

# BC Ferries

## Services Contract

British Columbia Ferry Services Inc.  
 ("BC FERRIES")  
 Suite 500, 1321 Blanshard Street  
 Victoria, British Columbia  
 V8W 0B7

Attention: Corrine Storey – VP & COO

Contract Administration: Sean Westwood – Business Controller,  
 Catering & Retail Operations

Telephone: [Redacted]  
 SS: 15, 19 Number

Email: Sean.Westwood@bcferries.com

Reference PO #: N/A

Ryan Company Ltd. dba Ryan Vending  
 The "CONTRACTOR" at the following address:

723A Vanalman Ave.

Victoria, BC

V8Z 3B6

Attention: Glen Jackson – Contract Manager

Telephone: 877 311-7171  
 Area Code Number

Email: Glen.Jackson@ryanvending.com

BC FERRIES AND THE CONTRACTOR AGREE TO THE TERMS AND CONDITIONS CONTAINED IN SECTIONS 1 THROUGH 30, INCLUSIVE IN THIS AGREEMENT AND IN THE SCHEDULES OUTLINED BELOW AND ANY ADDENDUM ATTACHED HEREIN.

### SCHEDULE "A" - DETAILS OF SUPPLY OF SERVICES AND/OR MATERIALS

s. 17, s. 21

*Note: Extension options shall be exercised by mutual agreement only.*

### SCHEDULE "B" - CONTRACT PRICE

s. 17, s. 21

### SCHEDULE "C" – APPROVED SUBCONTRACTOR(S)

As set out in Addendum to Schedule "C" – Approved Subcontractor(s)

### SCHEDULE "D" – ADDITIONAL TERMS

As set out in Addendum to Schedule "D" – Additional Terms

### SCHEDULE "E" – INSURANCE

As set out in Addendum to Schedule "E" – Insurance

### SCHEDULE "F" – PRIVACY PROTECTION SCHEDULE (FOIPPA)

As set out in Addendum to Schedule "F" – Privacy Protection Schedule (FOIPPA)

## TERMS AND CONDITIONS

### THE CONTRACTOR

1. The Contractor will:
  - (a) provide to BC Ferries the services listed in Schedule "A" hereto and all other services as are necessarily incidental thereto (the "Services"), during the Term, for the Contract Price established in Schedule "B" in accordance with the terms and conditions of this Agreement, including the Addendum to the Schedules (if any) attached, notwithstanding the date of the execution and delivery of this Agreement;
  - (b) supply at its own expense all labour, materials and approvals necessary to perform the Services except as specifically set forth herein;
  - (c) provide BC Ferries with status reports (a "Confirmation of Services Rendered") regarding the performance of the Services by the Contractor at such intervals as BC Ferries may reasonably direct; the report shall be made up to the end of the period in respect of which it is made, in a form acceptable to BC Ferries and shall contain information as may be reasonably required by BC Ferries from time to time;
  - (d) comply with all applicable laws, regulations, and requirements of federal, provincial, municipal and other governing authorities;
  - (e) comply with all statutory occupational health and safety requirements under or in connection with the Workers Compensation Act in performance of the Services and the Contractor represents and warrants to BC Ferries that it is in compliance with all requirements of the Workers Compensation Act, including registration;
  - (f) comply with BC Ferries' login/logout Policies and Contractor's Safety Guidelines as outlined in Appendix "A";
  - (g) not assign this Agreement nor subcontract any right, duty or obligations hereunder to any person, firm or corporation without the prior written consent of BC Ferries and any attempt to so assign or subcontract without such consent of BC Ferries shall be null and void and of no effect;
  - (h) at all times maintain a first class standard of care, skill and diligence in performance of the Services, warranting that the Services shall be performed to the standard of experienced professionals in the Contractor's field;
  - (i) ensure that all persons employed or engaged by it to perform the Services have the qualifications, experience and capabilities necessary to perform the Services taking all reasonable steps to insure that such persons perform the Services to a first class standard of care, skill and diligence of experienced professionals in the Contractor's field;
  - (j) establish and maintain records, as required by BC Ferries from time to time;
  - (k) not advertise or otherwise publicize its working relationship under this contract without the prior written consent of BC Ferries;
  - (l) indemnify and save harmless BC Ferries, its directors, officers, employees, agents, servants and assigns from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that BC Ferries may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or any of the Contractor's agents, employees, directors, officers, or subcontractors engaged in connection with the Services, including without limitation, any infringement of copyrights or licence rights by the Contractor, excepting always liability to the extent arising out of the independent wilful acts of BC Ferries. This section 1 (l) shall survive the expiry of the Term or the earlier termination of this Agreement;
  - (m) during the Term of this Agreement, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Schedule "E";
  - (n) make application for, obtain and remit to BC Ferries any applicable refund or rebate of federal or provincial taxes or duties available with respect to any articles, materials, equipment or services used or provided under this Agreement; and
  - (o) remedy deficiencies in the services promptly on request of BC Ferries for a period of one (1) year after the Term, at no charge to BC Ferries. This section, 1 (o), shall survive the expiry of the Term or the earlier termination of this Agreement.
2. The Contractor acknowledges and agrees that, at all times, BC Ferries has the right of control, review and prior approval with respect to the performance of the Services and may from time to time impose specific requirements and general procedures with which the Contractor must comply and without restricting the generality of the foregoing, BC Ferries may require that its approval of any particular stage of the Services be obtained before the Contractor continues to the next stage in the performance of the Services and such approval by BC Ferries shall not effect or diminish in any way the obligations and liabilities of the Contractor with respect to the Services set forth herein or otherwise arising, nor shall BC Ferries be deemed by virtue of this paragraph to be entitled to direct the Contractor as to the manner in which the Services are performed.

## THE CONTRACT PRICE

3. The amount and terms of payment from the Contractor to BC Ferries shall be as outlined in Schedule "B".
4. Section intentionally deleted.
5. Section intentionally deleted.
6. Section intentionally deleted.

## BC FERRIES

7. BC Ferries will:
  - (a) Section intentionally deleted.
  - (b) make available to the Contractor all available information considered by BC Ferries to be pertinent to the Services and shall provide the Contractor with access to BC Ferries facilities and equipment as set out in Schedule "A".

