



REQUEST FOR PROPOSALS

Title: Management and Operation of Dogwood Campgrounds & Recreational Vehicle Park

Reference No.: 1220-030-2019-038

FOR PROFESSIONAL SERVICES (CONSULTANT)



(General Services)
Issue Date: May 17, 2019

TABLE OF CONTENTS

	Page
1. INTRODUCTION	3
1.1 Purpose	3
1.2 Definitions.....	3
2. INSTRUCTIONS TO PROPONENTS	4
2.1 Closing Time and Address for Proposal Delivery	4
2.2 Information Meeting	4
2.3 Late Proposals.....	5
2.4 Amendments to Proposals.....	5
2.5 Inquiries.....	5
2.6 Addenda	6
2.7 Examination of Contract Documents and Site.....	6
2.8 Opening of Proposals	6
2.9 Status Inquiries.....	6
3. PROPOSAL SUBMISSION FORM AND CONTENTS	6
3.1 Package (Hard Copy)	6
3.2 Form of Proposal	7
3.3 Signature	7
4. EVALUATION AND SELECTION.....	7
4.1 Evaluation Team.....	7
4.2 Evaluation Criteria	7
4.3 Discrepancies in Proponent's Financial Proposal	8
4.4 Litigation	8
4.5 Additional Information	9
4.6 Interviews	9
4.7 Negotiation of Contract and Award	9
5. GENERAL CONDITIONS	10
5.1 No City Obligation.....	10
5.2 Proponent's Expenses.....	10
5.3 No Contract	10
5.4 Conflict of Interest.....	10
5.5 Solicitation of Council Members, City Staff and City Consultants	10
5.6 Confidentiality	10
5.7 Reservation of Rights	11
5.8 Acceptance of Proposals	11
SCHEDULE A – SCOPE OF SERVICES	
SCHEDULE B – DRAFT CONTRACT	
SCHEDULE C – FORM OF PROPOSAL	

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

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

1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means www.bcbid.gov.bc.ca;

“**City**” means the City of Surrey;

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

“**City Website**” means www.surrey.ca;

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

“**Evaluation Team**” means the team appointed by the City;

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

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

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

“**Proponent**” means an entity that submits a Proposal;

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

“**Realty Asset Manager**” means the Realty Asset Manager, or designate, who is authorized in writing to deal with the Preferred Proponent on behalf of the City in connection with the draft contract, the Services and to otherwise make decisions in connection with the Services;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

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

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

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

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

(a) Email

If the Proponent chooses to submit by email, the Proponent should submit the Proposal electronically in a single pdf file which must be received by the City by email at: purchasing@surrey.ca

on or before the following date and time

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

Date: June 6, 2019

(the "Closing Time").

PDF emailed Proposals are preferred, and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt. A Proponent bears all risk that the City's computer equipment functions properly so that the Proposal is received on time.

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent should submit one (1) original unbound Proposal and three (3) copies (four (4) in total) which must be received by the City at the office of:

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

Address: Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, BC V3T 1V8, Canada

on or before the Closing Time.

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the

discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Late Proposals

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

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

2.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Manager, Procurement Services

Address: Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, BC V3T 1V8, Canada

Business Fax: 604-599-0956

Business E-mail: purchasing@surrey.ca

Reference: 1220-030-2019-038

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

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

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City Website at www.surrey.ca (the “**City Website**”) that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

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

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

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

Please double-side your Proposal.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

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

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

Experience, Reputation and Resources
The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.
Technical
The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4.
Financial
The Evaluation Team will consider the Proponent's response to Schedule C-5.
Statement of Departures
The Evaluation Team will consider the Proponent's response to Schedule C-1.

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

The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds the requirements of this RFP.

4.3 Discrepancies in Proponent's Financial Proposal

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

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

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

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the

City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

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

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Proponent management and technical personnel will be expected to participate in presentations, demonstrations and/or interviews, which will be made at no cost to the City.

All information and documents provided by the Proponents or gathered by the Evaluation Team during a presentation, demonstration or an interview may be considered by the Evaluation Team, which may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of such information and documents.

4.7 Negotiation of Contract and Award

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

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

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

5. GENERAL CONDITIONS

5.1 No City Obligation

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

5.2 Proponent's Expenses

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

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Consultants

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

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

5.7 Reservation of Rights

The City reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of Services, modify, cancel or suspend the competitive selection process at any time for any reason;
- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, or enter into negotiations for the Services or for Services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

5.8 Acceptance of Proposals

Notwithstanding anything to the contrary contained in the RFP or any other document, material or communication:

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City's acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.
- (b) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.

- (c) If the City considers that all Proposals are priced too high, it may reject them all.
- (d) The City, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the City will have no liability to any Proponent as a result of such negotiations or modifications.
- (e) The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.
- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the City, or its representatives and consultants, relating to or arising from the RFP. The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

SCHEDULE A - SCOPE OF SERVICES

PROJECT TITLE: MANAGEMENT AND OPERATION OF DOGWOOD CAMPGROUNDS & RV PARK

1. PURPOSE

The City of Surrey (the "City") requires an individual or corporation to provide general management, operation and maintenance services (the "Operator") for the City's public campground/RV park facility owned by the City known as Dogwood Campgrounds & RV Park, located at 15151 – 112 Avenue, Surrey, British Columbia (the "Campground").

The Respondent should have the following attributes:

- Professionalism;
- Good communication skills;
- Ability to perform some skilled maintenance work; and
- Previous experience.

2. SCOPE OF SERVICES

Operator's duties include but not restricted to the following:

2.1 Registration and Financial Accounting:

- a) Register and maintain a registry of all campsite's guests;
- b) Assign guests to appropriate sites;
- c) Receive and maintain a record of all campsite reservations;
- d) Collect all fees in advance, reconcile all financial transactions in accordance with the City's practices and submit a net revenue cheque to the City on a monthly basis;
- e) Maintain various records for statistical purposes;
- f) Maintain inventories and oversee the dispensing of various resale store items and ensure inventories are kept in a secure location;
- g) Manage payroll timesheets of employees etc.;
- h) Manage cashflow (petty cash, cash float etc.); and
- i) Issue Wi-Fi services to Campground guests and collect fees.

2.2 Public Relations and Campground Guidelines:

- a) Provide a friendly and cooperative atmosphere in the interaction with campsite guests and visitors;
- b) Provide exceptional customer service at all times;

- c) Ensure all Campground rules and regulations are adhered to and use good judgments and discretion in instances where regulations require enforcing;
- d) May on occasion call upon the RCMP and/or bailiffs to assist in matters that could prove potentially harmful to the operations of the Campground, the Campground guests and the public. Report any irregular occurrences to the City. Submit incident reports with these occurrences;
- e) Maintain a good supply of tourist related brochures and assist Campground guests with information that will help them enjoy their stay in the community;
- f) Coordinates the use of the picnic areas;
- g) Provide input and assistance in the determination of Campground promotional materials and mediums and maintain an inventory of clerical supplies and promotional material specific to campground operations;
- h) Initiate new programs to assist in the promotion of Campground operation and works with City in related projects; and
- i) Update Campground website as required.

2.3 Campground Operation and Maintenance

- a) Perform grounds maintenance within the Campground including individual sites, common areas and perimeters. Grounds maintenance within these areas includes but is not limited to grass cutting, grass trimming (“weed eating”), garden and shrub bed maintenance, weed control, tree and shrub pruning, garden bed cleaning and all seasonal leaf removal;
- b) Ensure that every campsite in the Campground is prepared for winter weather and secure all buildings and Campground items;
- c) Maintain the Caretakers’ residence in a clean condition;
- d) Ensure the replenishing of all supplies in the Buildings including the washrooms and laundry room that are made available to the campsite guest. Purchase and pick up washroom and/or other supplies as needed;
- e) Perform janitorial duties and maintain the washroom, shower facilities and laundry daily to ensure the facilities are presentable, clean and in good working order;
- f) Be responsible for the safekeeping and security of Campground equipment and facilities;
- g) Maintain the pool and the surrounding pool enclosure area in a clean and tidy condition and in accordance with Fraser Health guild lines and any applicable federal, provincial and municipal regulations;
- h) Be responsible for the removal of snow and de-icing of sidewalks and the hiring of specific operators/contractors for such works;

- i) Report any building repair or grounds maintenance concerns to the Realty Asset Manager;
- j) Provides input that will enhance the quality of Services to the Campground guests;
- k) Develop a regular yard maintenance schedule to ensure daily gathering and removal of all garbage and refuse so as to maintain the Campground in a neat, clean and tidy condition;
- l) Develop a regular maintenance schedule to ensure the park grass areas are irrigated together with any hedges, trees and shrubs;
- m) Develop a regular maintenance schedule to mow all grass areas and trim all trees and shrubs; and
- n) Provide all materials, supplies, maintenance equipment and resources necessary for the operation, management and maintenance of the campground.

3. GENERAL REQUIREMENTS

The current basic requirements for this RFEOI/SOQ are divisible into two general categories: operations and maintenance requirements, all as generally described below. Each category requirements are further divisible into components of work.

A. Operations:

- (i) operate the campground based on the current da provided by the City;
- (ii) supply all the personnel and staff necessary to provide high quality, friendly and helpful service to the public at regular times at the park;
- (iii) perform the Services at a high quality to ensure an effective operation;
- (iv) be responsible for the normal day to day operation and maintenance during the terms of the agreement;
- (v) manage and operate the Campground for tents and recreational vehicles including the maintenance of a reservation system for taking advance bookings of campsites;
- (vi) to provide commercial and recreational entertainment compatible with campgrounds for the guests of the Campground;
- (vii) to provide each guest with a copy of the Campground regulations;
- (viii) to properly document all usage of the Campground and prepare receipts for all revenue received from campsite rentals. Copies of these receipts are to be returned to the Realty Asset Manager at the end of each year;

- (ix) working with the City's Realty Asset Manager, establish daily, weekly or special accommodation rates prior to the commencement of each annual season; and
- (x) obtain proper registration with Canada Customs and Revenue Agency for purposes of collecting and remitting the Goods and Services Tax and employee source deductions from wages. Registration will also be made with the Workers' Compensation Board of B.C., and necessary remittances on any wages paid to employees of the Operator will be made. A copy of the notification of registration from these authorities should be provided to the Realty Asset Manager prior to commencement of operations.

B. Maintenance:

- (i) to clean and maintain the washroom and shower facilities daily to ensure the facilities are presentable, clean and in good working order;
- (ii) develop a regular yard maintenance schedule to ensure daily gathering and removal of all garbage and refuse so as to maintain the Campground in a neat, clean and tidy condition;
- (iii) to develop a regular maintenance schedule to ensure the park grass areas are irrigated together with any hedges, trees and shrubs;
- (iv) to develop a regular maintenance schedule to mow all grass areas and trim all trees and shrubs;
- (v) provide all materials, supplies, maintenance equipment and resources necessary for the operation, management and maintenance of the campground;
- (vi) to ensure no waste or other material is allowed to dirty or pollute the natural campground setting;
- (vii) to ensure no person will place obstructions or impede the flow of traffic;
- (viii) all decisions relating to landscaping, trees and the physical layout of the park must have the final approval of the Realty Asset Manager;
- (ix) supply and maintain all containers and equipment necessary to carry out the efficient operation of the Campground; and
- (x) obtain the approval of the Realty Asset Manager for all major policies regarding the use of the Campground.

4. SITE AMENITIES INCLUDE:

- Water, sewer and electricity hook-up (174 full hook up RV campsites. Each includes water, sewer, cable TV and electricity, as well as 30 AMP service.)
- Cable TV
- Wi-Fi and Internet access
- Heated swimming pool

- Propane delivery
- Treed campsites
- Playground
- 10-minute drive from stores, restaurants and other sights
- Washroom facilities
- Laundry room
- 2 gazebos
- Store: RV accessories, basic food necessities, snacks etc.
- Group tenting areas
- RV storage
- Sani-dump
- Open year round

5. CRIMINAL RECORDS CHECK

5.1 Prior to the effective date and the assignment of any personnel the Operator and each of the Operator's personnel and sub-consultants assigned to work with children and/or vulnerable adults must obtain Criminal Records Check to be conducted by the Surrey RCMP.

5.2 The Operator shall have a corporate policy in place regarding criminal record checks. The City reserves the right to audit the process.

Dogwood Campgrounds is a proud member of AAA/BCAA. We are inspected and approved as well as featured in AAA/BCAA.

-END OF PAGE-

SCHEDULE A-1
AERIAL PHOTO OF DOGWOOD CAMPGROUNDS & RV PARK
"PREMISES"



**SCHEDULE A-3
CITY'S TRADE EQUIPMENT**

Name	Quantity
1) Laundry Machine	12
2) Dryer	6
3) Computer	2
4) Monitor	2
5) Printer	1
6) Golf Carts	3
7) Truck	1
8) Desk	2
9) Chairs	3
10) Sofa	1
11) Computer Keyboards	2
12) Phones	2
13) Freezer	1
14) Fridge	1
15) Cabinets (3 drawers)	1
16) Filing Cabinets (2 drawers)	2
17) Filing Cabinet (1 drawer)	1
18) Air Conditioner	2
19) Shelves	3

SCHEDULE B – DRAFT CONTRACT



OPERATING AGREEMENT

Title: Management and Operation of Dogwood Campground & RV Park Operating Agreement

Reference No.: 1220-030-2019-038

**MANAGEMENT AND OPERATION OF DOGWOOD CAMPGROUND & RV PARK
OPERATING AGREEMENT**

THIS OPERATING AGREEMENT dated the 1st day of July 2019.

BETWEEN:

CITY OF SURREY, having an office at
13450 – 104 Avenue
Surrey, BC V3T 1V8

(the "City")

AND:

THE OPERATOR

_____, having an office at

(the "Operator")

WHEREAS:

A. The City of Surrey is the registered owner of the lands more particularly described as:

Civic Address: 15151 112 Avenue
PID: 005-818-125
Legal Description: Lot 1 Block 5N Section 8 Range 1W Plan NWP40784
NWD Except Plan EPP5810, & EPP5809

(the "Lands")

B. The City wishes to engage the Operator and the Operator agrees to provide services in connection with the operation of the Campgrounds located on that part of the Lands as shown outlined in heavy red or black line on Schedule "A" (the "Premises") in accordance with the terms and conditions of this Agreement.

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

1. Interpretation

1.1 Definitions

In this Agreement the following definitions apply:

"Buildings" means the structures and improvements located on the Premises, including but not limited to:

- (a) the main office building which includes the laundry room, washrooms, caretaker's residence, office and mechanical room;

- (b) the lower building which includes washrooms, maintenance rooms and gathering room;
- (c) the maintenance building;
- (d) the pool shed and the pool; and
- (e) the utility buildings and playground.

“Campground” means the campground and recreational vehicle trailer park located on the Premises.

“Operating Expenses” means all charges for water, sewer, electricity, gas, telephone, cable, internet and other utilities supplied to the Premises and all costs and expense of providing all and every kind of labour, superintendence, services, tools, machinery, equipment, materials, supplies, articles and other things necessary or required for, or in connection with, the management, operation, and maintenance of the Premises and Campground.

1.2 Schedules

The following attached Schedules are a part of this Agreement:

- (a) Schedule “A” Scope of Services
- (b) Schedule “A-1” Premises
- (c) Schedule “A-3” City’s Trade Equipment

2. Intent

- 2.1 The intent of this Operating Agreement is to establish the guidelines under which the Operator will be authorized to operate the Premises and Campground.

3. Services

3.1 Services

The City hereby retains the Operator to provide the services as described herein, including those identified in Schedule “A” attached hereto (the “Services”).

3.2 Standard of Care

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

3.3 Term

The Operator will provide the Services for the period commencing on July 1, 2019 and terminating on June 30, 2022 (the "Term").

4. Obligations of the City

4.1 The City will, at its sole cost:

- a) work with the Operator to ensure that all the Buildings are in good repair;
- b) give the Operator prompt and sufficient notice of changes in priorities or decisions likely to materially affect the Services;
- c) examine all requests, reports or other documents presented by the Operator relating to the Services and promptly provide written decisions or general instructions pertaining thereto so as to not delay the provision of the Services;
- d) if applicable, provide the Operator with the use of the City's registration software used for taking campsite reservations at the Campground;
- e) set the pad rental fee, tenting and storage fees for the Campground at an appropriate rent or as the City may from time to time direct; and
- f) reimburse the Operator for all Operating Costs related to the operation of the Campgrounds.

5. Obligations of the Operator

5.1 The Operator will:

- a) operate the Campground only for the purpose of a tenting and recreational vehicle campground in compliance with the City of Surrey's tourist accommodation zoning bylaw.
- b) hire a full-time caretaker/on-site manager who will be on site at the Campground at least 8 hours a day 5 days per week. The caretaker may use the caretaker's residence located within the main office building with the City's approval. The caretaker/on-site manager will be responsible to oversee the day-to-day operation of the Campground and the associated office works and grounds maintenance.
- c) operate a concession within the office area with goods for resale to Campground users and a coin-operated laundry for the use of Campground users;
- d) work with the City to develop and implement a landscape maintenance plan;
- e) use all reasonable efforts to provide the Services in a complete, efficient and tidy manner during the Term;
- f) to provide the City with monthly bank reconciliation reports for the bank account of the City held in trust by the Operator;

- g) to pay for miscellaneous expenses from the rental receipts up to a maximum of \$500 without prior written authorization;
- h) to pay, from the rental receipts, miscellaneous expenses from \$500 to \$1000 with prior written authorization from the City. The City shall approve all expenses over \$1000 and the contractor retained by the Operator shall directly send their invoices to the City for the payment of those expenses.
- i) To meet with the owner on a semi-annual basis to review the Campgrounds operations.
- j) receive and resolve, to the best of its ability, all disputes with guests of the Campground and to generally act as would a reasonable and prudent landlord, including non-payment of licence fees and arbitrator hearings, if applicable;
- k) repair and maintain the Campground in proper and safe order and condition as befits a public campground, reasonable wear and tear excepted and to provide reasonable 24-hour emergency response for repair services to the Campground;
- l) retain such on-site employees, operators, workmen and servicemen to maintain the Campgrounds, as would a reasonable and prudent landlord.
- m) ensure that the Operator and all contractors retained to work on or at the Campground have the following:
 - I. City of Surrey Business Licence;
 - II. Current Workers Compensation Board coverage, and
 - III. \$5,000,000 Commercial General Liability Insurance.
- n) give immediate notice to the City of any defect in water, gas, sewer or other pipes or fixtures, heating apparatus, electric or other wires or fixtures, or in the Buildings on the Premises;
- o) maintain in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Premises, and including, but not limited to the City's Trade Equipment attached Schedule "C";
- p) perform minor repairs to the Buildings and Premises and all appliances located therein, such as painting, pressure washing, grouting, adjustments to toilet and shower mechanical apparatus, replacement of tap washers and replacement of light bulbs and tubes, repairs to picnic tables,
- q) inform the City of any major repairs or replacements necessary or required to properly deliver the Services to the Campgrounds;

- r) take all reasonable precautions to ensure the safety of all persons using the Campground;
- s) ensure that no fires or campfires are permitted within the Campground, except for small certified propane type fireplaces;
- t) report immediately to the City any incidents or accidents that required emergency services by police, fire or ambulance, or hospitalization of any employee, guest or customer of the Campground;
- u) keep the Campground free of any litter, rubbish and debris;
- v) employ and provide the services of such staff and personnel as are necessary to safely and efficiently carry out the responsibilities of the Operator under this Agreement, and provide the City from time to time on request a list of names and positions of such staff and personnel;
- w) not remove any trees in excess of 8' in height from the Premises, other than that which has been approved by the City;
- x) allow the City access at any time to the landscaping, trees and the physical layout of the Premises;
- y) not carry on or do or allow to be carried on or done on the Premises anything that:
 - I. may be or become a nuisance to the City or the public, and ensure at all times that the public using the Campground facilities are not noisy or bothersome to residences in the surrounding area;
 - II. increases the hazard of fire or liability of any kind;
 - III. increases the premium rate of insurance against loss by fire or liability upon the Premises;
 - IV. invalidates any policy of insurance for the Premises; or
 - V. directly or indirectly causes damage to the Premises or to any improvements located thereon;
- z) obtain permission from the City prior to making any physical changes to the Campground and comply with all requirements of the City for any physical changes that the City may require to be made;
- aa) comply with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder, and not do or permit or omit to do anything in, on or from the Campground in contravention thereof;
- bb) ensure that all workers' compensation regulations and requirements are adhered to in the operation of the Campground;

- cc) not vacate, abandon or cease to use the Campground for the purposes permitted by this Agreement, without prior written approval of the City; and
 - dd) promptly discharge any builders' lien which may be filed against the title to the Premises relating to any improvements, work or construction that the Operator undertakes on the Premises and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work or construction undertaken on the Premises.
 - ee) leave the Premises in good repair at the end of the Term or any renewal term, reasonable wear and tear excepted;
- 5.2 The Operator acknowledges that the City, may, but is not obligated to, carry out inspections of the Premises for the purpose of determining whether the Operator is complying with its obligations under this Agreement.
- 5.3 If the City considers the Operator to be in breach of its obligation to repair and maintain the Premises in accordance with this Agreement, the City may give the Operator a written notice requiring repair or maintenance within the time specified by the City.
- 5.4 The Operator must promptly repair and maintain the Campground as described in sub-section 5.1(g), according to notices received from the City under section 20 and, if the Operator fails to do so, the City may, but is not obligated to, cause such repairs and maintenance to be undertaken and may cause the City's representatives to enter the Premises for such purpose. In the event of an emergency, the City may undertake repairs and maintenance without prior notice to the Operator.
- 5.5 Notwithstanding that the City may inspect the Campground and require repairs and maintenance in accordance with this Agreement, the Operator agrees that it is responsible for minor repair and regular maintenance of the Campground as part of the Services and it is not relying on the City for determining the need for repair or maintenance of the Campground.

6. Reporting Requirements and Operating Fee

- 6.1 In exchange for the Operator providing the Services in accordance with this Agreement, the Operator may retain a monthly operating fee (the "Operating Fee") in the amount of:
- a) _____ \$ monthly Operating Fee.
- 6.2 The Operating Fee excludes GST, as applicable, and all similar taxes payable in respect of the Operating Fee.
- 6.3 The Operator shall, not later than fourteen (14) days after the end of every month, pay to the City all net revenues collected in the previous month.

6.4 The Operator will, at all times during the Term:

- a) collect the daily, weekly and monthly licence fees and other amounts due from the campground guests from time to time. All receipts (save and excepting the Operating Fee and any amounts that may be due and owing to the Operator in accordance with the provisions of the Agreement) shall be maintained separate from the Operator's own funds. The Operator will maintain one (1) bank account in trust for the City for any receipts is has collected. Any licence fees which cannot be collected shall be placed with a collection agency to be approved by the City. The Operator shall not be responsible for any amounts that it cannot collect;
- b) by the 15th day of every month provide to the City one hard copy and a soft copy (in Microsoft Excel) of monthly statements of receipts and disbursements, and hard copies of any invoices or other accounts paid out on account of the City incurred in the operation of the Campground for the most recently ended month, in such form and with such details as may be reasonably required by the City, including a bank account reconciliation report, an aged receivables ledger, a detailed revenue report, and a detailed expenditures report;
- c) keep true and accurate records, accounts, invoices, cheques and other appropriate documents in accordance with generally accepted accounting principles ("GAAP") regarding the management and operation of the Campground;
- d) engage a qualified accountant approved by the City to prepare and provide to the City within sixty (60) days of the end of the Term (and any renewal term) annual financial statements for the recently ended year and an audited statement of Revenues and expenses for that period for the Campground, all prepaid in accordance with GAAP;
- e) make full, frank and immediate disclosure to the City of all matters coming to the attention of the Operator or any of its employees, agents, servants or consultants in relation to the Campground, including any damage caused to the Premises, the Campground, or to any existing improvements thereon or therein;
- f) permit the City and its auditors, at all reasonable times (and for up to one (1) year following expiry of the Term), to inspect and obtain copies of all records, accounts, invoices, cheques and other documents relating to the operation of the Campground;
- g) turn over to the City, forthwith upon the expiration or termination of the Term (or any renewal term), all records and accounts in respect of the matters under the above section 6.4(c).

7. Environmental Provisions

7.1 In this Agreement:

- a) “Environmental Contaminants” means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable, explosive or radioactive materials, noxious substances, mould, and any other substances or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Laws;
- b) “Environmental Laws” means any laws, statutes, regulations, orders, bylaws, permits, or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing or prohibiting Environmental Contaminants.

7.2 It is the sole responsibility of the Operator to satisfy itself with respect to the environmental condition of the Premises and the Operator covenants and agrees with the City to:

- a) use and operate the Campground in strict compliance with all Environmental Laws;
- b) not store, manufacture, dispose, treat, generate, use, transport, remediate, or release, and not allow any other person to store, manufacture, dispose, treat, generate, use, transport, remediate, or release, any Environmental Contaminants on or from the Premises; and
- c) promptly remove any Environmental Contaminants for which it is responsible from the Premises in a manner that conforms to Environmental Laws governing their removal.

8. Disclosure

- 8.1 Except as provided by law or otherwise by this Agreement, the parties will treat as confidential and will not, without prior consent of the other, publish, release, disclose or permit to be disclosed to any person or corporation either before, during or after termination of this Agreement the information supplied to, obtained by, or which comes to the knowledge of the other party as a result of this Agreement and will use that information only for purposes of this Agreement.

9. Assignments and Sub-Contracts

- 9.1 The Operator may not assign any part of this Agreement or sub-contract all or part of the Services to any person or corporation without the written permission of the City, which permission may be unreasonably withheld.

10. Personnel

- 10.1 All employees and agents of the Operator providing the Services to the City will remain at all times the employees or agents of the Operator and not of the City. The Operator, solely, will control manning and staffing, pay, discipline, insurance, workers' compensation and all other matters in connection with the employer-employee, or agency, relationship.
- 10.2 The Operator will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 10.3 If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Operator's personnel or sub-contractors then the Operator will, on written request from the City, replace such personnel or sub-contractors.
- 10.4 The City may give the Operator, and the Operator will make a reasonable effort to carry out, those general instructions as the City deems necessary from time to time, but the Operator, its employees or agents, will not be subject to the control of the City in respect of the manner in which such general instructions are carried out.
- 10.5 Nothing in this Agreement creates the relationship of principal and agent or of partnership, joint venture or business enterprise, or gives the Operator any power or authority to bind the City in any way.

11. Release and Indemnity

- 11.1 The Operator hereby releases the City and its elected and appointed officials, officers, employees, agents, successors and assigns (the "City's Representatives") from any and all liabilities, actions, damages, claims, demands, losses, costs, expenses, remediation costs, and harm whatsoever that the Operator may in any way have, directly or indirectly, in relation to this Agreement, the Premises, the Campground, or the occupation, activities or actions of the Operator on or from the Premises and the Campground.
- 11.2 The Operator will indemnify and save harmless the City and the City's Representatives from any and all liabilities, actions, damages, claims, demands, losses, costs, expenses, remediation costs, and harm whatsoever (including without limitation, the full amount of all consultant fees, costs, charges and expenses whatsoever) suffered by the City or any of the City's Representatives, whether related to death, bodily injury, property loss, property damage or consequential loss or damage, which may in any way, directly or indirectly, arise from or relate to:
 - a) this Agreement;
 - b) any incident or occurrence in, on or from the Campground;
 - c) any incident or occurrence in, on or from the Campground related to the actions or activities of the Operator;

- d) any breach or default of the Operator under this Agreement; and
- e) any wrongful act, omission or negligence of the Operator or any member, director, officer, employee, agent, volunteer, invitee, or licensee of the Operator or any other person for whom the Operator is responsible in law.

11.3 The obligations of the Operator under sections 11.1 and 11.2 will survive the expiry or earlier termination of this Agreement.

12. Insurance & Damages

12.1 Structure and Personal Property.

The City will insure the basic structure of the Buildings. The Operator will be responsible for insurance coverage of the personal property within both the Buildings and Campgrounds.

12.2 Operator's Insurance Policies

The Operator 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 City from insurers licensed to conduct business in Canada:

- a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the Operators, its employees, agents, and sub-operators. The insurance policy will be endorsed to add the City as additional insured and will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been insured to each insured. The insurance will include, but not be limited to:
 - (i) Blanket contractual,
 - (ii) Employees as additional insureds,
 - (iii) Non-owned automobile,
 - (iv) City's and contractor's protective liability,
 - (v) Contingent employers' liability,
 - (vi) Personal injury, and
 - (vii) Where such further risk exists, advertising liability;
- b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Operator in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property.

12.3 Insurance Requirements

The Operator will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Operator will, on request from the City, provide certified copies of all the Operator's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change. The Operator will be responsible for deductible amounts under the insurance policies. All the Operator's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

12.4 Waiver of Subrogation

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

12.5 Additional Insurance

Subject to any specific agreements the City and the Operator may have reached with respect to insurance, as may be set out in other provisions of this Agreement, the Operator will, as part of the Services, cooperate with the City to obtain additional insurance covering the Services if the City in its discretion determines that additional insurance is required. The City may pay the cost of the premiums for any additional insurance.

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

12.6 Notice of Claims

If at any time during the performance of the Services the Operator becomes aware of a claim or potential claim against any insurance policy that the Operator has, pursuant to this Agreement, indicated to the City may apply to the Services, then the Operator will immediately advise the City in writing of such claim, including particulars.

13. Occupational Health and Safety

- 13.1 The Operator shall ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including any regulations requiring installation or adoption of safety devices or appliances. The City may, on twenty-four (24) hour written notice to the Operator, install

such 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 shall the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Operator or otherwise, such deficiency or immediate hazard;

- 13.2 Without limiting the generality of any other indemnities granted by the Operator herein, the Operator shall indemnify and save harmless the City, its elected and appointed officials, employees and agents from and against any loss or expense or penalty suffered or incurred by the City by reason of failure of the Operator, its agents or employees, or any sub-operators of the Operator, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations;
- 13.3 The Operator shall fulfill all its duties, obligations and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of WorkSafeBC; and
- 13.4 The Operator understands and undertakes to comply with all the WorkSafeBC's Industrial Health and Safety Regulations for hazardous materials and substances, and in particular with the Workplace Hazardous Materials Information Systems Regulations.

14. Workers Compensation Board Coverage

- 14.1 The Operator agrees that it shall procure and carry full WorkSafeBC coverage for itself and all workers, employees, servants and others hired by the Operator, engaged in or upon any work or service which is the subject of this Agreement;
- 14.2 The Operator agrees that it is the principal operator for the purposes of WorkSafeBC's Industrial Health and Safety Regulations for the Province of British Columbia. The Operator shall have a safety program acceptable to WorkSafeBC and shall ensure that all WorkSafeBC safety rules and regulations are observed during performance of this Agreement, not only by the Operator, but by all employees, sub-operators, workers, material men and others engaged by the Operator in the performance of this Agreement; and
- 14.3 The Operator shall provide the City with the Operator's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Operator is registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement. The Operator will maintain good standing throughout the Term of this Agreement.

15. Force Majeure

- 15.1 If as a result of any emergency or force beyond the reasonable control of either party herein or strike, lockout or other such disturbance of either party (the "Force Majeure"), either party is or was wholly or partly unable because of the Force Majeure, to perform an obligation arising from this Agreement and claims that a Force Majeure is occurring or has occurred and reasonably establishes

that fact, then performance of the obligation will be deemed to be suspended provided always that:

- a) the suspension will be of no greater scope and no longer duration than the Force Majeure;
- b) the non-performing party will make its best efforts to counter the Force Majeure or to otherwise remedy its inability to perform the obligation;
- c) a performance required at a time other than when the Force Majeure is occurring will not be excused by the Force Majeure; and
- d) an obligation to make payment when due will not be excused by the Force Majeure.

16. Termination

- 16.1 Termination will be subject to the rights and remedies of both parties accruing to the date of termination and the right of the Operator to be paid for Services performed prior to the date of termination will survive such termination.
- 16.2 Early Termination. The City may terminate this Agreement, without cause, upon giving the Operator 180 calendar days' prior written notice of such termination.
- 16.3 If the Operator is in default in the performance of any of its obligations set forth in this Agreement then the City may, by written notice to the Operator, require such default to be corrected. If within thirty (30) days after receipt of such notice such default shall not have been corrected or reasonable steps to correct such default shall not have been taken, the City may, without limiting any other right or remedy it may have, immediately terminate this Agreement.
- 16.4 If the Campground is damaged by fire or other casualty that renders all or a substantial part of the Campground unusable by the Operator, and the City decides, in its sole discretion, not to restore the same, then the City shall, within thirty (30) business days after the happening of such fire or other casualty, give to the Operator a notice in writing of such decision and thereupon the Term (or any renewal term) will expire effective the thirtieth (30th) business day following the occurrence of the damage, and the Operator will cease operating the Campground. If the City does decide to undertake such repair and the repair is not completed within sixty (60) days from the time of the fire or other casualty causing the damage, the Operator may, at its option, terminate this Agreement by giving notice in writing within five (5) days after the end of sixty (60) days.
- 16.5 At the expiration of the Term (or any renewal term), or upon earlier termination of this Agreement, any improvements, extensions, installations, alterations, renovations or additions to the Campground, whether done by or on behalf of the Operator, are forfeited to and become the permanent property of the City, without compensation to the Operator, and the Operator agrees that the Premises, the Campground, and all Buildings, structures, fixtures and improvements belong at all times to the City.

16.6 At the expiration or earlier termination of this Agreement, the Operator must, at its own cost and expense, leave the Premises and Campground in a safe, clean, proper, and well-maintained condition, excepting only reasonable wear and tear. If the Operator fails leave the Premises and Campground in the condition required under this Agreement, the City may take such steps as necessary to do so on behalf of the Operator and the Operator must, on demand, compensate the City for all costs incurred by the City in connection therewith.

17. Option to Renew

17.1 Provided the Operator is not in default of the terms of the Agreement and the Operator gives the City not less than six months nor earlier than eight months written notice prior to the expiry of the Term of its intention to extend the Term of the Agreement for a further three (3) year period being July 1, 2022 to June 30, 2025 (the "Renewal Term"), upon all of the covenants, obligations, agreements, conditions and provisos contained in the Agreement.

18. Operator's Representations and Warranties

18.1 The Operator represents and warrants that the Operator has the power and capacity to enter into and carry out its obligations under this Agreement.

19. Acknowledgement and Agreements of the Operator

19.1 The Operator acknowledges and agrees that:

- a) the City has given no representations or warranties with respect to the Campground including, without limitation, with respect to the suitability of the Campground for the Operator's intended use or the structural stability or other condition of any Buildings; and
- b) the Operator operates the Campground on an "as-is where-is" basis and, by commencing operation of the Campground, the Operator confirms that the Campground is suitable for its purposes.

20. City's Remedies Cumulative

20.1 No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination.

21. Notices

21.1 Any notice required to be given by either of the parties hereto to the other shall be well and sufficiently given if mailed by prepaid registered mail or delivered by hand as follows:

To the Operator: _____

To the City: City of Surrey
13450 104 Avenue
Surrey, BC
V3T 1V8

22. No Effect on Laws or Powers

22.1 Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions pursuant to the Local Government Act or the Community Charter, or their successor enactments, or its rights and powers under any enactment to the extent the same are applicable to the Premises, all of which may be fully and effectively exercised in relation to the Campground as if this Agreement had not been fully executed and delivered

23. City Discretion

23.1 Wherever in this Agreement the approval or consent of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City is given discretion:

- a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City's Realty Asset Manager, which approval, consent, opinion or expression of satisfaction is to be considered final; and
- b) the approval, consent, opinion or satisfaction is in the sole discretion of the City's Realty Asset Manager, acting reasonably.

24. Severability

24.1 In the event that any provision or part of this Agreement will be deemed void or invalid by a court of competent jurisdiction, the invalid portion will be severed, and the remaining provisions or parts will be and remain in full force and effect.

25. Entire Agreement

25.1 This Agreement constitutes the entire agreement between the parties with respect to the Services and any and all previous agreements, written or oral, express or implied, between the parties or on their behalf, relating to the Services, are terminated and cancelled and each party releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever, under or in respect of any previous agreement.

26. Modification of Agreement

26.1 Any modification to this Agreement must be in writing and signed by the parties or it will have no effect and will be void.

27. Waiver or Non-Action

27.1 Waiver by the City of any breach of this Agreement by the Operator must not be deemed to be a waiver of any subsequent breach by the Operator. Failure by the City to take any action in respect of any breach of this Agreement by the Operator must not be deemed to be a waiver of such breach. All waivers must be in writing.

28. Headings

28.1 The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and arrangements contained in it.

29. Governing Law

29.1 This Agreement will be construed in accordance with the laws of the Province of British Columbia and the parties hereby irrevocably attorn to the jurisdiction of the courts of British Columbia.

30. Dispute Resolution

30.1 In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to the Mediate BC Society (formerly known as the British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing, for appointment of a mediator. The parties agree that the mediation will be conducted in accordance with the Mediation Rules of the Mediate BC Society. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

31. City Approval

31.1 This Agreement is subject to approval by the Council of the City or approval by its authorized delegate which approval shall be evidenced by the endorsement of this Agreement with the signature of such authorized delegate.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

CITY OF SURREY, by its
authorized signatory

_____, by its
authorized signatory

Nicholas Rawcliffe, Manager, Realty Services

Print name

(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Management and Operation of Dogwood Campground & RV Park Operating Agreement

RFP Reference No.: 1220-030-2019-038

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Richard D. Oppelt, Manager, Procurement Services

Address: Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, BC V3T 1V8, Canada

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

Dear Sir:

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

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

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

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

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

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

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / Alternative(s)

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

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Consultant's Goods and Services are subject to GST, the Consultant's GST Number is _____; and
- (f) If the Consultant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Section	Requested Departure(s) / Alternative(s)

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

- (i) Background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar in scale and complexity to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). Using a format similar to the following, provide a summary of similar relevant contracts entered into by the Proponent in which the Proponent performed services comparable to the Services, including the jurisdiction where the contract performed, the contract value, the date of performance. The City's preference is to have a minimum of three references.

Name of client's organization:	
Reference Contact Information:	Name:
	Phone Number:
	Email Address:
How long has the organization been a client of the Proponent?	
Provide the installation date of the comparative system, and any relevant comments.	
Description of comparative system - Please be specific and detailed.	
Information on any significant obstacles encountered and resolved for this type of Service.	

- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information on the background, experience, roles and responsibilities of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary). Proponent should

submit resumes and a short narrative description of relevant experience for all proposed key personnel :

Key Personnel

Name: _____

Experience: _____

Dates: _____
 Project Name: _____
 Responsibility: _____

Dates: _____
 Project Name: _____
 Responsibility: _____

Project Approach – Team Roles

(ix) Proponents should provide an outline of the resource roles and estimated effort required for this project. (use the spaces provided and/or attach additional pages, if necessary):

Role	Name	Forecasted Project Days/Hrs.

Sub-Contractors

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

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

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;

Operations

- (v) a description of how the Proponent would plan to collect fees;
- (vi) Provide sample annual operating plan, if available;
- (vii) Quality Control: Provide a sample Quality Control Plan;
- (viii) Outline how you plan on inspecting the Campground for public safety and hazards;
- (ix) Describe how you plan to deal with identified hazard/issued in the Campground once detected;
- (x) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other); and
- (xi) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;

Maintenance Service Plan

- (xii) Describe how you plan to manage, maintain or improve the Campground; to what standard and frequency and period of time; Provide a sample maintenance schedule specified in Schedule A section 2.3 (grounds maintenance, washrooms, shower and laundry facilities, yard maintenance, park grass areas, etc.)

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

SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

ACTIVITY (Insert Milestone Dates)	Time from Notice to Proceed in Days									
	10	20	30	40	50	60	70	80	90	100
Letter of Intent										
Substantial Completion										

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Proponents should set out in their Proposal, the proposed monthly operating fee (the "Operating Fee").

Monthly Operating Fee: \$ _____

The Operating Fee excludes GST, as applicable, and all similar taxes payable in respect of the Operating Fee.

Additional Expenses:

Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:
