairs and Maintenance;

Appendix IV – Equipment;

Appendix V – Daycare Program and Fee Schedule;

Appendix VI – Start-up Costs;

Appendix VII – Privacy Protection Schedule; and

Appendix VIII – Confidentiality Agreement;

Appendix IX – Prime Contractor Designation – Letter of Understanding; and

Appendix X – Contractor Health & Safety Expectations – Responsibility of the Contractor.

2. SERVICES

- 2.1 The City hereby retains the Society to provide the Services during the Term and any renewal term pursuant to Section 5. The Society agrees to diligently and responsibly perform the Services in accordance with the provisions of this Agreement.

3. COMPENSATION

- 3.1 In consideration of the performance by the Society of the Services and all of its covenants under this Agreement, the City:
- (a) hereby grants to the Society, the License on the terms of this Agreement; and
 - (b) agrees to reimburse the Society for the Start-Up Costs, as described in Appendix VI, upon receipt of invoices from the Society evidencing payment of such amounts.

4. GRANT OF LICENSE AND LICENSE FEE

- 4.1 In consideration of the performance by the Society of the Services and all of the terms and conditions under this Agreement, the City hereby grants to the Society use of the Premises as a Daycare Facility in accordance with the terms and conditions of this Agreement.
- 4.2 In consideration of the performance by the Society of the Services and all of the terms and conditions under this Agreement, the City hereby grants to the Society, for the Term of this Agreement and any renewal a license to use the Common Areas and Facilities, in common with the City and others legally entitled to use thereof, subject to booking and availability and the City's general rules of use in respect thereof.
- 4.3 The Society will pay to the City an annual licence fee in the amount of \$1.00. The City hereby acknowledges receipt of \$3.00, being paid in full prepayment of the licence fees for the Term.

5. TERM

- 5.1 The term of this Agreement will be for three (3) years (the "Term") commencing on the Commencement Date.
- 5.2 Unless this Agreement has been terminated pursuant to Section 20, provided the Society is in compliance with this Agreement and is providing the Services, then not later than 180 days before the end of the Term, the City may, at its sole option, renew this Agreement by delivery of written notice to the Society for a further term of two (2) years on the terms and conditions set out herein.

6. INDEPENDENT CONTRACTOR

- 6.1 The Society will be an independent contractor and not the servant, employee or agent of the City.

- 6.2 The Society will not in any manner whatsoever commit or purport to commit the City to the payment of any money except as previously authorized in writing by the City, or as specifically provided herein.
- 6.3 The Society will not be subject to the control of the City in respect of the manner in which the Services are carried out except as specified in this Agreement.
- 6.4 The Society may use the Equipment owned by the City available in the Premises at the time it commences operating from such Premises, but at the termination of this Agreement or when it ceases operations at such Premises, will leave such Equipment in the Premises.
- 6.5 Any Equipment supplied by the Society are and shall remain the exclusive property of the Society at all times and will be removed from the Premises at the end of the Term or any renewal term.

7. COMPLIANCE WITH LAWS

- 7.1 The Society will at all times, and at its own expense, perform the Services and occupy the Premises with due diligence and in full compliance with all applicable laws and all statutory requirements of every competent federal, provincial, municipal, regional and other statutory authority. Without limitation, the Society will comply in all relevant respects with the Child Care Licensing Regulation of the *Community Care and Assisted Living Act* (British Columbia), as amended or replaced from time to time (the "Regulation"). Further, the Society shall conduct appropriate security and criminal background checks of all potential and new staff and such periodic checks of all staff providing Services on the Premises as is required under the Regulation or other applicable legislation. The Society may only employ staff on the Premises as approved through the Regulation or other applicable legislation.
- 7.2 The Society will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all of its workers, employees and servants providing 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 Society. 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.
- (a) The Society will provide the City with the Society 's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Society is registered in good standing with the Workers' Compensation Board;
- (b) Without limiting the generality of any other indemnities granted by the Society in this Agreement, the Society 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;

- (c) The Society 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;
- (d) The City may, on twenty four (24) hours written notice to the Society, 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 Society or otherwise, any deficiency or immediate hazard; and
- (e) The Society understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

7.3 The Society will obtain and maintain throughout the Term of this Agreement a valid City of Surrey business license.

8. OPERATING RECORDS

8.1 The Society will keep accurate records relating to the provision of Services under this Agreement and will provide the City with reports indicating the number of childcare spaces filled, and such other information as is reasonably requested by the City, on a quarterly basis. The reports will provide the City with sufficient information to determine whether the Services are being carried out to the specifications of the City including whether the priorities set out in Appendix I are being followed.

8.2 The Society and the City will comply with all applicable protection of personal information legislation, including the *Personal Information Protection and Freedom of Information Acts* (British Columbia), in its collection, use, storage, disclosure and dissemination of personal information.

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

9. ANNUAL REVIEW

9.1 The City and the Society agree that it will be mutually beneficial to have their representatives meet on an annual basis or at any time requested by either party to review the status of the Services, and the needs of the City for childcare at the Premises. The issues to be addressed in such an informal review may include:

- (a) quality, safety, programming or other operational issues concerning the Services;
- (b) parent feedback and parent participation; and
- (c) the need for capital and non-capital repairs or replacements to the Premises or to the Outdoor Activity Area (the responsibility for which shall be as per Appendix III).

9.2 In the event of conflict arising between The City and the Society that are not able to be resolved by the designated organization representatives the Community and Recreation Services (CRS) Town Centre manager will be asked to facilitate a meeting to find a resolution. In the event that a resolution cannot be found in this meeting, the CRS Division Manager, then subsequently, the Parks, Recreation and Culture General Manager and City Manager would become involved until a resolution is found.

10. REPAIR, MAINTENANCE

10.1 The City and the Society agree that they will, throughout the Term and any renewal comply in all respects with their respective obligations to provide services and to repair and maintain the Premises all as set forth in Appendix III hereto.

11. UTILITIES & TAXES

11.1 The City will use all reasonable efforts to provide to the Premises hot and cold water, electricity, heat, waste removal, landscaping, and security (at the same level as is provided to the Building) during the Term and any renewal, except as may otherwise be provided in Schedule C hereof. Waste removal will be charged back to the Society by the City.

11.2 The Society agrees to pay the Share of the hydro, gas, water and sewer charges for the Lands.

11.3 The Society will be responsible for all taxes (excluding property taxes, if any) and license fees payable for lawfully operating a childcare centre on the Premises, and will pay for all costs of its telephone, facsimile, cable and janitorial services. The Society will indemnify and hold harmless the City from and against liability the City may incur to pay all or any such charges following the Society's failure to do so in a timely manner. Upon request by the City, the Society will deliver promptly to the City evidence satisfactory to the City of payment of all such charges.

12. EXPENSES

12.1 The Society agrees to keep separate accounts and documentation of all expenses incurred in providing the Services. The Society acknowledges that the City is providing assistance to the Society by providing the Premises and other associated expenses in accordance with Appendix III and providing a portion of the Equipment as listed in Appendix IV. As such, the Society agrees to put all profits (which for certainty will be the revenue of the Society from the Services on the Premises net of operating and overhead expenses) into the operation of the Premises and as a result of the assistance provided by the City, the parties will discuss the increase of annual license fee or otherwise determine how the surplus is to be utilized by other Surrey programs.

13. GENERAL

13.1 The Society will not use, or permit to be used, the Premises or any portion thereof for any use or in any manner that interferes with the City's use of other premises in the Building or that harms or threatens to harm the condition or structure of the Building. The City acknowledges that the use of the Premises to provide the Services does not interfere with the City's use of other premises in the Building. The Society will comply with all requirements of fire insurance underwriters in force from time to time during the Term, which relates to the

Society in respect of any alterations, replacements, changes, improvements, repairs or additions to the Premises.

13.2 The Society may display a sign or signs at an appropriate place or places in the Building to advertise the location of the Premises and the fact that the child care facility is operated by the Society subject to the approval of the City. Before installing such signs, the Society will obtain the City's written consent to the location, size and style of each such sign, such consent not to be unreasonably withheld or delayed.

13.3 The Society will provide childcare services within a fee structure that is approved by the City. Fee increases can be proposed for each year but must be approved in writing by the City. The City will work with the Society to ensure that fee structures reflect affordable access.

13.4 Force Majeure

Notwithstanding anything to the contrary in this Agreement if either party shall be bona fide delayed or hindered in or prevented from the performance or observance of any work, term, covenant or act required by this Agreement by reason of strikes, labour troubles, inability to procure materials or services, failure of power, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, legal or administrative tribunal proceedings commenced by third parties, or other reason of force majeure, then performance of such work term, covenant or act shall be excused for the period of the delay and the period for the performance of any such work term, covenant or act shall be extended for a period equivalent to the period of such delay including reasonable extensions arising as a result of seasonal conditions resulting from such delays.

14. INSURANCE

14.1 The City will ensure that the Society is added as an additional insured to insurance policies taken out by the City and will provide the Society with a copy of certificates of insurance.

14.2 The Society 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 Society, 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 Society'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.

(b) The Society will carry a stand alone policy for Abuse and Molestation coverage in an amount not less than three million dollars (\$3,000,000) dollars inclusive per occurrence with the City of Surrey added as additional insured;

- (c) Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Society in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (d) Society's equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services.

14.3 The Society 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 Society will, on request from the City, provide certified copies of all of the Society's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. The Society will be responsible for deductible amounts under the insurance policies. All of the Society's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

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

14.5 The Society shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

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

15. ALTERATIONS TO PREMISES

15.1 During the Term, the Society will not make, erect, install or alter any improvements including without limitation, all fixtures, trade fixtures, improvements, installations, alterations, and additions made, erected, or installed now or from time to time in the Premises (collectively, "Improvements"), without having requested and obtained the City's prior written approval, which approval the City may withhold, in its sole discretion. In making, erecting, installing or altering any Improvements, the Society will comply with all construction guidelines established by the City from time to time, will obtain and comply with all required building and occupancy permits, and will not alter or interfere with any installations which have been made by the City without the prior written approval of the City. For certainty, the lifecycle replacement of the improvements and fixtures situate in the Premises as of the Commencement Date hereof shall be the Society's responsibility, except as may otherwise be provided in Appendix III hereto.

15.2 The Society will, throughout the Term and any renewal thereof, keep the Premises in a tidy condition and will not cause any waste or damage to the Premises or permit the Premises to become untidy or unsightly.

- 15.3 The City will only be responsible for those repairs and maintenance items listed in Appendix III. Without limiting the specific requirements in Appendix III, the Society will be responsible for keeping the Premises in good repair and decoration including City supplied fittings, Equipment and furnishings.
- 15.4 The City is responsible for all costs and expenses incurred in the design and construction, of the Premises together with providing the Equipment, which will be owned by the City.
- 15.5 The City, by its representatives, may enter upon the Premises at all reasonable times and at any time during any emergency to inspect the state of repair and maintenance and to permit the efficient operation of the Building.

16. COMMON AREAS AND FACILITIES

- 16.1 The Society will have for itself and its licensees and invitees the non-exclusive right to use the Common Areas and Facilities, in common with the City and others entitled thereto for their proper and intended purposes. The Common Areas and Facilities are subject to the exclusive control and management of the City. The Society will have access to the Premises over any appropriate roads and driveways, and through and over any appropriate entrances and corridors of the Building.
- 16.2 The Society agrees to advise the adults dropping off or picking up children to use the available drop-off area for this purpose designated by the City. At no time shall the adults block any travelled portion of the access driveways or roads.

17. SURRENDER OF PREMISES

- 17.1 Upon the expiration or earlier termination of this Agreement and the Term (or any renewal term) and any period of over holding to which the City consents, the Society will surrender to City vacant possession of the Premises in a neat and tidy state in accordance with the obligations of the Society under this Agreement and subject to reasonable wear and tear.
- 17.2 All Improvements in or upon the Premises will immediately upon affixation be and become City's property without compensation therefore to the Society. Except to the extent otherwise expressly agreed by the City in writing, no Improvements, trade fixtures, furniture, or Equipment will be removed by the Society from the Premises either during or at the expiration or sooner termination of the Term, except that:
- (a) the Society may at the end of the Term or any renewal term remove its trade fixtures; and
 - (b) the Society will remove its furniture and equipment at the end of the Term or any renewal term, and also during the Term in the usual and normal course of its business where such furniture or equipment has become excess for the Society's purposes or the Society is substituting therefore new furniture and equipment.
- 17.3 The Society will, in the case of every removal either during or at the end of the Term, immediately make good any damage caused to the Premises by the installation and removal.

18. QUIET ENJOYMENT

- 18.1 If the Society duly and punctually complies with its obligations under this Agreement, the Society will be entitled to peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the City or any person claiming by, through or under the City.

19. ASSIGNMENT AND SUB-CONTRACTING

- 19.1 The Society will not:
- (a) assign, either directly or indirectly, this Agreement in whole or in part, or any right of the Society under this Agreement;
 - (b) sublicense all or any part of the Premises, nor suffer or permit the occupation by any person other than Society of all or any part of the Premises, or part with or share possession of all or any part of the Premises; or
 - (c) sub-contract the provision of any of the Services provided that the Society can assign this Agreement and its rights hereunder to a successor organization with the consent of the City, not to be unreasonably withheld.
- 19.2 The Society may not mortgage or otherwise encumber this Agreement or the Premises or a part thereof.

20. TERMINATION

- 20.1 If and whenever:
- (a) the Society assigns or sub-contracts any part of this Agreement or parts with possession of the Premises or any part thereof;
 - (b) the Society commits an act of bankruptcy, is subject to the appointment of a receiver, or otherwise commits an act of insolvency;
 - (c) the Society commits a material breach of any of the Society's obligations hereunder which is not cured within 30 days after delivery of notice by the City to the Society specifying such breach or, if the breach is such that it cannot be cured within 30 days and the Society is not diligently taking steps to remedy the default; or
 - (d) in the City's sole discretion, the operation of the Society at the Premises is putting at risk the health or safety of any person and such circumstance is not cured within 24 hours after notification by the City to the Society unless such circumstance cannot be cured within such period in which case the Society does not immediately commence to cure such circumstances or does not cure such circumstances within 30 days after delivery of such notice, provided that if the City determines there is a continuing and unacceptable risk to health or safety during the grace period that has not been cured, the City may upon notice to the Society suspend further performance of Services until such circumstance is cured to the satisfaction of the City;
 - (e) a safety issue to which the City has requested immediate attention to continues for more than 24 hours, unless it is beyond the control of the Society to remedy within the 24 hours, as determined by the City in its sole discretion;

- (f) The Society abandons the Daycare;
- (g) The Society is adjudged bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of its insolvency; or
- (h) The Daycare is closed for more than 24 hours, unless it is beyond the control of the Society, without prior written consent of the City, other than statutory holidays and weekends.

then the City, at its option, may without prejudice to any other right or remedy it may then have or be entitled to immediately or at any time thereafter and without notice or any form of legal process, terminate this Agreement, take possession of all or any of the Premises or any part thereof in the name of the whole and expel the Society and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, any statute or law to the contrary notwithstanding and without further claim by Society for the value of the Agreement or for other damages.

20.2 The Society, at its sole discretion, shall be permitted to terminate this Agreement upon 180 days' notice to the City.

20.3 If the Society remains in possession of the Premises after the termination of the Term it shall be permitted to occupy the Premises on a month to month basis unless and until the City shall provide the Society with 30 days' notice that this Agreement will not be renewed or extended.

21. REFERENCES

21.1 Every reference to the City in this Agreement will include any person designated by the City to act for or on its behalf with respect to any provision or provisions of the Agreement.

22. NOTICES

22.1 Any notice, request or demand herein provided or permitted to be given will be sufficiently given if personally served or delivered by facsimile to the address or facsimile number as follows:

(a) The City:

City of Surrey, Surrey City Hall
 <□□insert department/division/section name>
 13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

Attention: <□□insert contact name>
 <□□insert title>

Business Telephone No.: <□□insert>
 Email: <□□insert>

(b) The Society:

<□□insert name and address>

Attention: <□□insert contact name>

<□□insert title>

Business Telephone No.: <□□insert>
Business Email: <□□insert>

22.2 Any party may at any time give written notice to the others of any change of address and after the giving of such notice the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

23. MISCELLANEOUS

23.1 This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia.

23.2 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

23.3 No amendment or modification to this Agreement will be effective unless the same has been reduced to writing and duly executed by the parties.

23.4 The schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

23.5 The Society hereby represents and warrants to the City that its signatory has been duly authorized by it to enter into this Agreement without corporate seal on behalf of the society.

23.6 The City hereby represents and warrants to the Society that its signatory has been duly authorized by it to enter into this Agreement without corporate seal on its behalf.

23.7 Time will be of the essence of this Agreement.

23.8 No waiver of any default hereunder will be binding unless acknowledged in writing by the waiving party. Any condoning, excusing or overlooking by a party hereunder of any default by the other party will not operate as a waiver of any rights hereunder in respect of any subsequent default.

23.9 This Agreement will be binding upon the City and its assigns and the Society, its successors and permitted assigns.

23.10 Words in the singular will include the plural and words in the plural will include the singular and words in the masculine gender will include feminine and neuter genders and vice versa where the context so requires.

23.11 The Licence will not be registered at the Land Title Office.

23.12 If any term, covenant or condition of this Agreement is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom.

23.13 No amendment supplement, or restatement of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement at the time of the amendment, supplement, or restatement.

24. PANDEMIC RESTRICTIONS

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

- (a) notwithstanding the known existence of the Pandemic, Section 24 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Society’s performance of the Services, such that upon the Society giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 24.1 (Workers Compensation Board Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Society will give the City immediate notice, and a written plan of the interim steps the Society will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

25. COMPLIANCE WITH COMMUNICABLE DISEASE PLAN

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

CITY OF SURREY
by its authorized signatory:

LEGAL NAME OF SOCIETY
by its authorized signatory:

NAME, TITLE
Department

NAME, TITLE

APPENDIX I – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

[Note: Specifications of Goods and Scope of Services (Schedule A) of the RFQ, as may be amended through negotiations between the City and the successful Contractor, will be incorporated into and form this Appendix I]

APPENDIX II – BUILDING SPECIFICATIONS AND FLOOR PLAN

[Note: Building Specifications and Floor Plan (Schedule A-2) of the RFQ will be incorporated into and form this Appendix II]

APPENDIX III – REPAIRS AND MAINTENANCE

[Note: Repair and Maintenance (Schedule A-1) of the RFQ, as may be amended through negotiations between the City and the successful Contractor, will be incorporated into and form this Appendix III]

APPENDIX IV – EQUIPMENT

[Note: Sample Equipment (Schedule A-3) of the RFQ, as may be amended through negotiations between the City and the successful Contractor, will be incorporated into and form this Appendix IV]

APPENDIX V – DAYCARE PROGRAM AND FEE SCHEDULE

[Note: To reflect the successful Contractor's Quotation for Daycare program and parent fee schedule, subject to any negotiations between the City and the Contractor]

APPENDIX VI – START-UP COSTS

[Note: To reflect the successful Contractor's Quotation for outlined start-up costs (i.e., furnishing equipment, start-up operational costs, etc.) subject to any negotiations between the City and the Contractor]

APPENDIX VII – PRIVACY PROTECTION SCHEDULE

Definitions

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

Purpose

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

Acknowledgements

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

Contractor's rights, under the Agreement.

Collection of Personal Information

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

Privacy Training

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

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

11. Within 5 business days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the City must advise the Contractor of the date the correction request was received by the City in order that the Contractor may comply with section 13.
13. Within 5 business days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the City, the Contractor disclosed the information being corrected or annotated.

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

Protection of Personal Information

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

Storage of and Access to Personal Information

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

Retention of Personal Information

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

Use of Personal Information

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

Metadata

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

Disclosure of Personal Information

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

or the exercise of the Contractor's rights, under the Agreement.

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

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

25. If the Contractor receives a third-party request described in section 24(a) or (b) but is unable to notify the City as required by section 24, the Contractor must instead:
- (a) use its best efforts to direct the party making the third party request for disclosure to the City;
 - (b) provide the City with reasonable assistance to contest the third party request for disclosure; and
 - (c) take reasonable steps to challenge the third party request for disclosure, including by presenting evidence with respect to:
 - (i) the control of personal information by the City as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a Society to the City;
 - (iii) the conflict between the Act and the third party request for disclosure; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third party request for disclosure.

Notice of Unauthorized Disclosure

26. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the City.
27. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Inspection of Personal Information

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

Compliance with the Act and Directions

29. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a Society, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the City under this Schedule.
30. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a Society.

31. The Contractor will provide the City with such information as may be reasonably requested by the City to assist the City in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

33. In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City may, subject to any provisions in the Agreement establishing

mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

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

APPENDIX VIII – CONFIDENTIALITY AGREEMENT

This Appendix forms part of the agreement between City of Surrey (the "Public Body") and (the " Society ") Surrey Sport and Leisure Complex Child Care Operator, Ref. No.1220-040-2023-003 (the "Agreement").

WHEREAS:

- A. The Society and the City acknowledge that the process of the Society having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Society. 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.
- B. The Society 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 Society shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Society 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 Society hereby consents to the granting of such equitable and injunctive relief.
2. The Society 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 Society may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Society'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 Society divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Society 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 Society 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 Society 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 Society 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 Society utilizes to protect its own confidential information of a similar nature.
5. The Society shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Society 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 Society may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Society, 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 Society 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 Society forthwith upon demand by the City.

- 8. The Society 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 Society 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 Society in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Society 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 Society, the Society shall provide details of such harm in accordance with section 21 of FIPPA.
- 9. The Society acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Society 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 Society 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 Society hereby acknowledges that the obligations imposed on the Society hereunder shall survive the termination of the Society's dealings or engagement with the City.
- 12. The Society 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 Society 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.

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

I/We have the authority to bind the Society.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Business Email Address: _____

Business Telephone: _____

Business Facsimile: _____

APPENDIX IX – PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time:

"prime contractor" means, in relation to a multiple-employer workplace,

- (1) The prime contractor of a multiple-employer workplace must
 - (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-040-2023-003

Project Title and Site Location: Surrey Sport and Leisure Complex Child Care Operator

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

APPENDIX X – CONTRACTOR HEALTH & SAFETY EXPECTATIONS – RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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

All Employees & Contractors:

It is everyone responsibility to:

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

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



A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):

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

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

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

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

APPENDIX B – CHILD CARE CAPITAL FUNDING PROGRAM CHILDCARE BC NEW SPACES FUND FUNDING AGREEMENT, AGREEMENT NUMBER: C2254060012024

Appendix B may be viewed and/or downloaded from the City of Surrey's Managed File Transfer Service (MFT):

Hostname: <https://mft.surrey.ca>

Logon ID surreybid

Password: Welcome

Locate Folder 1220-040-2023-003

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The City of Surrey (the “City”) is seeking the services of potential not-for-profit operators (the “Society”) experienced and qualified to operate on-site childcare services (the “Services”) at Surrey Sport and Leisure Complex, located at #100 – 16555 Fraser Highway, in Surrey, BC, V4N 0E9 (the “Daycare”).

2. PROJECT BACKGROUND

Fleetwood is one of Surrey’s most recently developed town centres that is home to a variety of natural parks, schools and recreation centres. The Daycare will reside within the Surrey Sport and Leisure Complex of which will eventually run parallel to the [Surrey Langley SkyTrain](#) extension. Through a [comprehensive community plan](#) that anticipates rapid growth along the SkyTrain extension stations, the City plans to add 20 new childcare spaces at this complex that will be operated by a Society.

Across the province, there is a significant shortage of licensed childcare spaces. To help fill this shortage, the Province’s Ministry of Children and Family Development established the Childcare BC New Spaces Fund to assist local governments in creating new, licensed childcare spaces within existing sites or in facilities under long-term user agreements with the local government. The City is undergoing a retrofit of 1 multipurpose room for the Services. Details on existing equipment and benefits of the retrofit are further detailed in section 3. The City was awarded \$800,000 in grant funds for the project with the commitment to create 20 licensed childcare spaces for families with children under age 5.

3. THE DAYCARE

3.1. The Daycare is built by the City to accommodate a childcare program with spaces for a minimum of 20 children (and a maximum of 25 children) including:

- Multipurpose Room - 20 licensed spaces for 30 months to 5 years (Group Child Care license).

3.2. Interior Space: The Daycare will be a multi-purpose room and rooftop play space retrofitted within the Surrey Sport & Leisure Complex which is located on City property. The interior retrofitted space will be one programmable room with an accessible washroom, a staff kitchen/storage space. The overall total size of the space is approximately 139 sq m (1,496 sq ft). Accessibility to a washer and dryer will be available.

3.3. Interior retrofit will include:

- Washer and dryer
- Cubbies and built-in cupboards
- Bathroom upgrades
- Art sink area upgrades

- Larger windows

The interior retrofit is planned to be complete prior to the start of the Services.

- 3.4. **Exterior Space:** The exterior space outside the Daycare includes a fenced rooftop Outdoor Activity Area at approximately 181 sq m (1,948 sq ft). Ongoing maintenance of the exterior space, fencing and surrounding parks area will be the responsibility of the City, however the Society will be expected to leave the outdoor space tidy and maintained on a daily basis.
- 3.5. Reference Schedules A-2 and for the Daycare building specifications and floor plans.

4. PROJECT OBJECTIVES

The Society will demonstrate their experience and ability to participate in all aspects related to the opening and ongoing operation of the Daycare and will be required to provide separate financial estimates related to each phase.

4.1. Operation

The Society will be responsible for finalizing all aspects of the Daycare facility and operations in order to obtain approval from the appropriate licensing authority and to be ready for commencing full operation by no later than July 1, 2023. This includes without limitation:

- (a) developing a schedule specific to the opening of the Daycare;
- (b) preparation of the physical daycare facility for opening;
- (c) ordering necessary equipment and program supplies which may include, furnishings, toys, manipulatives and other equipment required;
- (d) obtaining necessary licensing approvals;
- (e) hiring, training and orienting staff to work onsite at the Daycare as required;
- (f) marketing and promoting the new Daycare in partnership with the City; and
- (g) establishing and implementing the necessary administrative policies and procedures relating to Daycare operation, Daycare security, health and safety (including aspects related to COVID-19) protocols, Daycare educational model, Daycare enrolment, wait-listing, payment for services, etc.

The Society will operate the Daycare located at the Surrey Sport & Leisure Complex. Employees of the Daycare will be employed by the Society and will not be City employees.

4.2. Hours of Operation

The Society will determine the hours of operation for the Daycare with prior written approval from the City.

4.3. **Grant Criteria**

The Society must be able to comply with the criteria required as part of the ChildCareBC New Spaces Fund approval. These criteria may include but are not limited to:

- is a not-for-profit society;
- Offer a minimum of 20 full-time (over four hours per day) childcare spaces to children between ages 30 months – 5 years;
- Offer and provide childcare services to families eligible for the Affordable Child Care Benefit;
- demonstrate childcare services are accessible to children with extra support needs (as defined in the Child Care Licensing Regulation) and to establish policies to support inclusion of such children;
- Be enrolled in the Child Care Operating Funding (CCOF) program upon the childcare spaces becoming licensed and operational and, if eligible, simultaneous enrolment in Child Care Fee Reduction Initiative (CCFRI) or such other related successor programs as MCFD may have in place at that time;
- Remain enrolled in the above mentioned CCOF/CCFRI;
- Cooperation with the City in providing progress reports to the Province of BC in relation to this project; and
- Comply with all applicable privacy legislation. Without limiting the foregoing, the approved applicant and their child care operator(s) must ensure that any personal information they collect, use or disclose about an identifiable individual as part of the approved project is disclosed only in Canada and only in accordance with the following legislation, as applicable: Freedom of Information and Protection of Privacy Act, the Child Family and Community Service Act, the Community Care and Assisted Living Act, the Personal Information Protection Act or other applicable legislation.

4.4. **Agreement**

The term of the operating agreement between the City and the Society will be for three (3) years, with the option to renew at the end of the term for one (1) further two (2) year period on terms acceptable to both parties.

The City may terminate this agreement or take corrective action if any of the following occur:

- (a) a safety issue to which the City has requested immediate attention to continues for more than 24 hours, unless it is beyond the control of the Society to remedy within the 24 hours, as determined by the City in its sole discretion;
- (b) The Society abandons the Daycare;
- (c) The Society is adjudged bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of its insolvency; or
- (d) The Daycare is closed for more than 24 hours, unless it is beyond the control of the Society, without prior written consent of the City, other than statutory holidays and weekends.

4.5. **Governance**

The following are the primary issues related to governance:

- (a) The Daycare will operate as an independent business providing licensed childcare services;
- (b) The Society will adhere to all policies, procedures and by-laws of the City in addition to complying with all policies, procedures and by-laws required under childcare licensing regulations;
- (c) The City may conduct inspections and assessments of the operator to verify that all duties, responsibilities and obligations of the Daycare are being performed in accordance with the provisions and standards of the license and operating agreement;
- (d) The Society will not subcontract the whole or part of the work without the prior written consent of the City; and
- (e) The Society will provide the City with quarterly financial statements for the Daycare along with an operating report including but not limited to: statistics on levels of enrolment, waitlist volumes, and licensing inspection reports.

5. **SCOPE OF SERVICES**

5.1. **Conduct and Professionalism**

The Society will provide the Services in a safe, secure, high quality, service-oriented and childcentric manner in accordance with industry standards and as required by all childcare licensing bodies.

5.2. **Safety**

The City is committed to providing a safe environment for children and youth. The Society is responsible for the safety of all children, employees and equipment within the Daycare facility.

5.3. **Provincial Childcare License**

The Society will be responsible for obtaining a provincial childcare license for the facility. This license must be maintained throughout the term of the license and operating agreement.

5.4. **Childcare Fees**

The Society will be responsible in setting up childcare fees that offer both fair market value and affordable access to high quality childcare.

6. POLICE INFORMATION CHECK/VULNERABLE SECTOR CHECK

- 6.1. The City is committed to providing a safe environment for children and youth. The Society, staff and volunteers are to undergo a Police Information Check/Vulnerable Sector Check. Any associated costs will be the responsibility of the Society.
- 6.2. The Society shall have a corporate policy in place for police information check and the City reserves the right to audit the process.

[END OF PAGE]

SCHEDULE A-1 – REPAIR AND MAINTENANCE

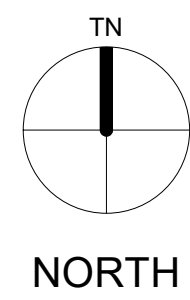
Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
1. Heating, Ventilation and Air Conditioning exclusive to or within the leased premises (excluding common equipment/systems)			
a.	Annual inspection	City	City
b.	Routine maintenance and repair	City	City
c.	Provision & replacement of filter material	City	City
d.	Cleaning of ducts	City	City
e.	Life cycle replacement (Capital Maintenance)	City	City
2. Common Heating, Ventilation and Air Conditioning (systems serving more than the leased premises)			
a.	Annual inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
3. Plumbing Systems exclusive to or within the leased premises (excluding common systems/equipment)			
a.	Preventive maintenance and repairs to hot water heating/systems	City	City
b.	Major repairs and replacement of hot water heating systems	City	City
c.	Repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	City	City
d.	Life cycle replacement of hot water systems, fixtures and piping	City	City
4. Common Plumbing Systems (systems serving more than the leased premises)			
a.	Annual inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
5. Mechanical Systems (including elevators) exclusive to or within the leased premises (excluding common systems/equipment)			
a.	Preventive maintenance and repairs	City	City
b.	Life cycle replacement	City	City
c.	Installation, maintenance and replacement of additional equipment provided and installed by the tenant requires prior approval from the City	City	City

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
6. Common Mechanical Systems (including elevators, systems servicing more than the leased premises)			
a.	Annual inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
7. Fire Protection & Suppression exclusive to the tenant space			
a.	Monthly inspection of fire extinguishers and smoke detectors within the premises	City	City
b.	Annual inspection of fire extinguishers within premises	City	City
c.	Repairs/recharging of fire extinguishers within premises	City	City
8. Common Fire Protection & Suppression (systems serving more than the leased area)			
a.	Annual inspection, maintenance and repairs of the fire alarm system	City	City
b.	Life cycle replacement of fire alarm system	City	City
c.	Annual inspection, maintenance and repair of fire sprinkler system	City	City
d.	Life cycle replacement of fire sprinkler system	City	City
9. Security Systems dedicated to or within the leased premises			
a.	System monitoring, inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
c.	Repair, replacement, rekeying of locks	City	City
d.	Provision of access cards/fobs	City	City
e.	Programming of access cards/fobs	City	City
10. Common Security Systems (systems serving more than the leased premises)			
a.	System monitoring, inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
c.	Maintenance, repair and replacement of CCTV system	City	City
11. Electrical Distribution Systems exclusive to or within the leased premises (excluding common systems/equipment)			
a.	Repairs and upgrades required by Code or initiated by CS	City	City
b.	Inspection, maintenance and repair of wiring, breakers and electrical panels	City	City
c.	Life cycle replacement of wiring, breakers and panels	City	City
d.	Repair or replacement of switches, receptacles, cover plates	City	City

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
12. Common Electrical Distribution Systems (systems serving more than the leased premises)			
a.	Inspection, maintenance and repair of electrical distribution systems to the leased premises	City	City
b.	Life cycle replacement of electrical distribution systems to the leased premises	City	City
13. Lighting Systems within the leased premises			
a.	Bulb/tube replacement for interior lighting	City	Society
b.	Annual inspection and maintenance of interior emergency/exit lighting	City	City
c.	Interior lighting ballast replacement	City	City
d.	Life cycle replacement of fixtures	City	City
e.	Cleaning of interior light fixtures	City	City
f.	Provision, maintenance, repair and replacement of portable lighting fixtures	Society	Society
14. Common Lighting Systems			
a.	Inspection, maintenance, repair, and cleaning	City	City
b.	Life cycle replacement	City	City
15. Interior Windows (interior to the leased premises)			
a.	Breakage and routine repair	City	Society
b.	Cleaning of interior and exterior	City	City
c.	Life cycle replacement	City	City
16. Exterior Windows of the Leased Premises			
a.	Breakage and routine repair	City	Society
b.	Cleaning of exterior windows	City	Society
c.	Cleaning of interior windows	Society	Society
d.	Life cycle replacement	City	City
17. Common Area Windows			
a.	Breakage and repair	City	City
b.	Cleaning	City	Society
c.	Life cycle replacement	City	City
d.	Cleaning of interior (of exterior windows)	City	Society
18. Interior Doors (interior to the leased premises)			
a.	Maintenance and repair	City	City
b.	Life cycle replacement	City	City
19. Exterior Doors of the premises			

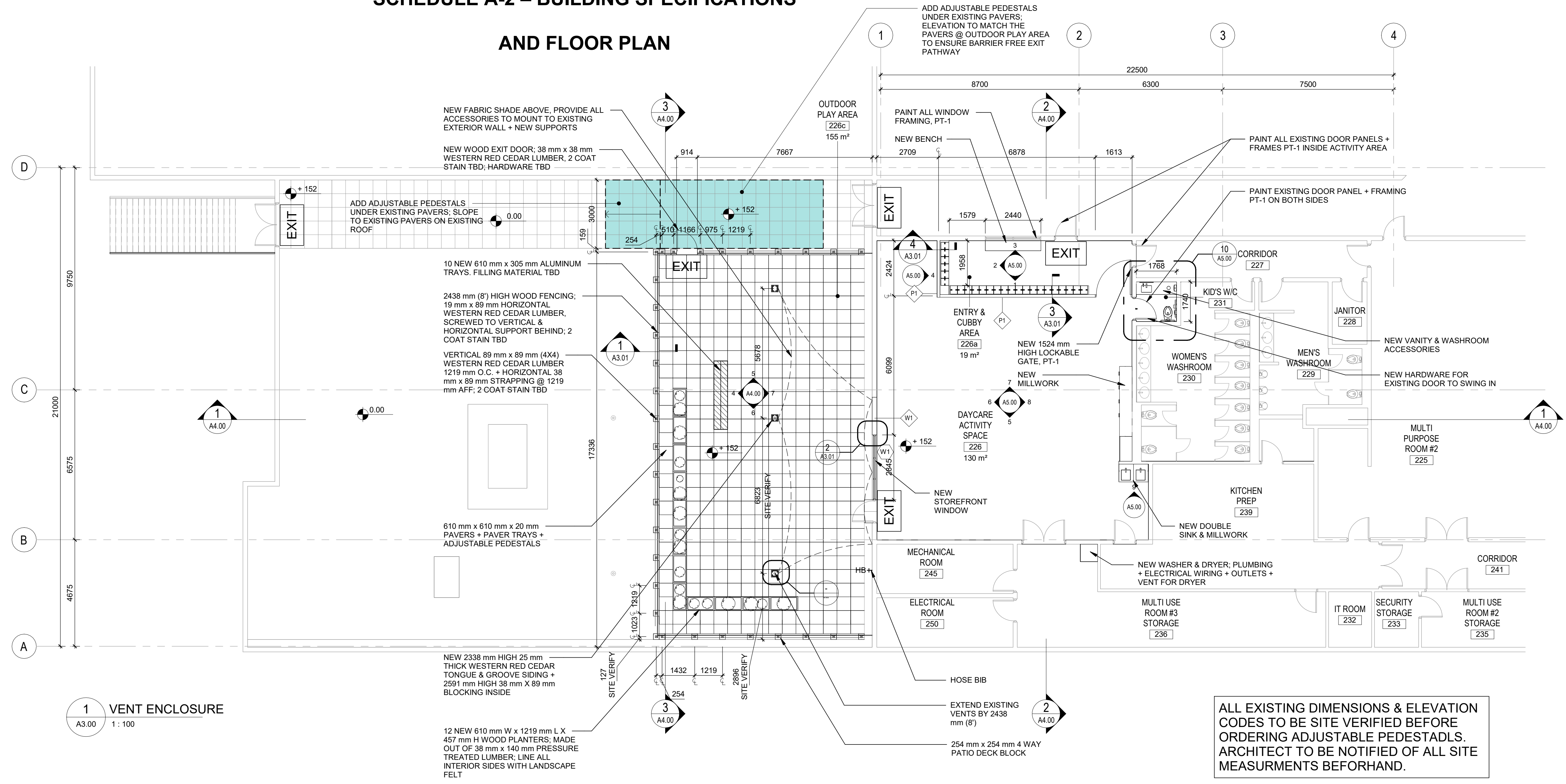
Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
a.	Maintenance and repair	City	City
b.	Life cycle replacement	City	City
20. Interior Surfaces within the leased premises			
a.	Interior life cycle repainting	City	City
b.	Maintenance and cleaning of the window applications including but not limited to blinds and curtains	Society	Society
c.	Repairs to interior walls and ceilings, including minor painting	City	Society
d.	Life cycle replacement of ceiling tiles	City	City
e.	Interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the tenant or operations	City	City
f.	Maintenance and repairs of floor coverings, including carpet and tile	City	Society
g.	Life cycle replacement of flooring	City	City
h.	Maintenance, repair, and replacement of millwork	City	Society
i.	Lifecycle Replacement of millwork	City	City
21. Interior Surfaces within Common Areas			
a.	All maintenance and repairs	City	City
b.	All capital maintenance and replacements	City	City
22. Major Structural Systems			
a.	Repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, and parking lots due to damage not related to the tenancy	City	City
b.	Repairs to painting of exterior surfaces including windows, trim, fascia, and soffits	City	City
c.	Repairs to roof (excluding structural repairs) and replacement of roof	City	City
23. Site Services			
a.	Removal of snow and ice from entrance and parking areas	City	Shared
b.	Removal of snow and ice from roof areas	City	Shared
c.	Repairs of water and sewage systems (beyond the building perimeter)	City	City
d.	Maintenance and repair of parking areas	City	City
24. Signage exterior to leased premises			
a.	Maintenance, repair and replacement (subject to prior approval of the City)	Society	Society
25. Interior Signage within the leased premises			
a.	Maintenance, repair and replacement	Society	Society
26. Permanent Play Area and Equipment (used by Daycare)			
a.	Inspection, maintenance, and repair of permanent playground equipment and structures	City	City
b.	Lifecycle replacement of permanent play equipment and structures	City	City

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
c.	Maintenance, repair and replacement of general outdoor surfaces, gates and fences	City	City
d.	Maintenance, repair and replacement of sand and fibre material	City	Society
e.	Maintenance of landscaping (plantings)	City	City
27. Janitorial Services within the leased premises			
a.	Routine janitorial/custodial services	City	Society
b.	Pest control services (interior)	City	Society
c.	Provision of washroom supplies	City	Society
d.	Garbage removal services	City	Society
28. Janitorial Services within the common areas			
a.	Routine janitorial/custodial services during program hours	City	City
b.	Routine janitorial/custodial services outside program hours	City	City
c.	Special projects and building service work including deep cleans, floor stripping and refinishing, carpet cleaning, hanging shelves, securing furniture, installation of new equipment	City	City
d.	Pest control services (interior)	City	City
e.	Provision of washroom supplies	City	City
f.	Garbage removal services	City	City
29. Appliance, Program and Other Non-installed Equipment within the premises			
a.	Inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, track lighting	City	Society
b.	Life cycle replacement of all appliances.	City	Society
c.	Replacement of all program and non-installed equipment	Society	Society
d.	Maintenance, repair, and replacement of furniture provided at the onset of the agreement	City	City
30. Renovations and Upgrades to the Leased Premises			
a.	Any upgrades, additions, enhancements, or improvements beyond what was originally provided during construction is subject to prior approval from the City, and responsibility will be dependent upon the scope of work	City	Society
31. Utilities			
a.	Electricity	City	Shared
b.	Gas	City	Shared
c.	Water and Sewer	City	Shared
32. Business Operations			
a.	Telephone, internet & cable services	City	Society
b.	Insurance (Commercial General Liability, business interruption, contents, etc.)	Society	Society
c.	Supplies and equipment, including for bathroom and kitchen	Society	Society
d.	Building Insurance	City	City



SCHEDULE A-2 – BUILDING SPECIFICATIONS

AND FLOOR PLAN



ALL EXISTING DIMENSIONS & ELEVATION CODES TO BE SITE VERIFIED BEFORE ORDERING ADJUSTABLE PEDESTALS. ARCHITECT TO BE NOTIFIED OF ALL SITE MEASUREMENTS BEFOREHAND.

O4 ARCHITECTURE

2386 Oak Street
Vancouver, BC, V6H 4J1, Canada
(604) 305 0315
o4architecture.ca



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The contractor shall verify all dimensions on site according to the contract documents. Notes and dimensions on architectural plans shall be checked and verified with structural, mechanical, plumbing and any other drawings included in the contract documents. Any discrepancies in notes and/or dimensions shall be brought to the immediate attention of the architect prior to commencing work. Do not scale drawings under any circumstances.

2 ISSUED FOR 90% 2022.11.25
1 ISSUED FOR 60% 2022.10.18

ISSUED FOR 90%

PROJECT

SSL DAYCARE RENOVATION

16555 FRASER HWY #100, SURREY, BC V4N 0E9

SEAL

PROJECT #: 220504
SCALE: AS INDICATED
DRAWN BY: MINA PARSIAN
CHECKED BY: MIKE MAMMONE

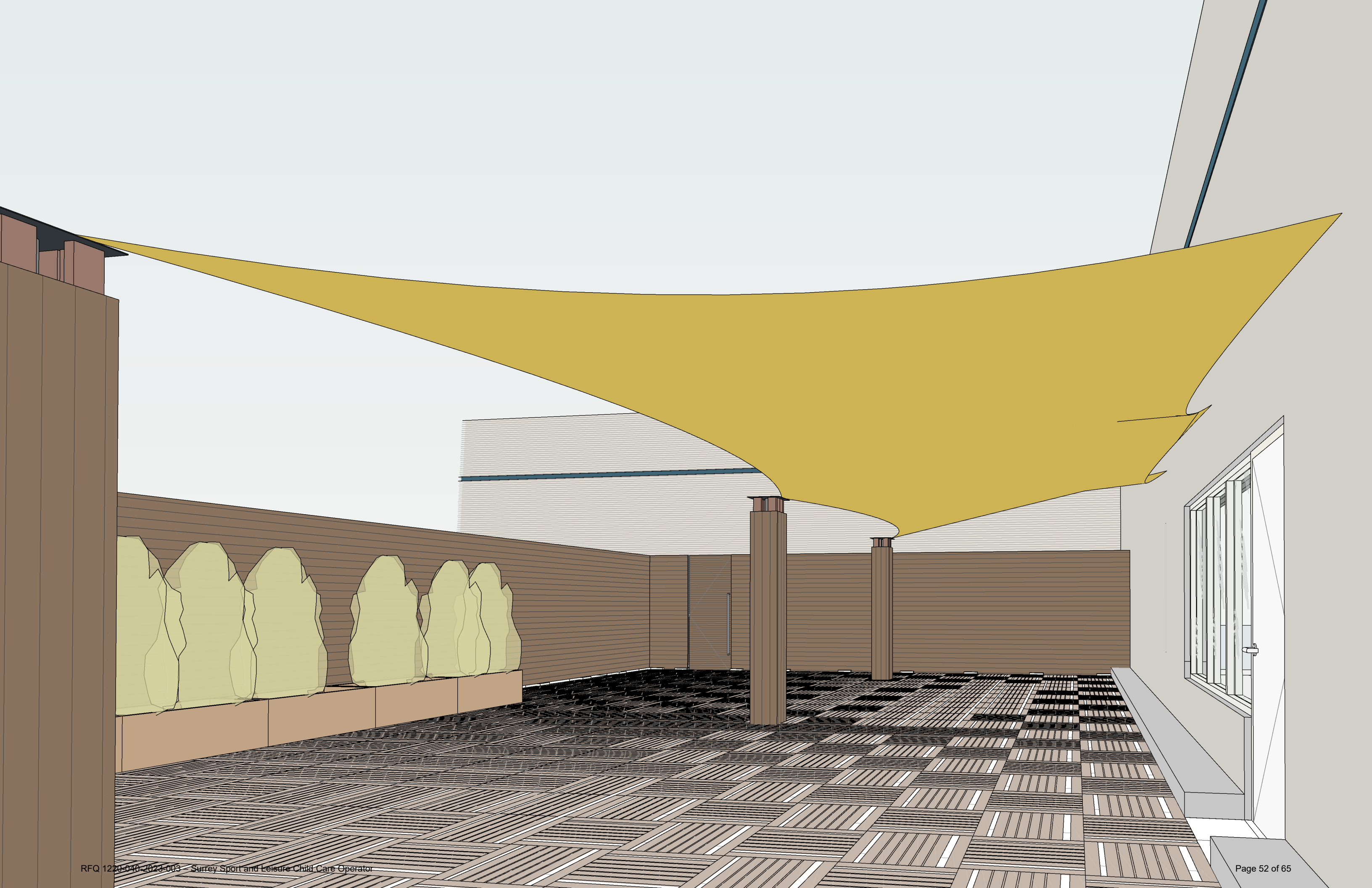
SHEET TITLE

FLOOR PLAN

A3.00











SCHEDULE A-3 – SAMPLE EQUIPMENT

Below is a list of equipment (sample only) that the City may be providing for the purpose of this RFQ. Please note that the City will be working collaboratively with the successful Society to finalize this list and may outline equipment provided by the Society as recommended in their Submission as well as the City's equipment offering.

Provided by	Description	Store	Quantity
City	Tables	Quality Classrooms (704111)	4
City	Chairs 10" (2 Park)	Quality Classrooms (501756)	2
City	Chairs 12" (2 Park)	Quality Classrooms (501757)	2
City	Chairs 14" (2 Park)	Quality Classrooms (501758)	4
City	Up And Down Stairs	Quality Classrooms (501613)	2
City	City Reading Hideaway	Quality Classrooms (701927)	1
City	Library Book Shelf	Quality Classrooms (701898)	2
City	Folding Storage Unit	Quality Classrooms (701779)	4
City	Drying Rack	Quality Classrooms (702408)	2
City	Carpets Oval (Gb)	Quality Classrooms (701991)	2
City	Carpets Rectangle (Gb)	Quality Classrooms (701982)	2
City	Bulletin Board Large	Staples Quartet Prestige Black 48 X 36	2
City	Bulletin Board Sm/Med	Staples Quartet Prestige Black 24 X 36	2
City	Light Table	Quality Classrooms (703071)	1
City	Art Easel	Quality Classrooms (702393)	2
City	Sand/Water Table	Quality Classrooms (702188-20)	1
City	Sand/Water Table	Quality Classrooms (702188-24)	1
City	Contemporary Patchwork Mat	Quality Classrooms (212099)	1
City	Contemporary Over & Under Climber	Quality Classrooms (212103)	1
City	Contemporary Toddler Blocks	Quality Classrooms (212098)	1
City	4 In 1 Kitchen	Quality Classrooms (702469)	1
City	Round Table & 2 Chairs	Quality Classrooms (201051)	1
City	Rotating Dress Up Storage	Quality Classrooms (210270)	1
City	2 In 1 Toddler Kitchen	Quality Classrooms (501267)	1
City	Mud Kitchen	Quality Classrooms (704245)	1
City	Play House	-	1
City	Storage Shed	Home Depot	1
City	Walker Tricycle	Quality Classrooms (501168)	2
City	Small Tricycle	Quality Classrooms (501165)	2
City	Toddler Ride On (Set Of 2)	Quality Classrooms (501029)	1
City	4 Ringed Basketball Stand	Quality Classrooms (501375)	1
City	Basketball Stand	Quality Classroom (210311)	1
City	Outdoor Easel	Kool & Galt (350-19786)	1



SCHEDULE B – FORM OF QUOTATION

RFQ Title: **Surrey Sport and Leisure Child Care Operator**

RFQ No: 1220-040-2023-003

Organization Structure and Status

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

Business Website: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services:**
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Standard Certificate of Insurance](#);
 - (d) City of Surrey or Intermunicipal Business License: Number _____;
 - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
 - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.
 - (i) Provide year of incorporation
 - (ii) Provide a copy of your certificate of incorporation and/or non-profit status and charitable registration.

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

Requested Departure(s):

Please State Reason for the Departure(s):

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s)

Please State Reason for the Departure(s):

Organization Current Operations

(use the spaces provided and/or attach additional pages, if necessary)

8. Contractors should provide information on each of the childcare centres currently operated by your organization including:
- (a) Centre Name
 - (b) Centre Address
 - (c) Hours and Days of Operation
 - (d) Number of years it has been operated by your organization
 - (e) Total number of part time childcare spaces
 - (f) Total number of full time childcare spaces

9. Contractors should provide information on the types of childcare services and programs that your organization offers;

10. Description of policies and practices which demonstrate a commitment to quality, affordability and accessibility in providing childcare services to a diverse range of children and families;

11. Length of services of existing employees;

12. Any existing mechanisms for parental input about their childcare services that are in place;

13. Description on the process used to evaluate service levels and parent satisfaction;

14. Examples of building positive and collaborative relationships with the community, City and other levels of government;

15. Examples of the Contractor's engagement with other child development service providers in service planning and coordination of service delivery; and

16. If applicable, please provide the relationship or level of involvement between your organization and the party who has contracted you to provide childcare services.

Experience related to Childcare Planning and Set-up

(use the spaces provided and/or attach additional pages, if necessary)

- 17. Describe your organization’s experience providing consultation to third parties on planning for daycare operations. Please describe your organization’s experience related to the opening and operating of a new daycare centre.

Resources

(use the spaces provided and/or attach additional pages, if necessary)

- 18. Contractor’s capital contributions to the site, equipment resources, capability and capacity as relevant (including equipment resources under the Contractor’s control, fundraising efforts for the purchase of additional equipment resources to be purchased).

- 19. Contractors should identify and provide the background, training and experience of all key personnel who will be involved in the opening and operation of the proposed child care facility. Include the below information for each individual:

Key Personnel

Name: _____

Experience: _____

Length of Service and dates employed: _____

Daycare/Project Name: _____

Responsibilities: _____

Financial Viability

(use the spaces provided and/or attach additional pages, if necessary)

- 20. Provide a letter of reference from your financial institute along with the last three years of Audited Financial Statements.

References

(use the spaces provided and/or attach additional pages, if necessary)

21. Contractor's references (name, email and telephone number) who can comment on the service and quality of your childcare services. The City's preference is to have a minimum of three references from:
- one parent who has obtained childcare services from your organization;
 - a third party for whom you operate on-site childcare (if applicable) OR a second parent who has obtained childcare services from your organization; and
 - a licensing officer

Previous clients of the Contractor may be contacted at the City's discretion.

Experience, Reputation and Resources:

(use the spaces provided and/or attach additional pages, if necessary)

22. Provide a narrative that illustrates an understanding of the City's requirement for the Goods and Services.

23. Organization and Childcare Philosophy: Describe your organization's vision for high quality, inclusive and affordable childcare program philosophy, sample child development program plan, and pedagogy/curriculum.

24. **City of Surrey and Parental Involvement:** The Contractor will be an independent party not related to the City. However, it is expected that the Contractor will develop an appropriate governance model that will allow the City and the parents of the daycare to have a voice in the ongoing operation and services provided either through representation on a board structure or through another similar body. The Contractor should provide a description of a proposed model to be used to achieve this desired level of involvement.

The Contractor should also provide examples within current operations that support parental involvement or visits on-site during daycare hours.

25. **Staff Training & Development:** Please describe your organization's ongoing commitment to development of employees in terms of investment in time and dollars.

26. **License and Operating Agreement:** Describe your experience in handling similar to the Sample License and Operating Agreement as attached as Attachment 1 including: proposed payment of share of common area costs including and without limitation, applicable utilities. Identify any special terms and conditions that the Contractor wishes to include in the Sample License or Operating Agreement should also be outlined.

27. **Start Up Budget:** Provide a sample start-up budget including costs related to furnishing, equipment, and start-up operational costs. Any recommendations for City grants or funding should be outlined by the Contractor.

28. **Operating Budget:** The Contractor should:

(i) provide a sample consolidated budget and a separate operating budget for the 30 months to 5 years program. The operating budgets should identify: Labour Costs, Facilities/Maintenance Costs, Program Costs, and Administration Costs;

(ii) provide an outline of proposed daycare fees (monthly, waitlist, deposit, late fees, etc.) and options for daycare services provided (i.e., full-time, part-time, etc.)

(iii) identify any services or supplies that are included or excluded in the proposed fees (i.e., snacks, lunch, diapers, etc); and

(iv) provide sample staffing levels

29. **Implementation Plan:** Describe an implementation plan including all activities necessary of the Services start-up meeting the operational deadline as outlined in Schedule A. Such activities may include, but not limited to:

(i) Ordering all necessary equipment and supplies which may include furnishing, toys, manipulatives, etc.;

(ii) Staff hiring, training and development to work onsite at the Daycare;

(iii) Marketing and promoting the new Daycare in partnership with the City;

(iv) Establishing and implementing necessary administrative policies and procedures relating to Daycare operations, Daycare Security;

(v) Implementing health and safety guidelines, including all protocols related to COVID-19; and

(vi) Establishing Daycare educational model, Daycare wait-list policy.

30. **Innovation:** Describe any specific aspects of your programming or service delivery that sets your organization apart from other childcare providers.

31. **Community:** Explain your level of understanding and current involvement within Surrey.

32. **Capacity for Expansion:** Explain how your organization would be able to accommodate possible future growth and explain of licensed childcare programs.

33. **Compliance**

(i) provide information that demonstrates your ongoing level of compliance with provincial childcare licensing requirements. The Respondent should also identify how it intends to comply with the City of Surrey policies relating to inclusive and accessibility; and

(ii) describe the Respondent's ability to demonstrate expertise, examples of inclusive practices, outcomes for families and children/accessible practices, customer experience on access and affordability strategies, how do current practices promote and support choices for families and additional support for children with special needs.

34. **Value Added Services:** The Respondent should provide a description of value added, innovative ideas and unique services that the Respondent can offer to implement the City's requirements relevant to the scope of Services described in this RFQ. Unless otherwise stated, it is understood that there are no extra costs for these goods and services.

35. **Environmental and Social Responsibility:** Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction.

36. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 202_.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)