## SUSPENSION OF WORK/TERMINATION

8. This Agreement shall automatically terminate upon expiration of the Term.
9. Prior to the expiration of the Term, either party may, at its option, elect to terminate the Agreement, provided that the party electing to terminate provides the other with 90 days notice in writing, or payment in lieu of notice.
10. BC Ferries may terminate this Agreement at any time, without notice or payment in lieu of notice, upon occurrence of any of the following:
  - (a) the Contractor fails to comply with any provision of this Agreement or in circumstances where, if the Contractor was an Employee, BC Ferries could terminate this Agreement for just cause; or
  - (b) the Contractor becomes bankrupt or insolvent or subject to an assignment for the benefit of creditors of the Contractor.
11. Where the Contractor fails to comply with the provisions of this Agreement, BC Ferries may, in addition to terminating this Agreement, pursue such other remedies as it deems necessary.
12. The parties expressly agree that upon termination of this Agreement at any time and for any reason, there shall be no monies owing or payable by BC Ferries to the Contractor other than monies already accrued and owing to the Contractor up to the date of termination.
13. BC Ferries may, at its option, suspend performance of the Services and payment of the Contract Price in the event of any problem or dispute arising between the Contractor and BC Ferries or for any other reason BC Ferries consider appropriate.

## GENERAL

14. The Contractor shall not be the employee or agent of BC Ferries and accordingly shall not purport to enter into any contract or subcontract on behalf of BC Ferries or otherwise act on its behalf. The Contractor hereby acknowledges that BC Ferries shall not be required on behalf of the Contractor to make remittances or payments required by statute of employers and that the Contractor and its employees shall not be entitled to any benefits provided by BC Ferries to its employees.
15. This Agreement is made and shall be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
16. Time shall be of the essence of this Agreement.
17. Any notice required to be given hereunder shall be written and may be faxed, delivered by hand or mailed by prepaid registered mail to the addresses on the first page of this Agreement (or at such other British Columbia address as either party may from time to time designate in writing to the other); and any such notice mailed will be deemed to be received on the third business day after mailing (weekends, statutory holidays and days on which there is postal service disruption excepted).
18. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.
19. No waiver by either party of any breach of a provision of this Agreement shall be deemed to be a waiver of any other breach of this Agreement.
20. Notwithstanding anything herein to the contrary, neither party hereto shall be deemed in default with respect to the performance of the terms, covenants, and conditions of this Agreement if the same shall be due to any reason beyond the reasonable control of the party including due to any strike, lockout, civil commotion, sabotage, governmental regulations or controls or acts of God. Any party affected by an event of Force Majeure shall give notice of such event to the others as soon as it becomes aware of such event and shall take all reasonable steps to mitigate the effects of such event.
21. All material, documents, manuals, reports, plans, records, specifications, computer programs, computer source codes, computer documentation, concepts, findings, data, drawings, information and processes prepared or produced by or at the discretion of the Contractor directly or indirectly in connection with the Services or otherwise developed or first reduced to practice by the Contractor or its agents, employees or subcontractors in performing the Services (collectively the "Material") shall belong exclusively to BC Ferries which shall be solely entitled to all patents, copyright, trademark and other intellectual property rights in respect thereof;

provided that the Contractor is hereby granted a non-exclusive licence during the Term to prepare and use the Material in performing the Services. Such licence shall terminate upon the termination of this Agreement. No copies extracts or any other reproduction of any Material shall be made by the Contractor without the express written permission of BC Ferries. The Contractor hereby irrevocably waives all moral rights and rights of authorship or attribution that the Contractor may have in the Materials. The Contractor represents, warrants and covenants that the Materials do not and will not infringe the intellectual property rights of any other party.

22. The Contractor acknowledges that during the Term of this Agreement, the Contractor or any of the Contractor's agents, employees or subcontractors may have access to confidential information (the "Confidential Information") concerning BC Ferries or other third parties dealing with BC Ferries which information is of a special and unique value respecting the operation and affairs of BC Ferries and such third parties. The Contractor agrees that any Confidential Information which has or will come into its possession or knowledge in connection with the Services shall be held in the strictest confidence and that, during the term of this Agreement or at any time thereafter, the Contractor, or any of the Contractor's agents, employees or subcontractors shall not make use of the Confidential Information other than in the performance of the Services and shall not disclose or release it to any other party. This section shall survive the expiry of the Term or the earlier termination of this Agreement.
23. Upon request of BC Ferries, the Contractor shall permit BC Ferries to inspect, review, retain and/or copy all Material and upon the request of BC Ferries during the Term of this Agreement, or upon termination of this Agreement, the Contractor shall immediately deliver to BC Ferries any or all Materials or Confidential Information, together with all copies thereof and extracts therefrom, which may be in the possession or under the control of the Contractor or its agents, employees or subcontractors
24. All assets and property provided by BC Ferries to the Contractor or any of the Contractor's agents, employees or subcontractors will be and remain the exclusive property of BC Ferries and shall be delivered by the Contractor to BC Ferries immediately upon BC Ferries giving notice of such request to the Contractor and shall be returned to BC Ferries forthwith upon the completion of the Services or earlier termination of this Agreement in the same or better condition than they were at the time of delivery to the Contractor or its agents, employees or subcontractors.
25. No alteration or amendment to this Agreement shall be effective unless the same is in writing and duly executed by the parties hereto in the same manner as this Agreement.
26. This Agreement and related local purchase order(s) and any amendment made pursuant to section 25, constitute the entire Agreement between the parties.
27. Any determination by BC Ferries as to its consent shall be in its absolute discretion.
28. Where the Contractor is a limited company, the Contractor hereby represents and warrants to BC Ferries that the signatory has been duly authorized by the Contractor to enter into this Agreement without corporate seal on behalf of the said company.
29. The Contractor acknowledges that BC Ferries is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 ("FOIPPA"). The Contractor will ensure that all personal information that is collected, used, disclosed, retained or created is done so in accordance with FOIPPA.
30. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the 12 day of MAY, 2021.

SIGNED AND DELIVERED on behalf of  
**British Columbia Ferry Services Inc.** by its  
Authorized signatory

SIGNED AND DELIVERED on behalf of  
**Ryan Company Ltd. dba Ryan Vending** by its  
Authorized signatory.

Per: s. 22  
Name: May 19, 2021  
Title: VP & Chief Operating Officer

Per: s. 22  
Name: ROBERT OUGHTRED  
Title: DIRECTOR

**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**  
**SERVICES**

Where the Contractor is a limited company, and a specific individual's expertise is required, the party designated to perform the services under this agreement are: **Various, as outlined in Section 3.10 and Table 3, below.**

**DESCRIPTION OF SERVICES:**

s. 17

s. 17, s. 21

**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**

s. 17, s. 21

**SERVICES (cont.)**

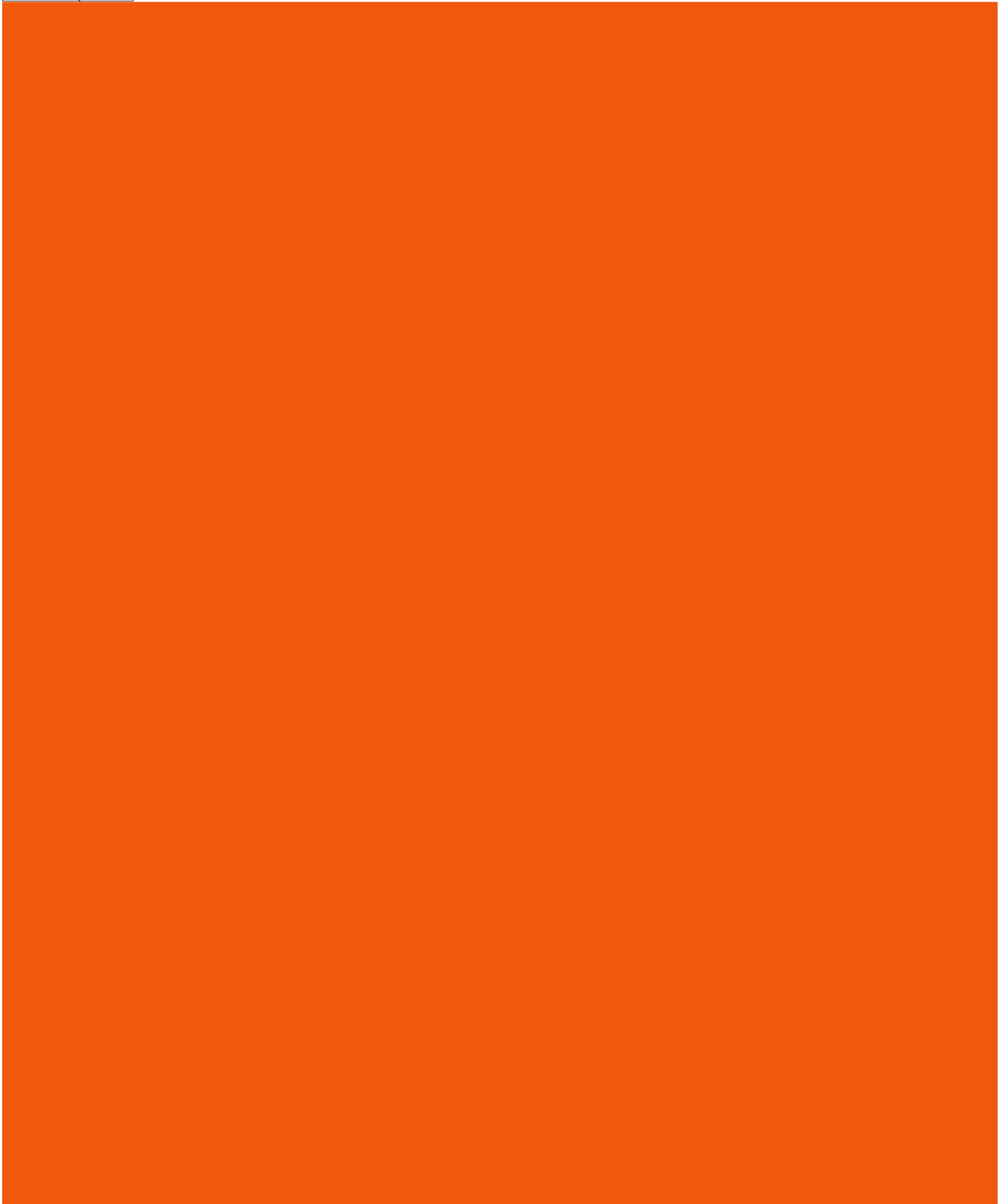
**2. Equipment and Payment Technology**

- a. The Contractor shall supply the newest technology equipment available in the international vending services industry.
- b. The Contractor shall use the newest payment technology options available, including all coins, bills, on phone app payment, credit and debit card payment as well as "No Touch Interact Flash payment"
- c. The Contractor shall have the hardware and internal machine infrastructure to supply the choice of cashless or coin/bill payments. Coin/ Bill payments will be offered at a seventeen-cent per unit retail discount vs cashless purchases.
- d. The Contractor shall provide all equipment with feature guaranteed delivery system, that assures a successful completion of the vending transaction or a full refund to the customer.

**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**

s. 17, s. 21

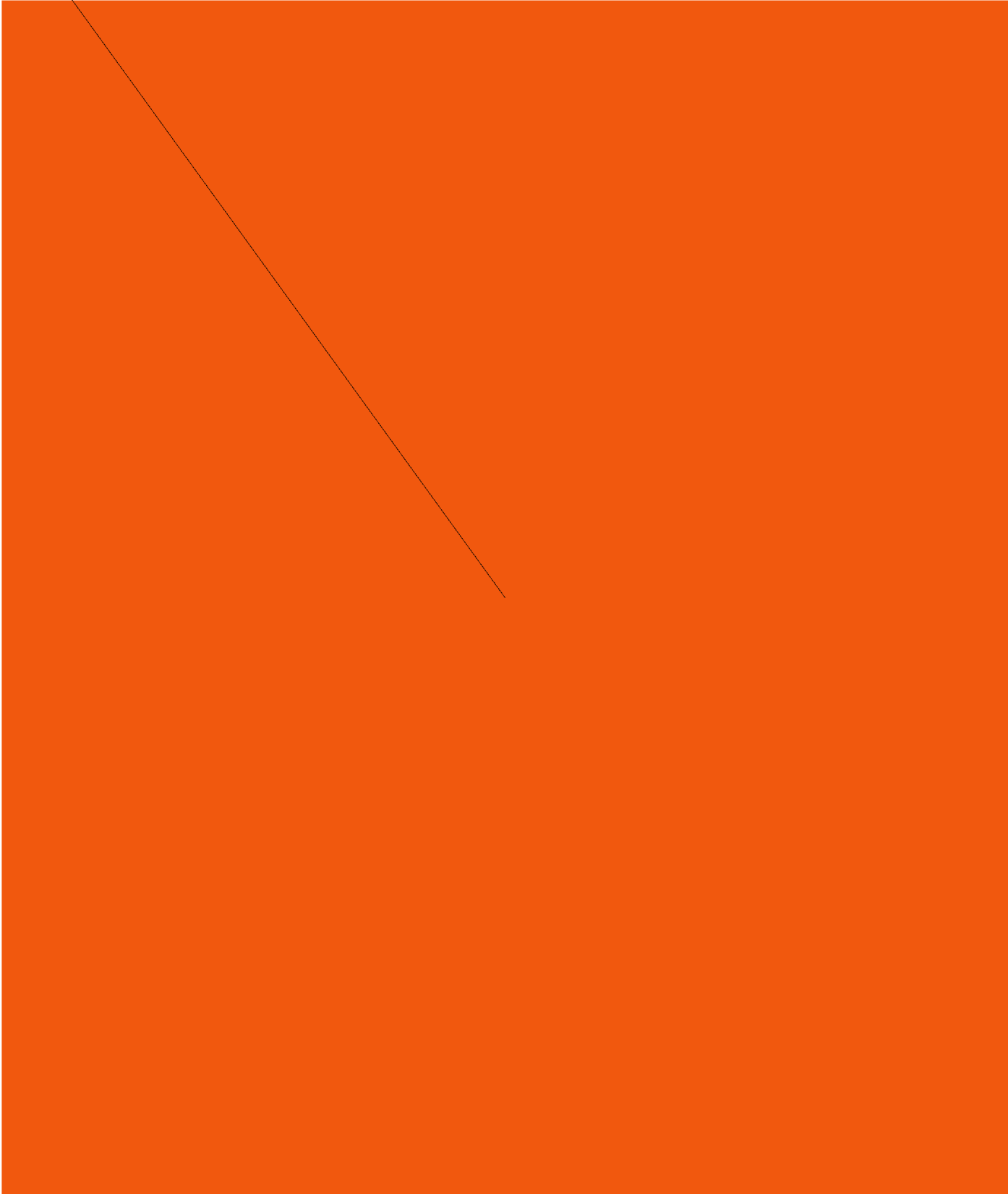
**SERVICES (cont.)**



**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**

s. 17, s. 21

**SERVICES (cont.)**





**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**  
**SERVICES (cont.)**

s. 17, s. 21



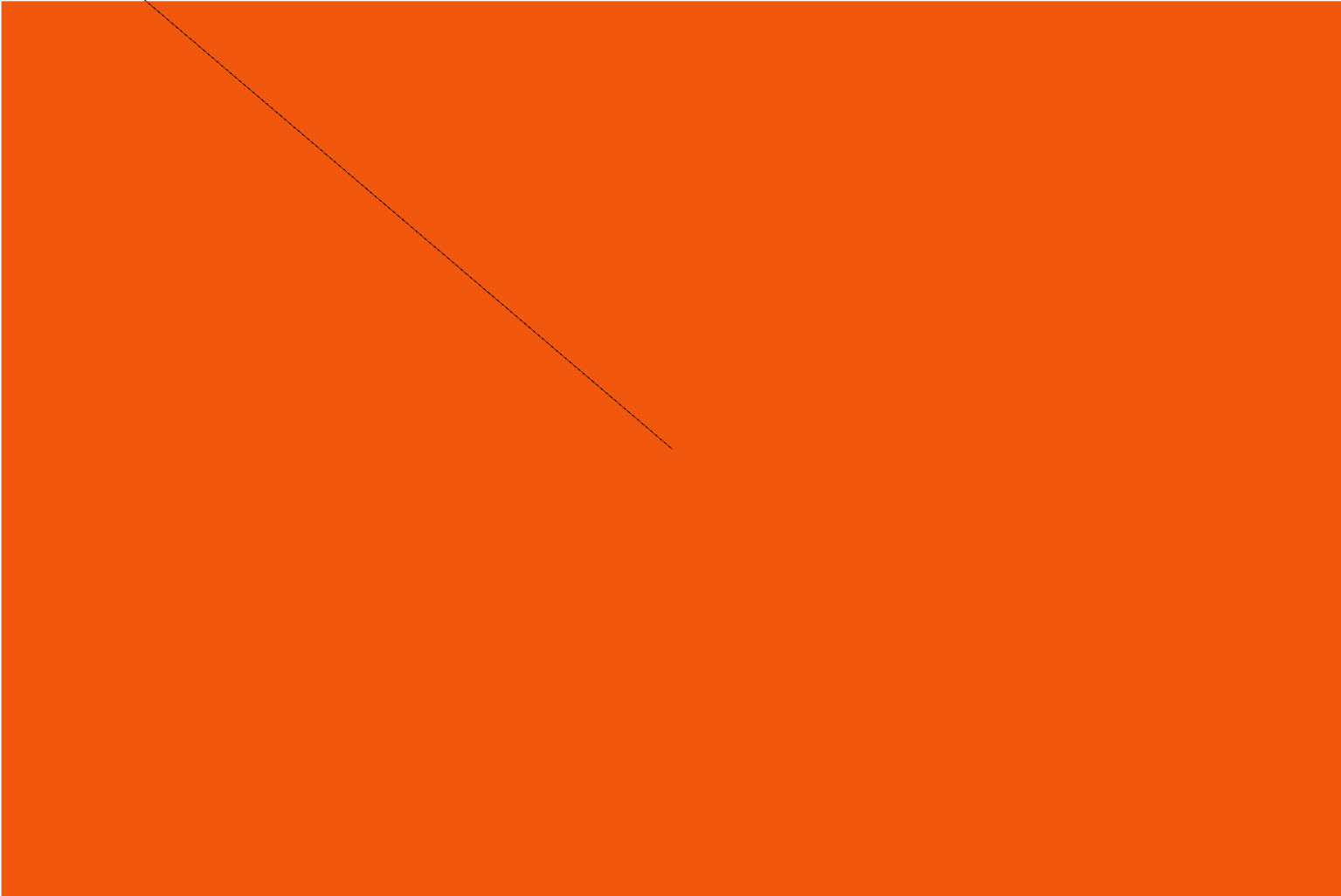
**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**  
**SERVICES (cont.)**

**Table 2 – Vessel Locations for Peak and Off-Peak Season**

<b>Route #</b>	<b>Route Description</b>	<b>Vessels (Peak Season)</b>	<b>Vessels (Off-peak Season)</b>
1	Tsawwassen - Swartz Bay	Spirit of British Columbia Spirit of Vancouver Island Coastal Celebration Queen of New Westminster	Coastal Celebration Coastal Renaissance Spirit of British Columbia (peak periods only) Spirit of Vancouver Island (secondary vessel) Queen of New Westminster (refit relief as required)
2	Horseshoe Bay - Nanaimo (Departure Bay)	Queen of Oak Bay Queen of Cowichan Coastal Renaissance	Queen of Oak Bay Queen of Cowichan Queen of Coquitlam (refit relief as required)
3	Horseshoe Bay - Langdale	Queen of Surrey Queen of Coquitlam	Queen of Surrey
30	Tsawwassen - Nanaimo (Duke Point)	Queen of Alberni Coastal Inspiration	Queen of Alberni Coastal Inspiration
4	Swartz Bay - Fulford Harbour	Skeena Queen	Skeena Queen
5	Swartz Bay - Southern Gulf Islands (Sturdies Bay, Otter Bay & Village Bay)	Queen of Cumberland	Queen of Cumberland
5A	Swartz Bay - Southern Gulf Islands (Lyll Harbour, Sturdies Bay, Otter Bay & Village Bay)	Mayne Queen	Mayne Queen
6	Crofton to Vesuvius	Howe Sound Queen	Howe Sound Queen
7	Powell River - SALTERY Bay	Malaspina Sky	
8	Horseshoe Bay - Snug Cove	Queen of Capilano	Queen of Capilano
9	Long Harbour - Tsawwassen	Salish Orca	
9A	Tsawwassen - Southern Gulf Islands (Sturdies Bay, Village Bay, Otter Bay & Long Harbour)	Salish Raven	
17	Little River - Powell River	Salish Eagle	
18	Powell River - Texada Island	Island Discovery	Tachek (refit relief as required)
19	Nanaimo Harbour - Gabriola Island	Quinsam	Quinsam
23	Campbell River - Quadra Island	Powell River Queen	Powell River Queen
24	Quadra Island - Cortes Island	Tachek Tenaka	Tachek Tenaka
25	Port McNeil - Sointula - Alert Bay	Island Aurora	Tachek (refit relief as required)
10	Port Hardy/ Skidegate	Northern Adventure	Northern Expedition
11	Port Hardy/ Prince Rupert	Northern Expedition	Northern Adventure

**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**  
**SERVICES (cont.)**

s. 22, s. 21



**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**  
**SERVICES (cont.)**

s. 22, s. 21



**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "A"**  
**SERVICES (cont.)**

**4. Administration Overview**

s. 17, s. 21, ss. 15, 19



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**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "C"**  
**APPROVED SUBCONTRACTORS**

No approved sub-contractors.

**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE “D”**  
**ADDITIONAL TERMS**

[No modifications to the standard Terms and Conditions included herein are permitted. Additional terms included here: Addendum to Schedule “D” – Additional Terms, are subject to BC Ferries review and acceptance.]

No additional terms.



**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "E"**  
**INSURANCE**

**GENERAL:**

1. The Contractor shall, prior to commencement of the service and at his expense, obtain and maintain, until all conditions of the contract have been fully complied with, insurance coverage in wording and in amounts as hereafter specified unless altered by mutual agreement. Any additional coverage that the Contractor may deem necessary to fulfil his obligations under this contract shall be at the Contractor's own discretion and expense.
2. Payment of any deductible amount shall be the responsibility of the Contractor.
3. General Conditions:
  - Insurance shall be placed with reliable insurers registered and licensed to issue insurance in the Province of British Columbia and acceptable to BC Ferries and shall be in a form acceptable to BC Ferries.
  - Before starting the work under this contract, the Contractor shall give BC Ferries proof of all specified insurance and when requested, within ten (10) working days thereafter, a certificate of insurance evidencing coverage.
  - Insurance shall run continuously from the start of the work to the expiry date, which shall not be less than ten (10) working days after completion of work.
  - The Contractor shall be responsible for all deductibles under policies and insurance provided by the Contractor.
  - Loss or damage covered by an insurance policy shall not affect BC Ferries' or Contractor's rights and obligations under this contract. The Contractor's insurance is Primary.
  - If the Contractor fails to provide the specified insurance, BC Ferries may do so and deduct the costs from the Contract Price.
4. All policies shall state that:
  - (i) BC Ferries shall receive at least thirty (30) working days prior written notice of intended cancellation or material change.
  - (ii) The inclusion of more than one Insured shall not affect the rights of any other Insured.
5. The Contractor shall not operate or allow entry onto BC Ferries' property, any unlicensed motor vehicle. Unlicensed mobile equipment will be insured by the Contractor for physical damage and liability.

**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "E" cont.**  
**INSURANCE**

**VEHICLE INSURANCE REQUIREMENT:**

1. Automobile insurance coverage shall be arranged with inclusive limits of not less than five million dollars (\$5,000,000) on a Standard Owners Form Automobile Policy, affording third party liability and accident benefits insurance, as provided by the Insurance Corporation of British Columbia (AUTOPLAN) in accordance with the Automobile Insurance Act for all licensed vehicles owned, leased, rented or used in the performance of this contract.

**COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIREMENT:**

1. Comprehensive general liability coverage shall be arranged and shall include as an additional insured, BC Ferries and the Contractor, separately and jointly and shall include a cross liability clause.

Risks insured shall include personal injury, death and property damage including loss of use thereof. Minimum coverage is as follows:

- Five million dollars (\$5,000,000) inclusive limits for bodily injury or property damage or both combined each occurrence, and
- Five million dollars (\$5,000,000) aggregate limits for products and completed operations, personal injury, each policy year.

**SERVICES CONTRACT**  
**ADDENDUM TO SCHEDULE "F" ADDITIONAL TERMS**  
**PRIVACY PROTECTION SCHEDULE**

Unless otherwise defined herein or the context herein requires otherwise, any capitalized term used in this Addendum to Schedule "E" - Additional Terms shall have the meaning given to it in the Terms and Conditions.

**Definitions**

1. In this Schedule,

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

**Purpose**

2. The purpose of this Schedule is to:

- (a) enable BC Ferries to comply with its statutory obligations under FOIPPA with respect to personal information; and
- (b) ensure that the Contractor is aware of and complies with its statutory obligations under FOIPPA with respect to personal information.

**Collection of personal information**

3. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- (a) the purpose for collecting it;
- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by BC Ferries to answer questions about the Contractor's collection of personal information.

**Accuracy of personal information**

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

**Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than BC Ferries, the Contractor must promptly advise the person to make the request to BC Ferries unless the Agreement expressly requires the Contractor to provide such access.

**Correction of personal information**

8. Within 5 business days of receiving a written direction from BC Ferries to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

9. When issuing a written direction under section 8, BC Ferries must advise the Contractor of the date the correction request to which the direction relates was received by BC Ferries in order that the Contractor may comply with section 10.

10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to BC Ferries, the Contractor disclosed the information being corrected or annotated.

11. If the Contractor receives a request for correction of personal information from a person other than BC Ferries, the Contractor must promptly advise the person to make the request to BC Ferries.

**Protection of personal information**

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

**Storage and access to personal information**

13. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

**Retention of personal information**

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

#### **Use of personal information**

15. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

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

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

17. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

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

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of FOIPPA, if in relation to personal information in its custody or under its control the Contractor: receives a foreign demand for disclosure; receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify BC Ferries and, in so doing, provide the information described in section 30.2(3) of FOIPPA. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of FOIPPA.

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

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of FOIPPA, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify BC Ferries. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of FOIPPA.

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

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

#### **Compliance with FOIPPA and directions**

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

- (a) the requirements of FOIPPA applicable to the Contractor as a 'service provider', including any applicable order of the commissioner under FOIPPA; and
- (b) any direction given by BC Ferries under this Schedule.

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

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

23. In addition to any obligation in the Agreement regarding non-compliance with the Agreement, if for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify BC Ferries of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

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

#### **Interpretation**

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

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

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by BC Ferries under this Schedule) conflicts with a requirement of FOIPPA or an applicable order of the commissioner under FOIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

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

**SERVICES CONTRACT**

**APPENDIX A**

**LOG-IN/LOG-OUT POLICY AND**  
**CONTRACTOR'S SAFETY GUIDELINES**

**[attached]**

## **NOTICE TO CONTRACTORS**

### ***WORK PERMIT AND ACCESS LOGBOOK INSTRUCTIONS***

BC Ferries. has a contact, log in/log out policy for all Contractors and/or service providers entering our worksites to provide service to BC Ferries. Contact is to be in person as follows:

On all Large Vessels:

- Contact the Chief Steward, during operational hours, for routine service of the Contractor's machines, i.e. telephones, games machines etc.
- Contact the Sr. Engineer on watch for any service which requires the removal or addition of equipment or machinery and for any service provided during non-operational hours.

On all Minor vessels:

- Contact the Sr. Engineer on watch at all times.

At Major Terminals:

- Contact the Terminal Supervisor

At Minor Terminals:

- Contact the senior Terminal Attendant on duty.
- Contact names and telephone numbers will be provided to the Contractor by BC Ferries.

All Contractors will be required to provide a contact telephone number and recent Government-issued photo identification (e.g. driver's licence). A BC Ferries identification card and security vest will be provided and must be worn at all times while working on the facility/vessel. The photo identification will be returned after the Contractor has signed out and returned the security ID card and vest.

While conducting business within the Administration area, the wearing of a security vest is not required.



**CONTRACTOR SAFETY/SECURITY REQUIREMENTS AND ORIENTATION BOOKLET**

*This document makes note of specific safety and security requirements contained in the BC Ferries' Level II Safety and Security Manuals in eFleet. In addition, all other regulations, standards, guidelines, safety documentation and/or requirements that may apply are considered to be mandatory in their entirety at all BC Ferries' locations with the most stringent having priority in cases of conflicting requirements.*

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## 1. SAFETY AT BC FERRIES

### Introduction

BC Ferries (BCF) is committed to the prevention of accidental loss and to the provision of a safe and healthy work environment by reducing the risk of employment injury, occupational disease and accidental damage or loss to equipment and property and by complying with legislated regulations, standards and established safe work procedures.

### Policy

All work shall be planned and performed to reduce the risk of work related injuries and losses in accordance with responsibilities as outlined below.

### Definitions

- **BCF Site Contact** – the BCF employee who the contractor contacts for the specific worksite, usually on location.
- **BCF Work Owner** – the BCF representative responsible for the coordination of work to be completed at a BCF worksite by a contractor. This could include Project Managers.
- **BCF Work Owner Representative (when BCF is not the Prime Contractor)** – the BCF person designated to coordinate the on-site contract work with the Prime Contractor.
- **Contractor** – any persons or group of persons entering a site ~~unaccompanied by an employee~~ for any amount of time that is carrying out work as agreed through written or verbal contract. This can include but is not limited to vendors and service providers.
- **Coordinator (when BCF is not the Prime Contractor)** – the person designated by the Prime Contractor to be the liaison between the BCF Work Owner and the Prime Contractor.
- **Prime Contractor** – a contractor who enters into a written agreement with BCF for the purposes of coordinating activities of themselves, other contractors or BCF staff on a BCF location as per the *Workers' Compensation Act* and OSH Regulation.
- **Visitor, Supplier or Consultant** – a non-BCF employee who is accompanied by and in the care of a BCF employee constantly while at a BCF site for non-contract work purposes.

## 2. RESPONSIBILITIES

### Prime Contractor

The following responsibilities apply when an external contractor is designated the Prime Contractor:

- Ensure the contract is in writing.
- Assign a qualified Coordinator.
- Identify, address and control hazards.
- Ensure work on the site is carried out in accordance with OSH Regulation.
- Coordinate and communicate with subcontractors.
- Establish an emergency response plan.
- Maintain accurate records.

### Contractors and Subcontractors

The following responsibilities apply to contractors and subcontractors:

- Ensure pre-arrangements with the BCF Work Owner are made and authorization to carry out the work is received.
- Comply with all safety regulations, standards, guidelines and other applicable safety requirements specific to the work being done.

**07.07.100A – Appendix A – Contractor Safety Requirements (Page 4 of 11)**

- Report all safety related events and incidents to the BCF Site Contact.
- Ensure appropriate safety training is provided for all staff.
- Provide a copy of the safety program, safe work procedures and all other job specific safety procedures to BCF for review.
- Plan and conduct work in a safe manner.
- Supervise workers in the safe performance of their job.
- Provide workers with all required personal protective equipment and instruct in its proper use.
- Ensure all equipment and tools are in safe condition, inspected and certified as required.
- Ensure all employees are trained and or certified for the equipment and tools they use.
- Ensure daily crew safety meetings (toolbox meetings) are held and questions and concerns on safety are addressed.
- Barricade all construction areas to prevent unauthorized access with informational signage as required.
- Ensure all workers coming onto a BC Ferries worksite have read and understood this Contractor Safety Requirements package.
- Ensure all workers coming onto a BC Ferries worksite have received the Annual Contractor Site Specific Orientation.
- Ensure a Contractor Safe Work Plan is completed prior to beginning work at any BCF site.

**Visitors, Suppliers and Consultants**

The following responsibilities apply to visitors, suppliers and consultants:

- Report to the BCF Site Contact upon arrival.
- Ensure the Annual Contractor Site Specific Orientation is current.

**3. SECURITY (WORKSITE ACCESS SIGN IN SYSTEM)**

All contractors, visitors, regulatory agencies, suppliers, consultants and their staff must be familiar with the requirements for signing in and signing out at BCF worksites. The BCF Work Owner will supply the current procedure for each specific worksite location and project. Wearing a safety vest is mandatory and can be obtained at the site if needed. No person will be provided access to any BCF site without approval from the BCF Site Contact.

**4. GENERAL INFORMATION AND WORKER CONDUCT**

- BC Ferries is committed to a respectful and violence-free workplace. Any non-respectful act against any individual at BCF workplaces is unacceptable and will not be tolerated.
- All workers must be signed in and out each day.
- Obey all speed limit signs posted on terminals.
- Impact to BCF customers and operational employees must be reduced to as low as possible.
- Contractor parking locations must be coordinated prior to commencement of work.
- BC Ferries is a smoke-free environment that does not permit the smoking of any tobacco, marijuana and vapour products.
- Use of drugs or alcohol on BCF property is not tolerated.
- Contribute to safe working conditions through safe work practices and good housekeeping.

Refer to the BCF Site Contact for any additional safety questions.

## 5. SAFETY REPORTING

Whenever a person observes what appears to be an unsafe or harmful condition or act, or a near miss, the person must report it as soon as possible to their supervisor or the assigned BCF Site Contact. The person receiving the report must investigate the reported unsafe condition or act and must ensure any necessary corrective action is taken without delay.

## 6. PERSONAL PROTECTIVE EQUIPMENT

Personal Protective Equipment (PPE) includes common items, such as safety footwear, hard hats, eye protection (safety glasses/goggles/face shields), hearing protection, gloves, hi-visibility vests, personal floatation devices, leg and torso protection, fall restraint/arrest harnesses and lanyards, respirators, arc and shock hazard rated clothing and others.

All employers shall:

- ensure each employee is aware of the PPE requirements for the work they are carrying out; and
- provide necessary PPE, where required.

Each worker shall:

- inspect all PPE prior to use; and
- be aware of the correct application for use and the limitations of the equipment worn.

## 7. EMERGENCY PROCEDURES/FIRST AID

1. **When the contractor is the Prime Contractor**, emergency procedures and provisions for first aid must be provided to the BCF Work Owner for approval prior to starting work.
2. **When the contractor is not the Prime Contractor**, the location and number of employees completing the work must be provided to the BCF Site Contact. This may affect the OFA requirements for the worksite. The contractor must follow the BCF procedures as outlined in the Annual Contractor Site Specific Orientation.

## 8. WORKPLACE ELECTRICAL SAFETY

### Contractor Management

The supervisor or an authorized Qualified Electrical Worker (QEW) shall:

- Ensure contractors are made aware of hazards related to the work they are performing.
- Identify and provide all information necessary to perform an Electrical Risk Assessment for both Shock and Arc Flash.

### Contractor Responsibilities

Contractors shall:

- Ensure their employees are qualified and competent for the low or high voltage work tasks that will be assigned to them.
- Ensure their employees are trained and understand how to assess electrical hazards, apply appropriate risk control methods and the applicable provisions and procedures provided to them.
- Supply their own electrical specific PPE, tools and equipment unless specifically authorized to make use of BC Ferries PPE, tools and equipment.

### Contractor Workers

Contractors shall be competent to undertake the work tasks for which they are contracted. The contractor's workers who do electrical work shall meet the following requirements:

- Must be a Journeyman Electrician, P.Eng. or P.E., Electrical Engineer, Certified Electrical Technologist (CET) or other Task Qualified Worker.
- Has a comprehensive knowledge of the construction, operation, installation of the electrical equipment and maintenance work tasks and the associated safety implications.
- Can determine the nominal voltage of exposed energized electrical conductors and circuit parts.
- Has Electrical Safety Awareness Training.
- Can complete Electrical Hazard Risk Assessments, both Arc Flash and Shock Risk Assessment for an energized electrical work task to identify additional protective measures and establish and use the Shock Approach Boundaries and the Arc Flash Boundary.
- Has comprehensive knowledge of the requirements of CSA Z462.
- Is experienced in the selection and application of electrical specific PPE, tools and equipment.
- Is trained on proper use, care and maintenance of electrical specific PPE, tools and equipment.
- Is trained to select an appropriate test instrument (e.g. voltage detector) and can demonstrate how to use it to test for the absence of voltage.
- Is oriented to and familiar with BCF safety programs permitting and lockout/de-energization procedures.
- Has received training to recognize and avoid or mitigate electrical hazards.
- Knows where and how to safely de-energize or switch off an electrical circuit or equipment if there is a sign of a worker in distress.
- Has reviewed and understands the entire contents of this package and received the Annual Contractor Site Specific Orientation as required.
- Has participated in the completion of Contractor Safe Work Plan prior to beginning work at any BCF site.
- Has received Electrical Emergency Response and First Aid/CP Training.

## 9. LOCKOUT

All contractors must follow BC Ferries' de-energization and lockout policy and procedures.

In the case of BC Ferries designating a Prime Contractor and giving them total control of a worksite and no BC Ferries employees will conduct work inside that controlled zone, Prime Contractor (WorkSafeBC approved) procedures can be used. However, BCF should make every endeavor to encourage contractors to adopt BCF Lockout.

A specific exception has been granted to KONE technicians in regard to their requirement for live testing and troubleshooting of elevating devices and equipment. The exception and stipulations are detailed in Appendix N of their contract.

All contractors involved in lockout on BCF vessels or worksites will follow BCF group lockout policy.

Every person working on any equipment requiring lockout is to apply a personal lock on the hasp on the lock box.

- No worker will work under another worker's lock.
- No worker will place or remove another worker's lock.
- All contractors involved in lockout must prove de-energization from **all energy sources**.

Contractors at FMU that require lockout must:

- report to the vessel's Senior Site Supervisor to clarify scope of work and to arrange for the equipment to be locked out in group lockout by the vessel's Senior Site Supervisor;
- prove the locked out piece of equipment has been successfully de-energization from **all energy sources**;
- place their personal lock on the lock box with their contact information on the lock or a tag;
- remove their personal lock off the lock box by the end of their shift or completion of task; and
- report to the vessel's Senior Site Supervisor when the lockout is completed.

## 10. ASBESTOS

Contractors that could disturb asbestos containing material on a BCF property or vessel will be provided the site's Hazardous Materials Inventory by the BCF Work Owner.

Before disturbing any building materials, contractors must review the sections of the Hazardous Materials Inventory that pertains to the areas where work will be carried out. This review will be carried out jointly with the BCF Site Contact to ensure both parties are aware of any potential for asbestos disturbance. In addition to reviewing the sections of the Hazardous Materials Inventory affected by the planned work, the General Notes section of the document must also be reviewed by both parties. The General Notes section of the Hazardous Materials Inventory lists and describes materials that could be uncovered during destructive work but may not be listed in the "area by area" section of the document.

All staff working under the contractor must be informed of the types of asbestos containing material that could be uncovered, as well as the requirement to stop work that could disturb the material further until the BCF Site Contact has been contacted to provide further direction.

If there is the slightest doubt about the content of any fibrous material, treat it as asbestos containing material and report it to the BCF Site Contact prior to performing work, to determine how to proceed.

## 11. CONFINED SPACE ENTRY

### BC Ferries as the Prime Contractors

When BC Ferries is acting as the Prime Contractor for confined space entry and rescue the following apply:

- All entry plans will be approved by a BCF qualified person (BCF Industrial Hygienist or Refit Safety Coordinator) and these plans must meet or exceed BC Ferries own plans to be approved.
- BC Ferries owned gas detectors will only be operated by BCF staff trained to use the equipment and interpret the readings. This may mean a contractor is accompanied by a BCF staff member into the space, which is carrying a gas detector on their person; or the space is being continuously monitored by a BCF staff standby person at the entrance.
- If contractors are going to use their own gas detector, they must provide a copy of the daily bump log to the BCF confined space supervisor prior to any entry.

### Prime Contractor Other Than BC Ferries

When an outside contractor is designated in writing to be the Prime Contractor for entry and rescue in a confined space the following apply:

- The Prime Contractor will develop the entry and rescue plans associated with work in the space based on their own hazard assessment that will factor the controls required for any work in the space into any pre-existing hazard assessment that may have been provided by BCF.

**07.07.100A – Appendix A – Contractor Safety Requirements (Page 8 of 11)**

- Training relating to entry and rescue procedures will be the responsibility of the Prime Contractor.
- Gas detectors will be provided and maintained by the Prime Contractor.
- If the contractor is intending to use any BCF equipment as a part of the rescue response, the Prime Contractor is responsible for inspecting the equipment before entry and verifying the equipment is suitable for use with the rescue plan.

**Entries Carried Out at the Richmond Fleet Maintenance Unit (FMU)**

At FMU BC Ferries will always be acting as the Prime Contractor and the site's Emergency Response Team will always be the group responsible to provide rescue services. All contractors will be specifically oriented to the practices and procedures required for site confined space entry while at FMU.

**12. WHMIS**

All contractors working on a BC Ferries site shall have WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS 2015) training before beginning work on BC Ferries worksites.

Read WHMIS labels on containers of all materials to be handled. The supervisor will have Safety Data Sheets (SDS) available for all materials that will be handled. Should a product need to be used, or exposure occurs to a product that is either unknown or outside of your company's inventory, notify the BCF Site Contact or First Aid attendant. SDS for all materials used by BC Ferries are readily available. The SDS will contain all of the first aid, personal protection equipment requirements and safe storage policies for these products.

**13. FALL PROTECTION**

All workers must remain at least 2 metres from any unguarded edge. Fall protection systems shall be used in accordance with OSH Regulation and BCF policy when a fall of 3 metres or more may occur or where a fall from less than 3 metres involves a risk of injury greater than the risk of injury from an impact on a flat surface. In addition, a fall protection plan must be completed prior to any work taking place at heights equal to or greater than 7.5 metres or when a fall arrest system is being used. All workers working at height must be familiar with the fall protection system being used, the procedures to be followed and the hazards associated with the task. Guardrails should be used whenever practicable.

Only qualified persons may erect or alter scaffolding (refer to OSH Regulation, Part 11 and 13). Only certified man lifts may be used.

**14. DIVING OPERATIONS**

All diving operations shall be approved by a Senior Chief Engineer or Terminal Maintenance Regional Manager and follow the procedures described in the eFleet Level II Safety Manual 07.08.010 Diving Operations.

The Contracted Dive Supervisor shall follow Diving Supervisor Worksite Duties as outlined in Part 24 of the OSH Regulation.

In addition, the Contracted Dive Supervisor shall:

- complete site specific contractor safety orientations;
- evaluate diving operation hazards with the BCF Dive Coordinator;
- ensure every contracted dive team worker follows BCF group lockout policy and procedures; and
- provide all required documentation to the BCF Dive Coordinator.

## 15. FIRE SAFETY PLAN

All contractors with the responsibility of fighting fires must be trained. All contractors must be familiar with alarm activation and muster procedures as detailed during the Annual Contractor Site Specific Orientation. This orientation will explain the location of:

- Local emergency fire fighter contact information (911).
- BC Ferries site specific fire emergency contact information.
- Listing and location of all firefighting equipment available on-site.
- Alarm and evacuation procedures including muster location area designation.

The BCF Site Contact must be made aware of all hot work and a permit issued with all conditions met before work can begin.

## 16. ENVIRONMENTAL PROTECTION

Contractors' practices and products used at BCF sites shall comply with all federal, provincial and municipal environmental regulations, industry best management practices and the BC Ferries Environmental Management Plan Guidelines.

Contractors shall immediately report any environmental incident or concerns to the BCF Site Contact, provide their own spill response kits for their operations/vehicles and supply the MSDS sheet to BCF for all products that are controlled under the *Hazardous Products Act*, can enter a sewage treatment plant or can be discharged into the air or the marine environment (e.g. paints, solvents, cleaning products, solvents).

## 17. RAMP MODIFICATIONS

Any adjustments, inspections, repairs or modifications made to BC Ferries ramps or subsidiary equipment outside of normal operating design must be pre-approved by BC Ferries Terminal Engineering and be recorded as a work order entry detailing change within the BCF Asset Management System, and have such changes recorded in the Ramp Equipment Log Book.

## 18. ASSESSMENT OF CHANGING CONDITIONS

It is recognized that circumstances may change or situations not previously considered may occur where an employee's safety may be jeopardized. When it is recognized that conditions have changed and new instances present themselves, the risks must be re-evaluated and any written procedures must be modified and re-posted to negate the risk of injury. A new risk assessment may be required.

## 19. ANNUAL CONTRACTOR SITE SPECIFIC ORIENTATION

All contractors working on BC Ferries property must complete the Annual Contractor Site Specific Orientation in accordance with the *Workers' Compensation Act*, Section 118.

- The Annual Contractor Site Specific Orientation shall be organized with the BCF Work Owner and must be completed before the commencement of work on a BCF worksite.
- An Annual Contractor Site Specific Orientation is required for each BCF worksite.
- Each contractor must ensure all of its employees performing work on a BCF worksite have completed the Annual Contractor Site Specific Orientation.

## **20. SAFE WORK PLANS**

Contractors must submit a Contractor Safe Work Plan for every job they undertake prior to commencing work. The contractor's supervisor must review the approved Contractor Safe Work Plan with all workers participating in the work and the workers must sign the Contractor Safe Work Plan prior to commencing work.

If a contractor does not have their own Safe Work Plan document, they can request a BC Ferries Contractor Safe Work Plan document from the BCF Work Owner or BCF Site Contact.

Note: If new conditions arise, existing conditions change or the scope of the work changes, the Contractor Safe Work Plan must be updated to reflect the changes and go through the complete approval process. The Contractor Safe Work Plan must be reviewed again with all the workers before work continues.

## **21. TOOLS, MACHINERY AND EQUIPMENT**

All operators of equipment shall possess the necessary licenses and or certificates to operate if required. The operator must be authorized to operate the equipment. All equipment must be maintained according to the original equipment manufacturer and inspected prior to use.



22. PHONE NUMBERS CONTACT LIST 

BCF Contact #1 Department: Position: Name:	Office: Cellular: Other:
BCF Contact #2 Department: Position: Name:	Office: Cellular: Other:
BCF Contact #3 Department: Position: Name:	Office: Cellular: Other:
CONTRACTOR Contact #1 Position: Name:	Office: Cellular: Other:
CONTRACTOR Contact #2 Position: Name:	Office: Cellular: Other:
FIRE EMERGENCY CONTACT:	PHONE:
EMERGENCY MUSTER LOCATION:	

NOTES: