



## REQUEST FOR PROPOSAL (RFP)

RFP TITLE:

**Cultus Lake Park Security Service RFP**

RFP NUMBER: RFP #02.2023

DATE ISSUED: December 22, 2023

CLOSING DATE/TIME: January 18, 2024, at 4:00pm PST

CLOSING LOCATION: 4165 Columbia Valley Highway, Cultus Lake BC V2R 5B5

CONTACT PERSON: Rachel Litchfield, Manager of Corporate Services /  
Corporate Officer  
[rachel.litchfield@cultuslake.bc.ca](mailto:rachel.litchfield@cultuslake.bc.ca)



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## **DELIVERY OF PROPOSALS**

Proposals **must** be in English and may be submitted by using the e-bidding key on BC Bid, email, or delivered to the Cultus Lake Park office, in accordance with the requirements set out in Part B Section 2.0, cited as RFP Process Rules.

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid requirements and e-bidding key requirements (found at [www.bcbid.ca](http://www.bcbid.ca)). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

**Email submission:** Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to [rachel.litchfield@cultuslake.bc.ca](mailto:rachel.litchfield@cultuslake.bc.ca) in accordance with the instructions in Part B Section 2.4 of this RFP.

**Hard copy submission:** Proponents may submit two (2) hard copies and one (1) electronic copy of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**4165 Columbia Valley Highway, Cultus Lake, BC V2R 5B5**

**Attention: Rachel Litchfield, Manager of Corporate Services / Corporate Officer**

Regardless of submission method, proposals must be received before Closing Time to be considered.

**A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.**



**CONFIRMATION OF PROPONENT’S INTENT TO BE BOUND**

The enclosed proposal is submitted in response to the referenced Request for Proposal, including any Addenda. By submitting a Proposal, the Proponent agrees to all the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposal;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

Proponent name (please print): \_\_\_\_\_

Name of authorized representative (please print): \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

**Cultus Lake Park CONTACT:** Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents. Please note that questions sent to any other email will not be answered.

Rachel Litchfield,  
Manager of Corporate Services / Corporate Officer  
[rachel.litchfield@cultuslake.bc.ca](mailto:rachel.litchfield@cultuslake.bc.ca)

The cut-off for submitting any questions related to this RFP to the Cultus Lake Park Contact will be 48 hours before the Closing Time. Questions received after this time will not be answered.

**PROPONENTS’ MEETING**

A Proponents’ meeting will be mandatory prior to the award of RFP, to be arranged one (1) week prior to Closing Date.



## **PART A – INTRODUCTION**

This document is a Request for Proposal (RFP) for the services below and does not obligate Cultus Lake Park Board to accept responses from eligible contractors.

Cultus Lake Park is the recreation destination for fishing, kayaking, paddle-boarding, hiking, swimming and so much more! Located only 11 kilometers south of the Chilliwack River, it is the gem of the Fraser Valley.

Cultus Lake Park Board operates Sunnyside Campground providing 600 campsites and holds 480 residential homes along with approximately 21 commercial components. Cultus Lake Park has become a must-see tourist destination for the Lower Mainland, Northern United States, and Alberta, as well as for international travelers. It is estimated that between two (2) to three (3) million people visit the area each year.

Cultus Lake Park Board is seeking Proposals from qualified contractors to provide security Services for:

- **Sunnyside Campground, residential and public areas of the Park during our busy season running approximately from late March/early April to early October each year.**
- **Over the busy season we will require the following approximate number of hours for security services:**
  - **Sunnyside Campground - 1,160 hours for Shift Lead and 4,900 hours for security staff.**
  - **Residential and Public Areas – 650 hours for Shift Lead and 1,250 hours for security staff.**
- **Required services - to provide uniformed security that are able to enforce bylaws in the above noted areas at Cultus Lake Park.**

The RFP establishes minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the contractor's bid response. Carefully examine the specifications, conditions, and limitations.

Responses to this RFP are due by **4:00 pm Pacific Standard Time on January 18, 2024**. Late submittals will be rejected.



## **PART B – INSTRUCTIONS TO CONTRACTORS**

### **1.0 PURPOSE AND GENERAL CONDITIONS**

#### **1.1 Purpose**

The purpose of this Request for Proposals (“RFP”) is to solicit Proposals from Proponents to enter into a Service Contract agreement with Cultus Lake Park (CLP) for uniformed security services that are able to enforce bylaws at Cultus Lake Park for the following areas:

- **Sunnyside Campground;**
- **Residential areas; and**
- **Public areas of the Park.**

The Contract is for a five (5) year term with the option for a single five (5) year extension. The Contract is planned to commence on March 28, 2024. CLP intends to evaluate all Proposals, select a preferred Proponent, and negotiate a Service Contract with that Proponent.

Although the primary component of this Contract will be uniformed security Services, the precise volume of services required may vary over the life of the Contract.

Cultus Lake Park is seeking Contract services for the enforcement of Cultus Lake Park’s bylaws under two (2) divisions; Sunnyside Campground, and Residential and Public Areas. Services will be provided for the enforcement of Sunnyside Campground bylaws to provide for the enjoyment of visitors and guests.

In addition, enforcement of Cultus Lake Park’s Main Beach, and Public Areas. This includes, but is not limited to enforcement of parking, noise, garbage, enforcement of a smoke free park, burning conditions and restrictions, enforcement of “no alcohol” in Public Areas, littering, all while providing exceptional customer service.

#### **1.2 General Conditions**

All interested parties must comply with the terms and conditions set out in this Request for Proposals.

### **2.0 RFP PROCESS RULES**

#### **2.1 Definitions**

Throughout this Request for Proposals, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP including amendments to the RFP;

“**BC Bid**” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

“**Closing Location**” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

“**Closing Time**” means the closing time and date for this RFP as set out on the cover page of this RFP;



**“Contract”** means the written agreement resulting from the RFP executed by CLP and the successful Proponent;

**“CLP”** means Cultus Lake Park;

**“CLP Contact”** means the individual named as the contact person for CLP in the RFP;

**“CLP Electronic Mail System”** means the electronic mail system of CLP;

**“Information Meeting”** is intended to provide Proponents with an opportunity to ask questions, gather additional information, or express concerns related to a specific Request for Proposals (RFP);

**“the Park”** means the Cultus Lake Park;

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

**“Property”** means the lands and premises municipally known as Cultus Lake Park in the province of British Columbia;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to Contract, that submits a Proposal in response to the RFP;

**“Proposal”** means a written response to the RFP that is submitted by a Proponent;

**“Request for Proposals” or “RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by Addenda;

**“Services”** has the meaning set out in “Scope of Services”;

**“Term”** means length or duration of Contract;

**“Equipment”** means all equipment owned or rented by CLP.

## 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda. A Proposal **must** be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s Proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP, and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For Proposals submitted via BC Bid, an attachment of the e-bidding key to an electronic Proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

## 2.3 Proposal

Proposals must include a price for provision of the Services as outlined in Scope of Services.





## 2.4 Submission of Proposal

- a) Proposals **must** be submitted before Closing Time to the Closing Location using one (1) of the submission methods set out on the cover page of this RFP. Proposals **must not** be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, CLP receives a complete Proposal.
- b) Paper submissions **must** be submitted in a sealed package marked “CONFIDENTIAL” and including all attachments or enclosures before the Closing Time. The submission instructions for Proposals are provided in **Part C – FORM OF PROPOSAL**.
- c) Contractors **must** submit TWO (2) hard copies of the Proposal. Contractors may also submit one (1) electronic copy of their entire Proposal in the same format described above on a USB stick.
- d) Only the English language may be used in responding to this RFP.
- e) Proposals received after the Closing Time or in locations other than the address indicated in **PART A – INTRODUCTION**, may or may not be accepted and may or may not be returned.
- f) Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the contractor’s name and the RFP title and reference number.
- g) Proposals are revocable and may be withdrawn at any time before the Closing Time.
- h) All costs associated with the preparation and submission of the Proposal, including any costs incurred by the contractor after the Closing Time, will be borne solely by the contractor.
- i) For electronic submissions (BC Bid or email), the following applies:
  - Email submissions should be marked “CONFIDENTIAL – REQUEST FOR PROPOSALS Cultus Lake Park Security” in the subject line;
  - The Proponent is solely responsible for ensuring that the complete electronic Proposal including all attachments, is received before Closing Time;
  - The maximum size of each attachment must be less than 25 MB (Proponents are solely responsible for ensuring that email Proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);
  - Proponents should submit email Proposal submissions in a single email and avoid ending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email Proposal submission (e.g. “email 1 of 3, email 2 of 3...”);



- For email Proposal submissions sent through multiple emails CLP reserves the right to seek clarification or reject the Proposal if CLP is unable to determine what documents constitute the complete Proposal;
  - Attachments **must** not be compressed, **must** not contain a virus or malware, **must** not be corrupted, and **must** be able to be opened by CLP staff. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. CLP may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- j) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid's registration process may take two (2) business days to complete. An electronic Proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent.
- k) For email Proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.11 Changes to Proposals, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- l) CLP strongly encourages Proponents using electronic submissions to submit Proposals with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before Closing Time.
- m) The Proponent bears all risks associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and CLP's Electronic Mail System or BC Bid.
- n) While CLP may allow for email Proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before Closing Time. If CLP's Electronic Mail System rejects an email Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its Proposal after Closing Time. The Proponent is strongly advised to contact the CLP Contact immediately to arrange for an alternative submission method if:
- i. The Proponent's email Proposal submission is rejected by CLP's Electronic Mail System; or
  - ii. The Proponent does not receive an email confirmation from CLP confirming receipt of the email and all attachments within one (1) hour of the time the email Proposal submission was sent by the Proponent.
  - iii. An alternate submission method may be made available, at CLP's discretion, commencing one (1) half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete Proposal (and all attachments) submitted using an approved alternate submission method is received by CLP before the Closing Time. CLP makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's Proposal is received before Closing Time.



## **2.5 Additional Information**

Although CLP believes that the information contained in this material is accurate, it makes no representation or warranty to that effect, and Proponents must verify any and all information on which they may rely in preparing and submitting their Proposals.

## **2.6 Addenda**

All Addenda will be posted on BC Bid and the Cultus Lake Park Bids/Tender/RFP page. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

## **2.7 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by CLP at the Closing Location will prevail whether accurate or not.

## **2.8 Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.

## **2.9 Pricing**

Prices will be linked to CPI for the entire Contract period unless the RFP specifically states otherwise. Pricing is to be submitted, as part of the Proposal.

## **2.10 Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Proponent at no additional charge.

## **2.11 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals. Upon Closing Time, all Proposals become irrevocable. The Proponent will not change any part of its Proposal after the Closing Time unless requested by CLP for purposes of clarification.



## 2.12 Conflict of Interest/No Lobbying

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with CLP.

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed sub-Contractor, may, in CLP's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, Proponent or representative of CLP involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the CLP Contact prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, Proponent or representative of CLP, including members of the evaluation committee and any elected officials of CLP, or with the media, may result in disqualification of the Proponent.

## 2.13 Sub-Contractors

- a) Unless the RFP states otherwise, CLP will accept Proposals where more than one (1) organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. CLP will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-Contractors, if applicable.
- b) All sub-Contractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c) A Proponent may not sub-Contract to a firm or individual whose current or past corporate or other interests, may, in CLP's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, Proponent or representative of CLP involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed sub-contractor might be in a conflict of interest, the Proponent should consult with the CLP Contact prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- d) Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. No additional sub-contractors will be added, nor other changes made to this list in the Contract without the written consent of CLP.



## 2.14 Evaluation

All Proposals received in response to this RFP will be evaluated and the Proponent judged to have the “best overall Proposal” will be selected to enter into negotiations leading to a Service Contract with CLP for this work.

- a) Proposals will be assessed in accordance with the evaluation criteria. CLP will be under no obligation to receive further information, whether written or oral, from any Proponent. CLP is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) CLP may consider and evaluate any Proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

## 2.15 Contract

- a) By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with CLP on substantially the same terms and conditions set out in **Scope of Services** and such other terms and conditions to be finalized to the satisfaction of CLP, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or Services until the occurrence of both such events.
- c) If negotiations are unsuccessful, the next highest rated Proponent may be deemed to be the Preferred Proponent and negotiations would commence with them. It is the Proponent’s responsibility to ensure that CLP has received a complete RFP. All communications shall be conducted in English.
- d) Proponents should be aware that CLP may:
  - i. negotiate or otherwise deal with any Proponent at anytime;
  - ii. amend the RFP at any time;
  - iii. reject any or all Proposals for any reason; or
  - iv. the lowest or any other Proposal will not necessarily be accepted.
- e) The Preferred Proponent’s Proposal, or any portion of it accepted by CLP, will form a part of the Service Contract.

If CLP selects a Preferred Proponent, then it may:

- a) Enter into a Contract with the Preferred Proponent; or
- b) Enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract, including financial terms. If discussions are successful, CLP and the Preferred Proponent will finalize the Contract; or



- c) If at any time CLP reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event CLP may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

### **2.16 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to CLP within 30 days of notification of the successful Proponent, CLP may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

### **2.17 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with CLP within two (2) weeks of the Contract being awarded.

### **2.18 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations with CLP, if any. CLP will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **2.19 Limitation of Damages**

By submitting a Proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### **2.20 Liability for Errors**

While CLP has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by CLP, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### **2.21 No Commitment to Award**

This is a Request for Proposals and is not a Contract tender call. No contractual, tort or other legal obligations are created or imposed on CLP by this RFP, or by submission of any Proposal, or by consideration of, or failure or refusal to, consider any Proposal by CLP. This initiative is subject to a successful public process and subject to approval from the Board. Further, the Service Contract with the RFP, when executed, is the sole source of any contractual obligation on CLP with respect to the Project.



The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit CLP in any way to award a Contract.

## **2.22 No Implied Approvals**

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or licence pursuant to any federal, provincial, regional district or municipal statute, regulation, or bylaw.

## **2.23 Legal Entities**

CLP reserves the right in its sole discretion to:

- a) Disqualify a Proposal if CLP is not satisfied that the Proponent is clearly identified;
- b) Prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to CLP that the Proponent has the power and capacity to enter into the Contract;
- c) Not to enter into a Contract with a Proponent if the Proponent cannot satisfy CLP that it is the same legal entity that submitted the Proponent's Proposal; and
- d) Require security screenings for a Proponent who is a natural person, sub-contractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a sub-contractor or key personnel that fail to pass the security screenings to CLP's satisfaction.

## **2.24 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, CLP reserves the right, in its sole discretion:

- a) To modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) In accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) To waive any non-material irregularity, defect or deficiency in a Proposal;
- d) To request clarifications from a Proponent with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Proposal;
- e) To reject any Proposal due to unsatisfactory references or unsatisfactory past performance under Contracts with CLP, or any material error, omission or misrepresentation in the Proposal;
- f) At any time, to reject any or all Proposals; and
- g) At any time, to terminate the competition without award and obtain the goods and Services described in the RFP by other means or do nothing.



## 2.25 Ownership of Proposals

All Proposals and other records submitted to CLP in relation to the RFP become the property of CLP and, subject to the provisions of the ***Freedom of Information and Protection of Privacy Act*** and the RFP, will be held in confidence. For more information on the application of the Act, go to [https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96165\\_00](https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96165_00)

## 2.26 Copyright

This document is subject to copyright and may be used, reproduced, modified, and distributed to the extent necessary for the Proponent to prepare and submit a Proposal.

## 2.27 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with CLP in order to obtain access to confidential materials relevant to preparing a Proposal.

## 2.28 Alternative Solutions

If in addition to proposing Services which meet the requirements, the contractor wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution should be provided separately in the Proposal. Cultus Lake Park Board actively encourages creative ideas, 'outside the box thinking' and a next generation approach in all aspects of the security Service management for this Contract.

## 2.29 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any sub-contractors. If the RFP requires Proponents to provide CLP with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to CLP. Such written consents should specify that the personal information may be forwarded to CLP for the purposes of responding to the RFP and used by CLP for the purposes set out in the RFP. CLP may at any time request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to CLP.

## 2.30 Trade Agreements

This RFP is covered by trade agreements between CLP and other jurisdictions, including the following:

- 2.30.1 Agreement on Internal Trade;
- 2.30.2 New West Partnership Trade Agreement; and
- 2.30.3 Trade, Investment and Labour Mobility Agreement; and
- 2.30.4 World Trade Organization Agreement on Government Procurement. For more information, Proponents may contact the Government Contact.





### **3.0 EVALUATION AND SELECTION**

#### **3.1 Objectives**

CLP seeks Proposals that will:

- Minimize costs;
- Provide high quality, proven security Service.

#### **3.2 Proposal Evaluation**

CLP will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal. The specific criteria will include, but not be limited to:

- Demonstrated experience of security service provision
- Strength and Quality of Contractor Management Team
- Experience in managing security Contracts
- Overall organizational expertise
- Commitment to customer service
- Flexibility and ability to manage contingencies and change
- Client references
- Competitiveness of pricing
- Consistency and appropriateness of price increases and/or fluctuations
- Insurance coverage
- Quality and Completeness of Proposal Submission

### **4.0 ADDITIONAL INFORMATION**

#### **4.1 Clarifications**

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



## 5.0 CONTRACT

### 5.1 Negotiation of Contract and Award

If CLP selects a Preferred Proponent, then it may:

- Enter into a Contract with the Preferred Proponent; or
- Enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract, including financial terms. If discussions are successful, CLP and the Preferred Proponent will finalize the Contract; or
- If at any time CLP reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event CLP may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.



## **PART C – FORM OF PROPOSAL**

### **1.0 INTRODUCTION**

- 1.1** This **PART C - FORM OF PROPOSAL** contains the format and information requested by Cultus Lake Park Board to be contained in the Proposal.
- 1.2** The Proposal should contain the following Sections, as more particularly described in this **PART C – FORM OF PROPOSAL** under the heading “Submission Instructions”.
- a) Proposal Declaration Form;
  - b) Pricing;
  - c) Contract Duration and Years;
  - d) Billing Rates;
  - e) Terms of Payment;
  - f) Insurance Requirements;
  - g) WorkSafe BC Requirements;
  - h) Amendments/Addenda, Questions and Answers;
  - i) Deviations and Variations;
  - j) Company Profile;
  - k) References;
  - l) Sub-Contractors; and
  - m) Requirements Overview.



**PROPOSAL DECLARATION FORM**  
**[Contractor's Letterhead]**

**To: [Insert submission location]**

**Attention: [Insert contact person]**

Capitalized terms have the definitions given in the RFP.

In consideration of Cultus Lake Park Board's agreement to consider Proposals in accordance with the terms of the RFP, the contractor hereby submits its Proposal in accordance with the following:

**1.0 PROPOSAL**

The Contractor acknowledges that:

- a) This Proposal Declaration Form has been duly authorized and validly executed;
- b) the Contractor has received, read, examined, and understood the entire RFP including all the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda; and
- c) Cultus Lake Park Board reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations or other investigations on the contractor, and by submitting a Proposal, the contractor agrees that it consents to the conduct of all or any of those investigations by Cultus Lake Park Board.

**2.0 NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION**

The contractor confirms that there is no officer, director, shareholder, partner or employee or other person related to the contractor's or the contractor's proposed sub-contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) An employee of Cultus Lake Park Board or;
- b) related to or has any business or family relationship with any employee of Cultus Lake Park Board such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by Cultus Lake Park Board except as set out below:

***[The contractor is conclusively deemed to have declared "none" unless the contractor deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]***



**3.0 NO COLLUSION OR FRAUD**

The contractor now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that the contractor is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

**[The contractor is conclusively deemed to have declared “none” unless the contractor deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion.]**

IN WITNESS TO THE ABOVE, the contractor has executed this Proposal Declaration Form and submits same with the attached Proposal:

\_\_\_\_\_  
Authorized Signatory for the Contractor

\_\_\_\_\_  
Name and Title (please print)

\_\_\_\_\_  
Date



## SUBMISSION INSTRUCTIONS

The following describes the format and information to be provided by the contractors in the Proposals. The paragraph titles and numbers in the Proposal should correspond to the paragraph titles and numbers below.

### 1.0 PROPOSAL DECLARATION FORM

- 1.1 Each contractor should submit with its Proposal a signed Proposal Declaration Form substantially as set out in this **PART C – FORM OF PROPOSAL**, or as otherwise acceptable to Cultus Lake Park Board.

### 2.0 PRICING

- 2.1 The contractor should provide the following information:
- a) Fees which will remain firm until the first anniversary of the date of the execution of the agreement and thereafter be subject to an increase during the term once per year of the Term by a percentage not to be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the calendar year immediately preceding the applicable January 1st of the current calendar year.
  - b) a total maximum fee for the services, inclusive of all disbursements and taxes (except GST, which is to be shown separately), showing all costs associated with the project tasks and deliverables as outlined in the **PART C – Form of Proposal, Scope of Services**;
  - c) the contractor, having reviewed all terms, conditions and requirements set out in the RFP and the attachments thereto, will provide the following pricing which projects the total cost of the completed service. The costs will be broken down to allow for analysis (e.g. equipment costs, training, support, etc.);
  - d) fully describe all fees and/or fee arrangements pertaining to the provision of the Services. (Note: Where fees are not described for a particular requirement of the Contract, it will be deemed that the requirement is supplied at no cost to Cultus Lake Park Board); and
  - e) fully describe all fees that Cultus Lake Park Board may incur as a result of the contractor setting up and administering any special, (i.e. 'preferred') agreements that may be put in place during the term of the Contract.

### 3.0 CONTRACT DURATION AND YEARS

- 3.1 The proposed duration of this Contract is a five (5) year term with the option for a single five (5) year extension at the Cultus Lake Park Board discretion, always provided that such extension is mutually agreeable. Any subsequent extension of this term will be at the sole discretion of Cultus Lake Park Board. Unit prices for security Services are to be specified over the five (5) year term with the option for a single five (5) year extension of the Contract and entered accordingly into the pricing matrixes below. Any pricing changes from year to year should be clearly indicated.



Although every effort will be made to meet the target inception date of March 28, 2024, contractors should be aware that this could change as a result of a number of factors including, but not limited to transitional planning.

**Table 1 Contract Duration and Dates**

Year 1	Year 2	Year 3	Year 4	Year 5
March 31, 2024– October 15, 2025	Apr 4, 2025 – October 14, 2026	April 2, 2026 – October 14, 2027	Mar 25, 2027 – October 12, 2028	March 31, 2028– Oct 9, 2029

**4.0 BILLING RATES**

**4.1 Staff - Hourly Billing Rates**

	Year 1	Year 2	Year 3	Year 4	Year 5
Security Officer					
Security Shift Lead					

**4.2 Short Notice Call-Out – Staff Overtime Rates**

Cultus Lake Park Board will attempt to minimize changes to the agreed staffing schedule and will try to provide at least 48 hours’ notice of any changes. Notwithstanding this, Cultus Lake Park Board requires contractors to be able to respond to short notice callouts within a period of **four (4) hours**.

	Year 1	Year 2	Year 3	Year 4	Year 5
Security Officer					
Security Shift Lead					

**4.3 Overtime Rates**

Please indicate below the respective rates at which overtime is to be billed on this Contract. In the event that overtime is not billable in respect of any grade, please enter ‘n/a’ in the relevant box to indicate that this is not applicable.



Please enter into the matrix below any additional roles as identified in 4.1 and indicate whether these could incur overtime.

	Year 1	Year 2	Year 3	Year 4	Year 5
Security Officer					
Security Shift Lead					

**NOTE:** Nothing prohibits the Park from requesting more or less Security Officers be deployed at Cultus Lake Park by the contractor. Further, nothing prohibits the contractor from recommending that less or more Security Officers be deployed. However, the reduction or addition of Security Officers, at the recommendation of the contractor, will only be acted upon at the discretion of the Park. Additional Security Officers requested, and approved in writing by the Park, which are over and above the minimum base complement will be charged at the regular hourly rate described above.

**5.0 TERMS OF PAYMENT**

- a) Prices are in Canadian dollars and exclude all applicable taxes.
- b) Prices include all costs for labour and all equipment as specified above.
- c) The amount due will be invoiced bi-weekly. Applicable taxes will be added to the invoice total. Payment will be made Cultus Lake Park to the contractor on a Net 30-day basis from approved invoiced.
- d) Eight (8) working hours are the equivalent of one (1) working day.
- e) The contractor reserves the right to adjust the rate in consultation with the Park in the event of changes in Federal or Provincial legislation affecting wages and/or employee contributions.
- f) The contractor reserves the right to negotiate an adjustment in the billing rate, if there are substantive changes to this agreement or with respect to the services/duties that are being provided under the terms of this agreement.
- g) Overtime is paid at 1.5 times the regular billing rate for the first four (4) hours and double time thereafter.
- h) Overtime will not be payable by the Park unless the prior verbal approval of a person designated by the Park to approve overtime is first obtained. Should the Park's designate be unavailable by phone, the contractor may proceed with the overtime but will notify the Park as soon as is practical as to the attempts made to contact the Park's designate. In the case of an emergency the contractor may proceed with the overtime but will notify the Park as soon as is practical as to the nature of the emergency.

**6.0 INSURANCE REQUIREMENTS**

Contractors should submit with their Proposals a certificate of existing insurance duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out below and in Section 7.0 of **PART D - FORM OF AGREEMENT** should they be selected as the successful contractor.





- Commercial General Liability Insurance – 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 provision of the Services by the contractors, its employees and agents.
- This Commercial General Liability policy must expressly state that it is primary as to any other insurance available to CLP but solely with respect to liability arising out of the contractor/consultant’s Services.
- Automobile Liability Insurance – on all vehicles owned, operated or licensed in the name of the contractor in an amount not less than five million (\$5,000,000) dollars per occurrence for bodily injury, death and damage to property.
- Privacy & Cyber Liability Insurance – The contractor should carry a minimum of five million (\$5,000,000) inclusive any one (1) claim and in the aggregate covering liability arising directly or indirectly from loss or release of private info of CLP or any other third parties in the course of providing the Services.
- Professional Liability Insurance – if applicable, having a limit of five million (\$5,000,000) inclusive of any one (1) claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional Services.

The successful contractor will be required to file certificates of insurance with Cultus Lake Park Board showing proof of all insurance requirements. These certificates must be received and reviewed and approved by Cultus Lake Park Board prior to entering into any Contract with the successful contractor.

## 7.0 WORKSAFE BC AND OCCUPATIONAL HEALTH AND SAFETY

- a) The Proponent will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants, and others engaged in the supply of the goods and Services. The Park has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the Park to the Proponent. The Park will have the right to withhold payment under this agreement until the WorkSafe BC premiums, assessments, or penalties in respect of the goods and Services have been paid in full.
- b) The Proponent **must** provide the Park with the Proponent's WorkSafe BC registration number and a clearance letter from the Worker's Compensation Board confirming that the Proponent is registered in good standing with WorkSafe BC must be submitted annually by the anniversary date of the Contract start date.
- c) The Proponent **must** have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*. The Proponent must supply evidence of the safety program and how it meets those requirements to CLP at least one (1) week prior to the start date of the Contract.
- d) The Proponent **must** also provide a person who is qualified for insuring the health and safety activities for the Proponent. That individual will liaise with CLP for the purposes of occupational health and safety matters. That person will be identified in **APPENDIX 4 – PERSONNEL AND SUBCONTRACTORS** of this agreement, and the Proponent will advise the Park immediately in writing if the name or contact number of the qualified person changes.



- e) All health and safety incidents that occur while undertaking work for CLP must be reported to the CLP Contact within 24 hours and include any relevant paperwork (i.e. first aid forms, Employer's Report of Injury or Occupational Disease (form 7), Employer Incident Preliminary Investigation Form, etc.). Employer Incident Full Investigation forms are to be submitted within 30 days of any incident.
- f) Without limiting the generality of any other indemnities granted by the Proponent in this agreement, the Proponent will indemnify and hold 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 WorkSafe BC 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 WorkSafe BC, including penalties levied by WorkSafe BC.
- g) The Proponent will ensure compliance with and conform to all health and safety laws, bylaws, or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- h) The Park may, on 24 hours' written notice to the Proponent, 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 Park be responsible for ascertaining or discovering, through inspections or review of the operations of the Proponent or otherwise, any deficiency or immediate hazard.
- i) If the Proponent's employees identify a hazard that could reasonably be viewed as the responsibility of CLP to rectify, they must report it in writing within 24 hours to the CLP Contact.
- j) The Proponent understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" or "Safety Data Sheets" (SDS will be provided to CLP, and any future MSDS or SDS updates will be forwarded.)



**8.0 AMENDMENTS/ADDENDA/QUESTIONS AND ANSWERS**

Acknowledgment of receipt of the following amendments and questions and answers to the tender documents is hereby made:

**Addenda/Amendment No.**

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**Questions and Answers No.**

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(Legal Name of Proponent)

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(Signature of Authorized Signatory)

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(Print Name and Position of Authorized Signatory)

**The above signed agrees that they thoroughly understand the terms and conditions contained therein.**



## 9.0 DEVIATIONS AND VARIATIONS

- 9.1 Contractor(s) should detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.
  
- 9.2 Where the contractor is proposing the use of Contract language or clauses other than those set out in **PART D – FORM OF AGREEMENT**, including any and all schedules, such revised language must be outlined in its Proposal. Cultus Lake Park Board will assume such clauses are in addition to those in the form of agreement unless otherwise indicated by the contractor.



**10.0 COMPANY PROFILE**

**10.1** Provide the following information:

Contractor's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cheque Payable/Remit to Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST/HST Registration No.: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Chilliwack Business Licence Number or alternate: \_\_\_\_\_

(If your office is located in Chilliwack or N/A if not applicable)

WorkSafe BC Account Number: \_\_\_\_\_



**11.0 REFERENCES**

**11.1** The contractor is to describe the contractor’s relevant experience for similar work over the last **three (3)** years as well as **three (3)** references for same by completing the table below for **each** reference. The contractor may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the contractor consents to Cultus Lake Park Board contacting these references, and consents to Cultus Lake Park Board also contacting any other organization for the purposes of evaluating the contractor’s company and Proposal. Your information is collected and used, and may be disclosed, in accordance with the *Freedom of Information and Protection of Privacy Act*.

<b>Company Name and Location:</b>	
<b>Contact, title, phone, email:</b>	
<b>Brief summary of services provided and length of association:</b>	
<b>Information on any significant obstacles encountered and overcome for this type of security service.</b>	

**12.0 SUB-CONTRACTORS**

Please refer to Part B, Section 2.13 Sub-Contractors.



### 13.0 REQUIREMENTS OVERVIEW

- 13.1 PART C – Form of Proposal - Scope of Services** provides details on the scope related to the work to be completed by the successful contractor:
- a) Contractors should submit a response that will ensure the delivery of the specified Services. Contractors should address the issues herein but should feel able to add whatever further pertinent information or details they wish. The response should be in sufficient enough detail to demonstrate to Cultus Lake Park Board that the contractor fully understands and is committed to delivering to the requirements of the scope.
  - b) Although it is necessary that the contractor submit a detailed response to the requirements, including but without limitation to providing a work plan and a maximum total fee for the scope of services described in this RFP, Cultus Lake Park Board is interested in Proposals that will add value to the project. Innovative ideas will be favorably considered in evaluating all Proposals.



## SCOPE OF SERVICES

Contractors are encouraged to copy this section and re-format as appropriate to provide a template for their response. Background information and general instructions need not be included in the response, however all requests for information, questions, specific requirements, tables, etc. should be included and the same numbering sequence used.

### 1.0 OVERVIEW OF THIS OPPORTUNITY

The importance of maintaining effective and seamless Service delivery is reflected in the importance that Cultus Lake Park Board outlines in this RFP. The challenge facing the successful contractor is to provide cost-effective, customer focused security services designed to support and enable the operation of Sunnyside Campground, Residential and Public Areas of the Park. To succeed in this role, the successful provider will need to demonstrate not only professionalism and an ability to deliver, but a true understanding of Cultus Lake Park's needs backed by flexibility and a willingness, where necessary, to embrace change.

### 2.0 LICENCES

- 2.1 All security personnel assigned to Sunnyside Campground, Residential and Public Areas of the Park must be licensed and bonded in accordance with the *Security Services Act* prior to arriving at the job site(s). Assigned security officers will possess a minimum of six (6) months' experience unless otherwise exempted by agreement with a designated representative of Cultus Lake Park. The assigned shift lead will possess a minimum of 24 months' experience. Such employees will be required to carry this security licence while working at Sunnyside Campground, Residential and Public Areas to present it for inspection upon request by authorized Cultus Lake Park Board's employees.
- 2.2 Cultus Lake Park Board, through its designated representative(s), reserves the right to interview contractor personnel prior to assignment to the Park. To this end, the representative(s) may require the contractor to provide background information on candidates to be assigned to this Contract.
- 2.3 The contractor will ensure that all security officers who will be working at Sunnyside Campground, Residential and Public Areas of the Park complete a Criminal Record and Vulnerable Sector Check; subject to the consent of the Security Officers, a copy is to be provided to the Manager of Corporate Services / Corporate Officer in confidence. The Criminal Record and Vulnerable Sector Check must meet the satisfaction of the Manager of Corporate Services / Corporate Officer.
- 2.4 The contractor will ensure that all security officers who will be working at Sunnyside Campground, Residential and Public Areas of the Park have a valid driver's licence.
- 2.5 It is preferred that all contractors providing service on this Contract hold a Chilliwack Business Licence or alternate.





### **3.0 TRANSITION PLAN**

- 3.1** Contractors should submit a projected transition plan for implementation if awarded the Contract to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.
- 3.2** The plan should also describe the proposed approach for communicating and obtaining needed cooperation from key stakeholders for the transition process and how it will be determined which current employees would be retained versus which would be replaced.

### **4.0 DESCRIPTION AND SCOPE OF SERVICES**

The contractor must provide continuous and uninterrupted Services in accordance with the Service standards, requirements, terms, and conditions of this agreement. Such Services will be performed to a standard of care, skill and diligence maintained by persons providing the highest commercial standard, for similar Services. Should any Services or materials be required for the proper performance of the agreement which are not expressly or completely described in the RFP and are reasonably associated with or necessary for the proper and timely performance and provision of the Services, then such Services or materials will be deemed to be implied and required by the RFP and the contractor will furnish them as if they were specifically described in the RFP as part of the Services.

Cultus Lake Park Board will have the right at any time throughout the Term to revise such Service standards by change order and the contractor will promptly make all required adjustments to its operations to accommodate such revised Service standards. All Services will be provided to the complete satisfaction of Cultus Lake Park Board and will be conducted in such a manner as not to interrupt or interfere with Cultus Lake Park operations.

The contractor will develop a comprehensive set of post orders documenting general procedures as well as site-specific responsibilities and customer services factors. Post orders will be prepared prior to the commencement of the Agreement and must be reviewed and approved by a Cultus Lake Park Board representative within 30 days from commencement date. All security officers will be required to read and verify they understand the post orders.

#### **4.1 General Requirements**

##### **Personnel Specifications and Standards**

The contractor will be required to ensure that all staff providing security Services on this Contract meet the criteria outlined below. Contractors should indicate how they will meet, or exceed, these criteria.

- a) Training

Staff will have successfully completed Basic Security Training (BST) and will be required to maintain an active security licence through the British Columbia Ministry of Justice. Prior to deployment the contractor will provide security officers with sufficient orientation to Sunnyside Campground, Residential and Public Areas of the Park.



b) General Health

Staff will possess general good health and the ability to perform the required bylaw enforcement Services.

c) Standards of Conduct

Contractors should ensure that all staff assigned to, or providing Services on, this Contract maintain a high standard of conduct at all times, including respectfulness to self, others, Cultus Lake Park property, and the job itself.

d) Customer Service

Contractors should ensure that the customer service skills of staff assigned to this Contract are of the highest standard, including professionalism, a desire to assist and sensitivity and responsiveness to the needs of all stakeholders.

e) Appearance

Contractors should ensure that the personal appearance of staff assigned to, or providing Services on, this Contract reflects positively on Cultus Lake Park and on the contractor. Attention should be paid to cleanliness, neatness, and a high level of personal hygiene.

f) Uniforms & Equipment

Contractors will provide all staff engaged in security duties with suitable weather and season appropriate uniforms of good quality and in accordance with a standard acceptable to Cultus Lake Park Board. Uniforms should be worn at all times that security shifts are performed.

The Contractor will have available to each staff member:

- Adequate Security Officer monitoring equipment that is able to track and monitor post check points and completion of set duties provided by the contractor;
- flashlights, binoculars, and adequate safety equipment will be provided to all Security Officers by the contractor;
- one (1) vehicle per location or street legal golf carts (Sunnyside Campground and Residential and Public Areas) maintained and suitable for security patrol purposes, plus;
- two (2) Bikes and/or E bikes, per Sunnyside Campground and Residential and Public Areas will be provided by the contractor for the duration of the Contract, all costs associated with the vehicles, street legal golf carts, Bikes and/or E bikes such as fuel, insurance and maintenance will be borne by the contractor;
- adequate two-way radios for communication purposes will be provided to all security officers by the contractor; and
- a cell phone (for both locations, Sunnyside Campground and Residential and Public Areas) with the associated cost being borne by the contractor for the duration of the Contract.



g) Age

Minimum provincial and federal age requirements must be met in all cases.

h) Communication Skills

All staff should possess effective communication skills appropriate to the duties for which they are assigned. Staff must possess a high degree of fluency in spoken and written English sufficient for effective communication, including reading, writing and comprehension.

i) Citizenship

Staff should possess Canadian citizenship or permanent residence status sufficient to allow them to work within Canada.

**NOTE:** Cultus Lake Park reserves the right to interview all staff prior to their assignment to this Contract. Further, the contractor will agree to replace, whenever required to do so by Cultus Lake Park Board any employee considered by Cultus Lake Park Board to be unsatisfactory or undesirable to Cultus Lake Park Board, within the limits of any applicable laws.

**Specific Requirements**

The contractor will provide all labour and supervision necessary to fulfil the duties outlined by Cultus Lake Park Board. The contractor will assist the Park in the following day to day and ad-hoc duties, which include but are not limited to:

- a) Regular patrols to ensure Sunnyside Campground, Residential and Public Areas, assets, infrastructure, buildings, equipment, commercial components and facilities in all areas are secure;
- b) Providing security and enforcing Sunnyside Campground and all Cultus Lake Park bylaws applicable to Sunnyside Campground, Residential and Public Areas of the Park as required;
- c) Assisting with the issuance of fines for breaches of the Sunnyside Campground bylaws and Cultus Lake Park bylaws;
- d) Coning off areas for special events (road closures) as required;
- e) Enforcement of special events as instruction details outlined;
- f) Incident Management of occurrences;
- g) Recording and reporting of Sunnyside Campground and Residential and Public Areas occurrence statistics and taking action on any suspicious or illegal activity;
- h) Unlocking/securing of Sunnyside Campground gates/locks and Residential and Public Areas, including washroom facilities and all lots in the Park as required;
- i) Answering, inquires, following up on complaints and/or issues and providing exceptional customer service to overall public;
- j) Daily recording of all fines and activities;
- k) Assist the Park in providing emergency services as needed or required. Duties assigned during an emergency may differ from regular duties;
- l) Generation of internal and external reports on site statistics;
- m) Other duties as required by the Cultus Lake Park Staff; and
- n) Working collaboratively with Bylaw Enforcement, RCMP Policing team and CLP staff teams.



Nothing prohibits the Park from adding, removing, or otherwise amending the specific security Services it requires from the contractor. The Cultus Lake Park post orders may reflect a more detailed description of the Service expectations, policies, and procedures the contractor is expected to comply with.

**5.0 PERFORMANCE STANDARDS**

**5.1** The Service guarantee charges are tabulated below and it is the intention, wherever possible, to deduct the sum in question from billings.

A mutually acceptable mechanism for the administration of this process – and for the handling disputes - will be agreed between the chosen contractor and Cultus Lake Park Board’s designated representative(s) prior to Contract.

The pricing adjustments indicated in the table below are a genuine pre-estimate of liquidated damages that may be suffered by the Cultus Lake Park Board and will not be construed as a penalty. They are based upon the estimated cost of providing a replacement Service at short notice and take into account industry norms.

**Table 2 Service Guarantees**

SERVICE FAILURE	PROPOSED PRICING ADJUSTMENT
Failure to cover a scheduled shift*	\$50.00 per hour that the shift remains unfilled
Failure to provide written reports	\$250.00 per incident
Failure to provide properly equipped and maintained vehicle for patrolling activities	\$250.00 per incident
Submitting false data, information, or reports to the Park	\$1,000.00 per incident
Contract default, in terms of Contract	\$250.00 per incident

**\*Contractors should note that no shift shall be left uncovered at any time. In the event of a ‘no show’ the staff member in post will remain at that post unrelieved. Overtime incurred in this situation will be borne by the contractor.**

**6.0 TRAINING**

**6.1 Training of Staff - General**

The contractor will ensure that all staff assigned to this Contract receive the requisite initial and ongoing training to allow them to effectively perform their duties. In particular, the contractor will ensure that all assigned security staff have received Basic Security Training as required by British Columbia provincial legislation prior to commencing their duties.



## 6.2 Training of Staff – Site Specific

All staff assigned to this Contract will receive, **at the expense of the contractor**, a minimum of eight (8) hours site-specific and duty-specific training prior to deployment, unless otherwise agreed with the designated representative(s) of Cultus Lake Park Board.

## 6.3 Schedules

Staffing schedule will be required to register staff name and register information in order to operate and issue tickets in the handheld device for the purpose of enforcement prior to proceeding to shifts.

## 6.4 Training Records

The contractor will make and keep records of all training taken by each member of staff assigned to this Contract and will make such records available for inspection by Cultus Lake Park Board’s designated representative(s) upon request.

## 7.0 QUALITY ASSURANCE

In order to evaluate the performance of the contractor across this Contract a Quality Assurance Audit will be undertaken by the contractor on a regular basis (**every quarter**) throughout the life of the Contract. This ongoing audit is seen as an intrinsic part of the management of this Contract and the mechanics of this process will be developed, prior to the start of the Contract, by the chosen contractor in consultation with Cultus Lake Park Board’s designated representative(s). It is envisaged that effective and fair performance measures will be mutually agreed. The audit will seek to measure – and ultimately assure - the quality and conformity of performance and service delivery in all areas and job functions.

## 8.0 ADMINISTRATION AND HUMAN RESOURCES

**8.1** The contractor will be required to monitor, evaluate, and report deficiencies in safety, maintenance and security together with the performance of personnel; resolve or recommend remedies to resolve deficiencies; administer security matters, and report administrative and human resources issues to Cultus Lake Park Board’s designated representative(s). In particular, the contractor will ensure that the following specific tasks and duties are performed:

- Supervise, guide and direct personnel;
- Complete performance logs on personnel as necessary;
- Develop, institute and administer a performance evaluation system and conduct performance evaluations of all personnel assigned to this Contract;
- Develop, institute and administer training, and training manuals/handbooks for assigned staff;
- Investigate and report on incidents assigned to the contractor by Cultus Lake Park Board’s management, interview all relevant parties, record written statements, collect, and document physical evidence and when requested, prepare reports and/or documents for review by Cultus Lake Park Board’s designated representative(s); and
- Complete corrective action reports when training and/or remedial discipline is



required.

## 9.0 QUESTIONS FOR CONTRACTORS

**Contractors must answer all the following questions taking care to maintain the existing order and numbering sequence. Responses should be concise, clear, and relevant. Should you wish to provide any additional information or documentation, which you believe pertinent, please place such information in an Appendix to the main document. Appendices should be clearly titled and tabulated and cross referenced in the body of the text.**

### 9.1 Provide an overview of your company, including:

- a) A brief history of the organization;
- b) Your mission/vision statement and values;
- c) Indicators of the size of the company (past year's revenue, number of offices, approximate number of accounts, etc.);
- d) Ownership Status/Certifications;
- e) Current business relationships with Cultus Lake Park Board;
- f) Please indicate the size and value of the three (3) largest Contracts that you have lost over the last 36 months, outlining the reasons for any such losses. Please also provide client contact details as above; and
- g) Is your organization registered under the *Security Services Agencies Act* of BC?

### 9.2 Management Approach

- a) Please describe your management structure as it relates to this project including all account support personnel, their functions, and responsibilities.
- b) Indicate by position or title the person who will have the overall responsibility for the Cultus Lake Park Board account.
- c) Provide resumes or biographical information for management and the potential account manager.
- d) Submit an organizational chart depicting the structure of the local servicing office with all contact information including email addresses. Also include an organizational chart showing regional/local support, if any.

### 9.3 Personnel Selection Process

- a) Describe how recruitment and evaluation of potential security officers is accomplished.
- b) Specify the methods used for applicant background screening and how background checks are conducted.
- c) List the qualifications security personnel must have and the minimum criteria applicants must meet before being hired.

### 9.4 Development and Retention of Personnel

- a) Describe your succession planning and development of officers, supervisors, and managers.
- b) Describe methods and initiatives designed to promote employee retention.
- c) Please provide information on security personnel turnover rates for the last three (3) years.



### 9.5 Total Quality Management

- a) Outline administrative controls, plans and processes to monitor and assure Contract compliance of security Services.
- b) What performance metrics, quality standards, and quality assurance measures does the contractor have in place to monitor Service?
- c) What means are used to assess customer satisfaction?

### 9.6 Training Programs

Describe in detail the training programs in place to support this project. Include the following:

- a) Pre-assignment/orientation training;
- b) On-the-job training;
- c) Annual retraining and recertification; and
- d) How training is delivered, for example, classroom, books, videos, eLearning, etc.

### 9.7 Business Continuity

- a) Describe your ongoing business continuity;
- b) Describe in detail your implementation plan for this program and deployment of resources;
- c) Describe your procedure to ensure 24/7 communication; and
- d) Indicate if special rates would apply.

### 9.8 Insurance

- a) The contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurance in forms and amounts acceptable to the Park from insurers licensed to conduct business in Canada:
  - Commercial General Liability Insurance – 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 provision of the Services by the contractors, its employees and agents.
  - This Commercial General Liability policy will expressly state that it is primary as to any other insurance available to CLP but solely with respect to liability arising out of the contractor/consultant's Services.
  - Automobile Liability Insurance – on all vehicles owned, operated, or licensed in the name of the contractor in an amount not less than five million (\$5,000,000) dollars per occurrence for bodily injury, death, and damage to property.
  - Professional Liability Insurance – having a limit of five million (\$5,000,000) inclusive any one (1) claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional security Services.



- Privacy & Cyber Liability Insurance – a minimum of five million (\$5,000,000) inclusive any one claim and in the aggregate covering liability arising directly or indirectly from loss or release of private info of CLP or any other third parties in the course of providing the Services.

The contractor/consultant will provide, maintain, and pay for any additional insurance coverage appropriate for a Service of this nature.

### **9.9 Transition Plan**

- a) Submit a projected transition plan for implementation if awarded the Contract to include tasks and time frames.
- b) Describe your proposed approach for communicating and obtaining needed cooperation from key stakeholders for the transition process.
- c) How would you determine which current employees would be retained versus which would be replaced?

### **9.10 Additional Capabilities**

- a) Indicate features or programs not covered elsewhere in the response which are offered to enhance your firm’s ability to effectively manage this project.

### **9.11 Company Structure**

- a) Please provide an up-to-date copy of your company’s Organizational Structure, clearly indicating any positions not currently occupied or created within the last six (6) months.
- b) Who handles Human Resources (H.R.) management in your organization? What H.R. experience, qualifications and training do they possess?
- c) How in practice do you attract and retain staff?

### **9.12 Staffing, Compensation & Benefits**

- a) Who do you propose to appoint as Contract Manager to lead this Contract for you? What experience and qualifications does this person hold? Please provide a full resume.
  - i. Will the Contract Manager hold any responsibilities outside this Contract, either at Head Office or with other clients?
- b) What levels of autonomy do you envision the Shift Lead(s) and security staff holding in respect to this Contract? What financial authority might they hold?
  - i. What decisions might need to be referred to your head office?

### **9.13 Communication and Reporting**

- a) How would you propose communicating with Cultus Lake Park Board on this Contract with regard to:
  - Strategic; and
  - Operational matters.





- b) What is the communications mechanism for 24/7 contact between your organization and Cultus Lake Park Board staff?
  - What specific arrangements will exist for contact outside normal business hours?
- c) What is the nature and frequency of the formal meetings that you currently envisage in this Contract?
- d) What types of reports do you currently provide for clients?
  - What written and/or electronic reports/statistics would you intend to provide on this Contract and with what regularity?

**9.14 Systems and Equipment**

- a) Explain how your I.T. architecture will be secured in the event that you hold any private citizen or Cultus Lake Park Board information on your system.
- b) How would you protect this information?
- c) Will Cultus Lake Park Board have permission to audit these measures?
- d) What electronic systems and tools would you intend to utilize for the management of information on this Contract?
- e) What software do you have in place to ensure that staff can monitor each zone/area?

**9.15 Value Added Services**

- a) What new systems or approaches might you adopt in order to optimize service delivery on this Contract?



**PART D – FORM OF AGREEMENT**

This **PART D – FORM OF AGREEMENT** contains Cultus Lake Park Board’s **SAMPLE** terms and conditions for the Agreement that will be executed between Cultus Lake Park Board and the successful contractor, if any. See pages 44– 72.



**SECURITY SERVICES CONTRACT**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Reference No. Bylaw# 002.2023

**BETWEEN:**

Cultus Lake Park  
4165 Columbia Valley Highway  
Cultus Lake, V2R 5B5

(the “**Park**”)

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(the “**Proponent**”)

**OF THE SECOND PART**

**WHEREAS:**

- A. Pursuant to the Park’s 2023 Request for Proposals RFP #002.2023 (the “**RFP**”) the Park invited proposals from Proponents for the provision of Security Services and the performance of other related Services.
- B. The Park has received Proposals in response to the RFP, and after evaluating the Proposals, the Park has selected the Proponent to provide the Services (as hereinafter defined) and the Proponent has agreed to the same.
- C. The Park and Proponent now wish to enter into this agreement to set forth the rights and obligations of each of them.

**NOW THEREFORE THIS CONTRACT WITNESSETH** that in consideration of the premises and payment of one (\$1.00) dollar, and other goods and valuables, consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree with each other as follows:



## 1.0 INTERPRETATION

### 1.1 Definitions

In this agreement the following definitions apply:

“**Calendar Year**” means the time period from January 1<sup>st</sup> to December 31<sup>st</sup>;

“**Consumer Price Index**” means the consumer price index (All items) for Vancouver, British Columbia as published by Statistics Canada;

“**CLP**” means Cultus Lake Park;

“**CLP Contact**” means the Manager of Corporate Services / Corporate Officer or their designate, who will represent all Cultus Lake Park Departments for the purposes of this agreement, or such other person who may subsequently be appointed in writing by the CLP Contact and notified to the Proponent;

“**Dispute**” has the meaning set out in Section 15

“**Fees**” has the meaning set out in Section 5

“**Indemnitees**” has the meaning set out in Section 8.1

“**Invoice**” has the meaning set out in Section 5.2a);

“**the Park**” means Cultus Lake Park

“**Services**” has the meaning set out in Section 1;

“**Term**” has the meaning set out in Section 3.1; and

“**Time Schedule**” has the meaning set out in Section 2.6;

### 1.2 Appendices

The following attached Appendices are a part of this agreement:

APPENDIX 1 – SCOPE OF SERVICES;

APPENDIX 2 – FEES AND PAYMENT;

APPENDIX 3 – TIME SCHEDULE;

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS; and

APPENDIX 5 – ADDITIONAL SERVICES.

## 2.0 SERVICES

### 2.1 Services

The Park hereby retains the Proponent to provide Sunnyside Campground, Residential and Public Areas security Services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Services**”)



## 2.2 Amendment of Services

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

## 2.3 Additional Services

The Proponent will, if requested in writing by the Park, perform additional Services as may be listed in **APPENDIX 5 – ADDITIONAL SERVICES**. The terms of this agreement will apply to any additional Services, and the fees for additional Services, and the time for the Proponent’s performance, will generally correspond to the fees and time of performance as described in **APPENDIX 2 – FEES AND PAYMENT** and **APPENDIX 3 – TIME SCHEDULE**. The Proponent will not provide any additional Services in excess of the scope of Services unless requested in writing by the Park.

## 2.4 Standard of Care

The Proponent will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing Services similar to the Services, and on the understanding that the Park is relying on the Proponent’s experience and expertise. The Proponent represents that it has the expertise, qualifications, resources, and relevant experience to provide the Services.

## 2.5 Term

The Proponent will provide the Services for the period commencing on the date of execution of the agreement. The Term of the agreement will be for a period of five (5) years, commencing on March 28, 2024, with the option for a single five (5) year extension (the “**Term**”).

The Park at its sole discretion and with a public Board resolution regarding this matter may at any time prior to 90 days before the end of the Term, by written notice to the Proponent, extend the Term for an additional five (5) year period. Thereafter with the option to renew on a month-to-month basis. If the Park elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

At the expiration of this agreement any holding over for any cause will be considered an extension on a month-to-month basis on the terms and conditions expressed herein, in so far as they are applicable. “Holding Over” includes, but is not limited to, time employed by the Proponent in removing equipment at the expiration of this agreement.

## 2.6 Time

The Proponent acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Proponent will provide the Services within the performance or completion date(s) or time periods (the “**Time Schedule**”) as set out in **APPENDIX 3 – TIME SCHEDULE**, or as otherwise agreed to in writing by the Park and the Proponent. If at any time the Proponent discovers that the Time Schedule cannot be met it will immediately advise the Park in writing and provide a revised Time Schedule.



## 2.7 Implementation Plan

The Proponent will, prior to January 18, 2024, submit an implementation plan to the Park for its approval. The implementation plan will include all Proponent activities necessary for Services start-up. Such activities include, but are not limited to, Security Officer hiring and training, vehicle maintenance and fueling procedures, procedures for electronic transfer of data to and from the Park, other information as may be requested by the Park Contact.

## 2.8 Operations Plan

During the period of time between the notice of award and the start date, the Park and the Proponent will collaboratively develop a schedule of activities and detailed procedures (the **"Operations Plan"**) to facilitate the effective implementation and operation of the agreement. The Operations Plan will supplement the provisions of this agreement and will include detailed procedures relating to, and completion dates for, each of the following:

- a) Protocol and communications for service disruption for weather and non- weather reasons;
- b) The training and orientation of personnel, including cooperation with Park staff; and
- c) Any other item identified for inclusion by either party.

## 2.9 Meetings

To minimize problems and to provide a forum for discussing and resolving issues related to the agreement, the Park and the Proponent will meet regularly as follows:

- a) A minimum of twice following the effective date until the commencement date, or such other frequency as may be mutually agreed, so as to:
  - i. Develop and refine the operations plan; and
  - ii. Discuss any other issues that arise.
- b) On a monthly basis during the first six (6) months following the commencement date (the **"Implementation Phase"**), or such other frequencies as may be mutually agreed, so as to:
  - i. Develop and refine the operations plan as needed;
  - ii. Review and evaluate the Proponent's performance of the Services;
  - iii. Discuss any actual or perceived problems with the performance of the Services by the Proponent;
  - iv. Discuss and resolve any complaints from either party;
  - v. Discussion promotion, public information, and public relations; and
  - vi. Discuss any other issues that arise.

Meetings will be held at the offices of the Park unless otherwise agreed upon by the parties. Unless otherwise agreed to in advance, meetings are to be held during normal business hours and each party will be available for at least 60 minutes per meeting.



### **2.10 Probationary Period**

Notwithstanding anything to the contrary contained in this agreement, it is mutually agreed that the Proponent will be subject to a probationary period of six (6) months. Conditional on satisfactory Service, such acceptance of the Proponent will occur after the probationary period. In the event the Proponent is unsatisfactory as determined by the Park, during the first six (6) months of the Term, this agreement may be terminated at the sole discretion of the Park.

The Park reserves the right to extend the probationary period when insufficient data exists to determine acceptance of the Proponent.

## **3.0 PERSONNEL**

### **3.1 Qualified Personnel**

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

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

The Proponent will perform the Services using the personnel and sub-contractor as may be listed in **APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS** and the Proponent will not remove any such listed personnel or sub-contractor from the Services without the prior written approval of the Park.

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

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

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

Except as provided for in Section 3.2, the Proponent will not engage any personnel or sub- contractors, or sub-Contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the Park.

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

The Proponent will preserve and protect the rights of the Park with respect to any Services performed under sub-Contract and incorporate the terms and conditions of this agreement into all sub-Contracts as necessary to preserve the rights of the Park under this agreement. The Proponent will be as fully responsible to the Park for acts and omissions of sub- contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Proponent.

### **3.6 Drug and Alcohol Policy**

The Proponent will develop in a form satisfactory to the Park's Contact a Drug and Alcohol Policy for its Personnel.

### **3.7 Supervision**

The Proponent will ensure that a skilled and qualified Shift Lead is available to supervise the Proponent's personnel in providing the Services for both Sunnyside Campground and Residential and Public Areas of the Park.



The Proponent's Shift Lead will thoroughly understand all the requirements of the agreement and will be fully experienced in the Services. The Proponent's Shift Lead will represent the Proponent and will be authorized to accept any notice, consent, order, decision, or other communication on behalf of the Proponent.

The Proponent will equip the Proponent Shift Lead with:

- A cellular telephone having a contact number valid for calls within the Park such that the Proponent Shift Lead may be contacted by the Park during the hours of work; and
- a communication device to maintain contact with the enforcement vehicles or alternate during the provisions of the Services.

Prior to the commencement of any Services, the Proponent will provide a written list of all Proponent personnel, related to this Contract to the Park. Such list may be amended by written notice to the Park.

The Proponent will remove from the Services any Proponent personnel, supervisor, or site manager who, in the sole discretion of the Park, fails to perform in accordance with good industry practice. The Proponent will forthwith designate a replacement Proponent personnel, supervisor or site manager that meets the requirements of this section.

#### **4.0 LIMITED AUTHORITY**

##### **4.1 Agent of Park**

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

##### **4.2 Independent Proponent**

The Proponent is an independent Proponent. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Park will not control or direct the details, means or process by which the Proponent performs the Services. The Proponent is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Section 3.4. The Proponent will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-Proponents.

#### **5.0 FEES**

##### **5.1 Fees**

The Park will pay to the Proponent the fees as set out in **APPENDIX 2 – FEES AND PAYMENT** (the "Fees"). Payment by the Park of the Fees will be full payment for the Services and the Proponent will not be entitled to receive any additional payment from the Park.





Fees and taxes will not exceed the amount of \$\_\_\_\_\_ without the prior written approval of the Park.

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

### 5.2 Payment

Subject to any contrary provisions set out in **APPENDIX 2 – FEES AND PAYMENT:**

- a) the Proponent will submit a monthly invoice (the "**Invoice**") to the Park requesting payment of the portion of the Fees relating to the Services provided in the previous month, and including the following information:
  - i. An invoice number;
  - ii. The Proponent's name, address and telephone number;
  - iii. Itemization of any other charges;
  - iv. Taxes; and
  - v. Grand total of the invoice.
- b) the Proponent will on request from the Park provide receipts and invoices for all disbursements claimed;
- c) if the Park reasonably determines that any portion of an invoice is not payable then the Park will so advise the Proponent;
- d) the Park will pay the portion of an invoice which the Park determines is payable within 30 days of the receipt of the invoice, except the Park may hold back from payments 10% of the amount the Park determines is payable to the Proponent until such time as the Proponent provides its final report to the Park; and
- e) if the Proponent offers the Park a cash discount for early payment, then the Park may, at the Park's sole discretion, pay the portion of an invoice which the Park determines is payable at any time after receipt of the Invoice.

The Proponent will submit invoices and monthly reports to:

Cultus Lake Park  
4165 Columbia Valley Highway,  
Cultus Lake, BC V2R 5B5

Attention: Manager of Corporate Services /Corporate Officer and  
Manager of Sunnyside Campground & Accommodations.

### 5.3 Non-Residents

If the Proponent is a non-resident of Canada and does not provide the Park a waiver of regulation letter, the Park will withhold and remit to the appropriate governmental authority the greater of:

- 15% of each payment due to the Proponent; or
- the amount required under applicable tax legislation.



**5.4 Fees Adjustment**

The parties agree that all fees as set out in **APPENDIX 2 – FEES AND PAYMENT** will remain firm until the first anniversary of the date of the execution of the Agreement and thereafter the Fees will be subject to an increase during the Term once per Year of the Term by a percentage which will not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

Notwithstanding the above, prices are subject to adjustment any time during the Term in the event of a significant operational and Services change, including without limitation a significant increase in the cost of labour, and other costs relating to the primary scope of Services. Prices will be increased by the amount of any demonstrable net increases in costs to the Proponent (provided increases are the same as charged to similar customers purchasing similar scope of Services under similar circumstances as the Park) as determined by the Proponent and will not become effective until the Park provides written agreement to the increase and is in receipt of a letter providing 30 days advance written notice.

**5.5 Performance Deductions**

Without limiting in any way the Park’s rights under this agreement or otherwise, the following deduction(s) will be applied to specific failures by the Proponent to provide the Services or otherwise comply with the agreement. The failures listed in this Section 5.5 reflect a lower quality of Service that the Proponent expressly agrees calls for a deduction from the price the Park should be required to pay for the Services including:

<b>Service Failure</b>	<b>Deduction for Non-Performance</b>
Failure to provide scheduled shift personnel	The greater of the prorated rate for <u>all Fees</u> that the Proponent charges the Park for that month for each day staff that are not provided, or \$250.00 per incident.
Failure to provide written reports	\$250.00 per incident
Submitting false data, information or reports to the Park	\$1,000.00 per incident
Not having the required number of vehicles at the start or failing to maintain an adequate inventory of parking patrol vehicles during the Term.	\$1,000.00 per incident



## 6.0 RECORD KEEPING AND REPORTS

The following reports will be prepared, transmitted, and maintained at a minimum. The Park may make additions or deletions to the list of reports it requests at its discretion.

### 6.1 Monthly Reports

Each month during the Term from the start date the Proponent will provide the Park with report(s), in a form satisfactory to the Park, describing at a minimum:

- i. Summary Bylaw tickets issued;
- ii. Verbal Warnings;
- iii. Verbal Evictions;
- iv. Written Warnings (other than bylaw infractions);
- v. Occurrences;
- vi. Fines;
- vii. Tows;
- viii. Written Evictions;
- ix. RCMP in attendance;
- x. Emergency Medical Services;
- xi. Any other fee agreed upon in the Contract; and
- xii. Any other report requested by the Park

The Proponent will submit monthly reports within 15 calendar days from the end of the previous month.

### 6.2 Quarterly and Yearly Reports

The Proponent will provide **quarterly** and **yearly** summary data and year-to-date statistics. The report will include an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented, if any. The Proponent will complete and submit a comprehensive program evaluation at the end of the first year of the Contract and in each subsequent Contract year.

The Proponent will submit data and statistics to the Park Contact or designate as requested.

The Proponent will provide any other report(s) and document(s) as are mutually agreed upon by the Park and the Proponent.

### 6.3 Keeping of Records

The Proponent will keep complete books and records (the "**Records**") relating to the performance of the Services, including any or all ledgers, books of accounts, invoices, vouchers and cancelled cheques, as well as all other Records and documents evidencing or relating to the charges for Services paid by the Park for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the Proponent pursuant to this agreement. The Records are the Park property which the Proponent will maintain during the Term and preserve thereafter as required by this agreement. The Proponent will maintain the confidentiality of the Records at all times.



**6.4 Inspection of Records**

The Proponent will make the Records available for inspection or audit by the Park during the regular business hours at the Proponent’s address indicated for receipt of notices in this agreement. The Park’s Contact may request access to the Records by notice in writing to the Proponent. If requested and to the extent practicable, copies of Records to be inspected will be provided to the Park’s Contact.

**7.0 PARK RESPONSIBILITIES**

**7.1 Park Information**

The Park will, in cooperation with the Proponent, make efforts to make available to the Proponent information, surveys, and reports which the Park has in its files and records that relate to the Services. The Proponent will review any such material upon which the Proponent intends to rely and take reasonable steps to determine if that information is complete or accurate. The Proponent will assume all risks that the information is complete and accurate, and the Proponent will advise the Park in writing if in the Proponent’s judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

**7.2 Park Decisions**

The Park will in a timely manner make all decisions required under this agreement, examine documents submitted by the Proponent and respond to all requests for approval made by the Proponent pursuant to this agreement.

**7.3 Notice of Defect**

If the Park observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Proponent, but nothing in this agreement will be interpreted as giving the Park the obligation to inspect or review the Proponent’s performance of the Services.

**8.0 INSURANCE AND DAMAGES**

**8.1 Indemnity**

The Proponent will indemnify and hold harmless the Park and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the “Indemnitees”), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Proponent of any obligation of this agreement, or any wrongful or negligent act or omission of the Proponent or any employee or agent of the Proponent.

**8.2 Survival of Indemnity**

The indemnity described in Section 1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.



### 8.3 Insurance Requirements

#### a) Provision and Evidence

The contractor/consultant must provide CLP 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 CLP.

#### b) Coverage

The contractor/consultant will provide, maintain and pay for the insurance coverage described below including coverage for all officers, directors and employees and unless otherwise agreed in writing by CLP, will cause any sub-contractors or sub-consultants of the contractor/consultant to provide, maintain, and pay for the insurance coverage described below including coverage for all their respective officers, directors and employees and will deliver to CLP before the commencement of the Services, and thereafter from time to time as reasonably required by CLP, insurance certificates or other similar evidence satisfactory to CLP that the insurance required to be provided by the contractor/consultant under this Agreement is in force.

**COMMERCIAL GENERAL LIABILITY INSURANCE** – on an occurrence basis having a limit of not less than five million (\$5,000,000) inclusive for any one occurrence and with five million \$(5,000,000) Annual.

Aggregate for products and completed operations, and insuring against claims for injury, including death, and for property damage arising out of the operations of the contractor/consultant under this agreement. Coverage must be for the entire Contract period, or as stated in the agreement and will include, where applicable:

- Liability For Premises and Operations;
- Owners and Contractors Protective Liability;
- Cross Liability / Severability Of Interests;
- Liability Arising Out of Products (Either Manufactured or Supplied) and Completed Operations;
- Broad Form Property Damage, Including Completed Operations;
- Blanket Written Contractual Liability;
- Unlicensed Mobile Equipment;
- Operation and Use of Machinery Attached to Licensed Vehicles;
- Non-Owned Automobile Liability Insurance;
- Contingent Employers' Liability;
- Employees of Others Hired or on Loan by Contractor/consultant or on Loan to the Contractor/consultant as Insured; and
- Sudden and Accidental Pollution.

This Commercial General Liability Policy will expressly state that it is primary as to any other insurance available to CLP but solely with respect to liability arising out of the contractor/consultant's Services.

**AUTOMOBILE LIABILITY INSURANCE** – having a limit of not less than five million (\$5,000,000) inclusive for any one (1) occurrence, and insuring against claims for bodily injury, including death, and for property damage arising out of the use of the contractor/consultant's owned, leased and non-owned vehicles for the performance of the Services.



**PROFESSIONAL LIABILITY INSURANCE** – if applicable, having a limit of five million (\$5,000,000) inclusive any one (1) claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional services.

**WORKERS' COMPENSATION INSURANCE** – in compliance with the *Worker's Compensation Act* pertaining to the compensation of injured employees assigned to the Services.

**PROFESSIONAL LIABILITY INSURANCE** – having a limit of five million (\$5,000,000) inclusive of any one (1) claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional Services.

**PRIVACY & CYBER LIABILITY INSURANCE** – The Contractor should carry a minimum of five million (\$5,000,000) inclusive any one (1) claim and in the aggregate covering liability arising directly or indirectly from loss or release of private info of CLP or any other third parties in the course of providing the Services.

The Contractor/consultant will provide, maintain and pay for any additional insurance coverage appropriate for a Service of this nature.

**c) Policies**

The policies for the insurance described in this Certificate of Insurance to be provided by the contractor/consultant will be endorsed as follows:

**d) Additional Insured:**

The Commercial General Liability insurance policy will define “additional insured” as CLP and its elected and appointed officials, officers, employees, volunteers, and agents but only with respect to the Services of the contractor/consultant under this agreement.

**e) Waiver of Subrogation:**

The Commercial General Liability Insurance Policy will include an endorsement under which the insurer waives any right of subrogation it may have against CLP and its elected and appointed officials, officers, employees, and agents.

**f) Notice of Cancellation or Modification:**

Other than the Professional Liability insurance and the Workers' Compensation insurance, each policy will contain an endorsement in substantially the following form:

- “Unless CLP has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, materially changed or amended, until 30 days after written notice of that cancellation, change or amendment has been given to CLP.”
- The Professional Liability Insurance Policy will include an endorsement in substantially the following form:
- “Unless CLP has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, until 30 days after written notice of that cancellation has been given to CLP.”



**g) Placement**

All insurance required to be obtained under this agreement will be placed with insurers which are satisfactory to CLP, licensed and approved by the province of British Columbia, and of current investment grade.

**h) Deductibles**

The contractor/consultant will pay the full deductible amounts if there is a claim against any policy of insurance to be provided by the contractor/consultant under this subsection of this agreement.

**i) Compliance**

Failure to comply with the requirements for insurance coverage of the kinds and with the limits stated in this agreement will in no way act to relieve the contractor/consultant from its obligations under this agreement. The contractor/consultant may obtain insurance having greater limits and providing other forms of coverage as the contractor/consultant deems prudent to protect itself under this agreement.

**j) Notice of Claims**

If, at any time during the performance of the Services as described in Certificate of Insurance, the contractor/consultant becomes aware of a claim or potential claim against any insurance policy described in Section 1 of this Certificate of Insurance, then the contractor/consultant will immediately advise CLP in writing of such claim, including particulars.

**k) Insurance Requirements**

The Proponent will provide the Park with evidence of the required insurance a minimum of one (1) week prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the Park. The Proponent will, on request from the Park, provide certified copies of all of the Proponent's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the Park with 30 days advance written notice of cancellation or material change restricting coverage. To the extent the Park has an insurable interest, the builder's risk policy will have the Park as first loss payee. The Proponent will be responsible for deductible amounts under the insurance policies. All of the Proponent's insurance policies will be primary and not require the sharing of any loss by the Park or any insurer of the Park.

**l) Proponent Responsibilities**

The Proponent acknowledges that any requirements by the Park as to the amount of coverage under any policy of insurance will not constitute a representation by the Park that the amount required is adequate and the Proponent acknowledges and agrees that the Proponent is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Proponent from responsibility for any amounts which may exceed these limits, for which the Proponent may be legally liable.



## 9.0 TERMINATION

### 9.1 By the Park

The Park may at any time terminate this agreement with 30 days' written notice to the Proponent before the completion of all the Services. Such notice to be determined by the Park at its sole discretion. 30 days after receipt of such notice, the Proponent will perform no further Services other than the work which is reasonably required to terminate the Services and return the Park's property to the Park. Despite any other provision of this agreement, if the Park terminates this agreement before the completion of all the Services, the Park will pay to the Proponent all amounts owing under this agreement for Services provided by the Proponent up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Park in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Park to the Proponent, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

### 9.2 Termination for Cause

The Park may terminate this agreement for cause as follows:

- a) If the Proponent is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Park may, without prejudice to any other right or remedy the Park may have, terminate this agreement by giving the Proponent or receiver or trustee in bankruptcy written notice; or
- b) If the Proponent is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the Park within five (5) days after delivery of written notice from the Park to the Proponent, then the Park may, without prejudice to any other right or remedy the Park may have, terminate this agreement by giving the Proponent further written notice.

If the Park terminates this agreement as provided by this section, then the Park may:

- a) Enter into Contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- b) Withhold payment of any amount owing to the Proponent under this agreement for the performance of the Services;
- c) Set-off the total cost of completing the Services incurred by the Park against any amounts owing to the Proponent under this agreement, and at the completion of the Services pay to the Proponent any balance remaining; and
- d) If the total cost to complete the Services exceeds the amount owing to the Proponent, charge the Proponent the balance, which amount the Proponent will forthwith pay.





### **9.3 Curing Defaults**

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

### **9.4 Board Non-Appropriation**

The Proponent recognizes and agrees that the Park cannot make financial commitments beyond the Park's current fiscal year. The Park will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If the Cultus Lake Park Board does not appropriate funds, or appropriates insufficient funds, the Park will notify the Proponent of its intention to terminate or reduce the services so affected within 30 days after the non- appropriation becomes final. Such termination will take effect 30 days from the date of notification, will not constitute an event of default, and will relieve the Park, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

## **10.0 APPLICABLE LAWS AND BYLAWS**

### **10.1 Applicable Laws**

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The Park and the Proponent accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

### **10.2 Codes and Bylaws**

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

### **10.3 Interpretation of Codes**

The Proponent will, as a qualified and experienced professional, interpret applicable codes, laws, and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Proponent could not reasonably have verified or foreseen prior to entering into this agreement, then the Park will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.



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

### **11.1 No Disclosure**

Except as provided for by law or otherwise by this agreement, the Proponent will keep strictly confidential information supplied to, obtained by, or which comes to the knowledge of the Proponent as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the Park, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

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

The Proponent acknowledges that the Park is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the Park required by law.

### **11.3 Return of Property**

The Proponent agrees to return to the Park all of the Park's property at the completion of this agreement, including any and all copies or originals of reports provided by the Park and supplies for parking meters which the Park has paid for.

## **12.0 USE OF WORK PRODUCT**

### **12.1 Transfer of title**

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

## **13.0 WORKSAFE BC AND OCCUPATIONAL HEALTH AND SAFETY**

### **13.1 Coverage**

The Proponent will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants, and others engaged in the supply of the goods and Services. The Park has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the Park to the Proponent. The Park will have the right to withhold payment under this agreement until the WorkSafe BC premiums, assessments, or penalties in respect of the goods and Services have been paid in full.

### **13.2 Registration**

The Proponent will provide the Park with the Proponent's WorkSafe BC registration number and a Clearance Letter from the Worker's Compensation Board confirming that the Proponent is registered in good standing with WorkSafe BC must be submitted annually by the anniversary date of the Contract start date.



### **13.3 Safety Program**

The Proponent must have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*. The Proponent must supply evidence of the safety program and how it meets those requirements to CLP at least one (1) week prior to the start date of the Contract.

The Proponent must also provide a person who is a qualified coordinator for insuring the health and safety activities for the Proponent. That individual will liaise with CLP for the purposes of occupational health and safety matters including monthly Joint Occupational Health and Safety meetings held at CLP. That person will be identified in **APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS** of this agreement, and the Proponent will advise the Park immediately in writing if the name or contact number of the qualified coordinator changes.

### **13.4 Documentation of incidents**

All health and safety incidents that occur while undertaking work for CLP must be reported to the CLP Contact within 24 hours and include any relevant paperwork (i.e. first aid forms, Employer's Report of Injury or Occupational Disease (form 7), Employer Incident Preliminary Investigation Form, etc.). Employer Incident Full Investigation forms are to be submitted within 30 days of any incident.

### **13.5 Indemnification**

Without limiting the generality of any other indemnities granted by the Proponent in this agreement, the Proponent will indemnify and hold 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 WorkSafe BC 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 WorkSafe BC, including penalties levied by the WorkSafe BC.

### **13.6 Compliance**

The Proponent will ensure compliance with and conform to all health and safety laws, bylaws, or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

### **13.7 Hazard Mitigation**

The Park may, on 24 hours' written notice to the Proponent, 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 Park be responsible for ascertaining or discovering, through inspections or review of the operations of the Proponent or otherwise, any deficiency or immediate hazard. If the Proponent's employees identify a hazard that could reasonably be viewed as the responsibility of CLP to rectify, they must report it in writing within 24 hours to the CLP Contact.



### **13.8 Workplace Hazardous Materials Information System**

The Proponent understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" or "Safety Data Sheets" (SDS) will be provided to CLP, and any future MSDS or SDS updates will be forwarded.

### **14.0 BUSINESS LICENCE**

#### **14.1 Business Licence Required**

The Proponent will obtain and maintain throughout the Term of this agreement a valid Chilliwack business licence or applicable. A copy of the licence must be provided to CLP one (1) week prior to the Contract commencement date.

### **15.0 DISPUTE RESOLUTION**

#### **15.1 Dispute Resolution Procedures**

The parties will make reasonable efforts to resolve any Dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this Section 1.

#### **15.2 Negotiation**

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

#### **15.3 Mediation**

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

#### **15.4 Litigation**

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



**16.0 JURISDICTION AND COUNCIL NON-APPROPRIATION**

**16.1 Jurisdiction**

Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Board of the Park in the exercise of its powers, rights, or obligations under any public or private statute, regulation or by-law or other enactment.

**17.0 GENERAL**

**17.1 Entire Agreement**

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

**17.2 Amendment**

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

**17.3 Proponent Terms Rejects**

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

**17.4 Survival of Obligations**

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

**17.5 Cumulative Remedies**

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

**17.6 Notices**

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five (5) calendar days after posting. The addresses for delivery will be as follows:



CULTUS LAKE PARK SECURITY SERVICES RFP #002.2023

The Park:

Fax:

604-858-8091

Mail:

Cultus Lake Park

4165 Columbia Valley Highway,

Cultus Lake, BC V2R 5B5 Fax:

The Proponent:



**17.7 Unenforceability**

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

**17.8 Headings**

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

**17.9 Singular and Plural**

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

**17.10 Waiver**

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

**17.11 Strikes and Lockouts**

If a strike or lockout of the Proponent’s Personnel that interferes with the Proponent’s performance of the Services for a period in excess of seven (7) continuous calendar days, then such strike or lockout will be deemed to be a breach pursuant to Section 9.2(b) and the Park may terminate this agreement forthwith at any time after the expiration of the seven (7) continuous calendar day period provided such strike or lockout is still in progress, by giving the Proponent written notice of such termination, in which event the provisions of Section 9.2 will apply and the Park will not be liable to pay to the Proponent any compensation or damages as may be incurred by the Proponent on account of the termination.

**17.12 Civic Labour Dispute**

In the event of a civic labour dispute where the Park or other workers prevent the Proponent from performing the Services, or any portion thereof, the Park may obtain an injunction or establish an agreed upon protocol with the Park’s union or such other union as the case may be, to cease disruption and to allow the Proponent to continue operations. If the Proponent does not continue to provide the Services after the said injunction or protocol has been received and implemented by the relevant party, then the Park may terminate this agreement forthwith at any time after the expiration of seven (7) continuous calendar day period, provided such strike or lockout is still in progress, by giving the Proponent written notice of such termination, in which event the Park will not be liable to pay to the Proponent any compensation or damages as may be incurred by the Proponent on account of the termination.

**17.13 Force Majeure**

Both parties will be absolved from any liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party claiming suspension and which such party could not, by reasonable diligence, have avoided. Both parties will use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on. The requirement that any force majeure be remedied



with all reasonable dispatch will not require the settlement of strikes of labour or labour controversies by acceding to the demand(s) of the opposing party or parties.

Should the force majeure event last longer than 30 days, the Park may terminate this agreement by notice to the Proponent without further liability, expense, or cost of any kind.

**17.14 Signature**

This agreement may be executed in one (1) or more counterparts all of which when taken together will constitute one (1) and the same agreement, and one (1) or more of the counterparts may be delivered by fax or PDF email transmission.

**17.15 Phase in and Phase Out**

The Proponent will be given up to a 30-day phase-in period to accomplish a smooth and successful implementation of Services. The Proponent’s phase-in period begins upon receipt of a start phase-in notice from the Park.

During the phase-in period, the Proponent must arrange for establishing management procedures, set-up records, ensure adequate equipment and supplies are in place for Sunnyside Campground, Residential and Public Areas enforcement, and otherwise prepare to provide Sunnyside Campground and Residential and Public Areas enforcement service in accordance with the terms of this agreement. During the phase-in period, the Proponent will designate a Site Manager, develop an employee list, put together a full project schedule detailing the responsibilities of assigned personnel, prepare a contingency plan for emergencies, create a quality control plan, and develop an inspection checklist. The Proponent will submit these to the CLP Contact for approval.

The Proponent recognizes that the Services are vital to the Park’s overall efforts to provide an efficient Sunnyside Campground, Residential and Public Areas enforcement service, that continuity thereof must be maintained at a consistently high level without interruption, that upon expiration of this agreement a successor may continue these Services, that its successor Proponent will need phase-in training and that the Proponent must cooperate in order to effect an orderly and efficient transition. Accordingly, the Proponent agrees to provide phase-out Services. Phase-out orientation may include work procedures, record keeping and reports. The Proponent agrees to fully cooperate with its successor Proponent in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the Services.

**17.16 Enurement**

This agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Park and the Proponent.

**IN WITNESS WHEREOF** the parties hereto, by their respective representatives duly authorized in that behalf, have caused this agreement to be executed as of the day and year first above written.

**Cultus Lake Park**

---

Joe Lamb, Chief Administrative Officer





**PROPONENT**

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

---

(Legal Name of Proponent)

---

(Signature of Authorized Signatory)

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(Print Name and Position of Authorized Signatory)



**APPENDICIES**

**APPENDIX 1 – SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

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

**APPENDIX 5 – ADDITIONAL SERVICES**

***(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED AND WILL INCLUDE DETAILS FROM THE RFP AND THE SUCCESSFUL PROPOSAL.)***



**18.0 SCHEDULE "D"**



**SCHEDULE D - FORM OF PROPOSAL**

**RFP Project Title:** Sunnyside Campground, Residential and Public Areas of the Park Security Services

**RFP Reference No.:** RFP#002.2023

**Name of Proponent:**

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**Contact Person and Title:**

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**Business Address:**

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**Telephone:**

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**Fax:**

---

**E-Mail Address:**

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TO:

Park Contact: Rachel Litchfield, Manager of Corporate Services / Corporate Officer

Address: Cultus Lake Park  
4165 Columbia Valley Highway  
Cultus Lake, BC V2R 5B5

Dear Park Contact:

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

**I/We confirm** that the applicable Schedules are attached to and form part of this Proposal.

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

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

**This Proposal** is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 202 .



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

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(Name of Proponent)

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(Name of Proponent)

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(Signature of Authorized Signatory)

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(Signature of Authorized Signatory)

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(Print Name and Position of Authorized Signatory)

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(Print Name and Position of Authorized Signatory)



**APPENDIX 1 – CULTUS LAKE PARK BYLAWS**

Please See Cultus Lake Park website for applicable bylaws.