



REQUEST FOR PROPOSALS

Title: HOCKEY LEAGUES – ADULT OPERATIONS

Reference No.: 1220-030-2013-006

FOR PROFESSIONAL SERVICES

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to perform the services (“**Services**”) described in the Agreement (Attachment I).

1.2 Definitions

In this RFP the following definitions shall apply:

“**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 Attachment I;

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

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.6;

“**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;

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

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

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

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

“**Services**” has the meaning set out in the Agreement (Attachment I);

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

“**Statement of Departures**” means Statement of Departures in the Form of Proposal (Attachment II).

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address For Proposal Delivery

The Proposals must be submitted to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager, Acting Purchasing & Accounts Payable Manager at the following location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section,
1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

on or before the following date and time (the “Closing Time”):

Time: 3:00 p.m. local time
Date: Thursday, February 28, 2013

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 Number of Copies

The Proponent should submit one original unbound Proposal and three copies (four in total). **Faxed or e-mailed copies of Proposals will not be accepted.**

2.4 Late Proposals

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

2.5 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 must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or e-mailed amendments are permitted, but such amendment may show only the change to the proposal price(s) and in no event 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.

2.6 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: Kam Grewal, CMA, BBA, Corporate Audit Manager, Acting Purchasing & Accounts Payable Manager at the following location:

Address: City of Surrey, City Operations Works Yard, Purchasing Section,
1st Floor
6645 – 148 Street
Surrey, B.C. V3S 3C7

Fax: 604-599-0956

E-mail: purchasing@surrey.ca

Inquiries should be made no later than 5 business days before Closing Time. The City reserves the right not to respond to inquiries made within 5 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 Agreement 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 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.7 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. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.8 Examination of Contract Documents and Site

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

2.9 Opening of Proposals

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

2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not an Agreement 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

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Attachment II, including Appendices A, B, C, D, and E. Proponents are encouraged to respond to the items listed in Attachment II, Appendices A, B, C, D, and E 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 Attachment II. 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, generally using the following criteria:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items (i) to (ix) in Attachment II, Appendix B, including any supplementary information.

(b) Technical

The Evaluation Team will consider the Proponent's responses to items (i) to (ix) in Attachment II, Appendix C, including but not limited to number of hours of ice committed and any supplementary information.

(c) Financial

The Evaluation Team will consider the Proponent's response to Attachment II, Appendix E.

(d) Statement of Departures

The Evaluation Team will consider the Proponent's response to Attachment II, Appendix A.

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

4.3 Discrepancies in Proponent's Financial Proposal

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

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

4.4 Litigation

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

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

4.5 Additional Information

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

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Agreement and Award

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

- (a) enter into an Agreement 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 Agreement, if any, proposed by the Preferred Proponent as set in Attachment II, Appendix A to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Attachment II, Appendix E 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 Agreement, 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 Agreement, 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 Agreement.

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 2.6, 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.

ATTACHMENT I



HOCKEY LEAGUES – ADULT OPERATIONS AGREEMENT FOR PROFESSIONAL SERVICES

Reference No.: 1220-030-2013-006

DRAFT REVENUE AGREEMENT

No. 1220-030-2013-006

BETWEEN:

CITY OF SURREY
14245 – 56th Avenue
Surrey, B.C. V3X 3A2

(the “**City**”)

OF THE FIRST PART

AND:

(the “**Contractor**”)

OF THE SECOND PART

WHEREAS the City desires to retain the services of the Contractor in order to organize and operate adult hockey leagues.

NOW THEREFORE this Agreement witnesses that in consideration of payment of One (\$1.00) Dollar and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

1.0 INTERPRETATION

1.1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) “**Agreement**” means this agreement between the City and the successful Contractor, including all the Schedules and documents referred to in Section 1.2;
- (b) “**Agreement Administrator**” refers to the individual appointed by the Acting, Purchasing & AP Manager to administer this Agreement on behalf of the City, and any participating members and other authorized purchasers;
- (c) “**City’s Representative**” means the Acting, Purchasing & AP Manager or his designate;
- (d) “**Department**” means the Parks, Recreation & Culture Department, City Hall 14245 – 56 Avenue, Surrey, British Columbia, V3X 3A2;
- (e) “**Department Representative**” means the Manager, Arena Operations of the Parks, Recreation & Culture Department, who shall represent all City departments for the purposes of this Agreement, or, such other person who may

subsequently be appointed in writing by the Department Representative and notified to the Contractor;

- (f) **“Event of Default”** has the meaning provided for in Section 6.1(c);
- (g) **“Force Majeure”** shall mean failures which occur for reasons beyond the reasonable control of the non-performing party, which include acts of God, acts of any governmental authority, strikes, blacklisting, embargo, and lockouts or other industrial disturbances not related to that Party, acts of the public enemy, wars, blockades, insurrections, explosions, rebellions, revolutions, riots, epidemics, landslides, lightning, earthquakes, storms, subsidence, floods, fires, high waters, washouts, orders or acts of civil or military authorities, or civil disturbances, but it shall not include: any inability to fulfill its financial obligations or financial difficulty or condition, insolvency, or any court protection from creditors or any other occurrence similar to those recited, which is beyond the reasonable control of the non-performing party;
- (h) **“G.S.T.”** means the Goods and Services Tax (GST) which applies to most purchases and transactions. On April 1, 2013 the Province of British Columbia will reinstate the PST (7%) and GST (5%) tax system and extinguish the HST (12%) in B.C.;
- (i) **“Initial Term”** means the term as specified in Section 5.0;
- (j) **“Laws”** shall mean all applicable federal, provincial, regional and municipal laws, statutes, regulations, orders, directives, policies or by-laws;
- (k) **“Purchasing Section”** means the section within City of Surrey, Finance & Technology Department, 6645 – 148 Street, Surrey, B.C. V3S 3C7, responsible for acquiring equipment, materials, supplies and services; and
- (l) **“Services”** means the services as generally described in Schedule A; including anything and everything required to be done for the fulfillment and completion of this Agreement.

1.2 Schedules

The following attached Schedules are a part of this Agreement:

- (a) **Schedule A – Scope of Services**
- (b) **Schedule B – Fees and Payment**
- (c) **Schedule C – Time**

2.0 GENERAL

2.1 In this Agreement:

- (a) “Authorized”, “directed”, “required”, “requested”, “approved”, “ordered”, “sanctioned”, and “satisfactory” shall, unless some other meaning is obvious from the context, respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City;
- (b) “Determination” shall mean the written documentation of a decision of the City’s Representative including findings of fact to support a decision. A Determination becomes part of the procurement file to which it pertains;
- (c) the Headings and Subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof;
- (d) the word “including”, when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplement or superseding the same;
- (f) no approval, authorization, sanction or permission required to be provided hereunder shall be unreasonably or arbitrarily withheld or delayed by the party providing same; and
- (g) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals shall include firms and corporations, and vice versa.

3.0 REPRESENTATIONS OF CONTRACTOR

3.1 The Contractor covenants, represents and warrants to the City that:

- (a) Contractor is a corporation, duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
- (b) Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;

- (c) all necessary proceedings have been taken to authorize Contractor to enter into this Agreement and to execute and deliver this Agreement;
- (d) this Agreement has been properly executed by Contractor and is enforceable against Contractor in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made furnished or given by Contractor, its directors, officers or anyone acting on behalf of Contractor, to the City in connection with this Agreement is materially correct and accurate;
- (f) Contractor has no knowledge of any fact that materially adversely affects or, so far as it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Agreement;
- (g) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on, its constating documents, or any contract or agreement to which it is a party;
- (h) Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfill its obligations under this Agreement;
- (i) Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has complied with all Workers' Compensation legislation and other similar legislation to which it is subject and has paid all taxes, fees and assessments due by Contractor under those laws as of the reference date of this Agreement;
- (j) Contractor holds all permits, licenses, consents and authorities issued by any level of government, or any agency of any level of government, that are required by law to conduct its business;
- (k) Contractor's investigation has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the City;
- (l) Contractor accepts the risks assigned within this Agreement identified as being borne by Contractor;
- (m) Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable it to fully perform the work;
- (n) Contractor pays punctually as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings;
- (o) Contractor has investigated and satisfied itself of every condition affecting the work including labour, equipment and material to be provided; but not limited to,

the standards, responsibilities, task schedules and subsequent written instructions if any, all as prepared by the City;

- (p) Contractor acknowledges that it has the responsibility for informing itself of all aspects of the work and all information necessary to perform the work;
- (q) Contractor will comply with all the requirements of the Agreement and will perform all work and supply all labour, equipment and materials necessary to do so;
- (r) Contractor is an independent Contractor and not the servant, employee, partner, or agent of the City;
- (s) Contractor will not, in any manner whatsoever, commit or purport to commit the City to the payment of any money to any person;
- (t) no partnership, joint venture, or agency involving the City is created by this Agreement or under this Agreement;
- (u) the City may, from time to time, give such instructions to Contractor as the City considers necessary in connection with provision of the work, which instructions Contractor will comply with, but Contractor will not be subject to the control of City with respect to the manner in which such instructions are carried out;
- (v) all employees and sub-Contractors employed by Contractor to provide the work are at all times the employees and sub-Contractors of Contractor and not of the City. Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee;
- (w) Contractor has independently reviewed all labour relations issues related to the performance of Contractor's obligations under this Agreement.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR

4.1 The Contractor shall:

- (a) perform the Services;
- (b) notify the Department Representative (Chris Gain) in writing, no later than January 1st in each Fall/Winter Season, as to whether or not the Contractor intends to operate the upcoming Spring Season;
- (c) schedule hockey leagues within the allocated ice times (dates and times specified in Table 1 of Schedule C);
- (d) commit to utilize and pay for 100% of the Fall/Winter Season ice time allocation, as identified in Table 2 of Schedule C;
- (e) collaborate management and execution with the City;
- (f) provide additional hockey programs with an affiliated tournament, at the Contractor's option, should the City of Surrey have weekend ice available;

- (g) maintain a first standard of care, skill and diligence in performing the Services and warrant that the Services will be performed and maintained to the high standards as provided herein;
- (h) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of Services during the Term;
- (i) use its best endeavours to provide the Services to the City in a timely manner and in accordance with the terms of the Agreement;
- (j) ensure that all its employees engaged in this Agreement are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted **professional standards** for persons having those qualifications and experience;
- (k) follow all instructions of the City's Acting Purchasing & AP Manager, in respect of the performance by Contractor of its obligations under this Agreement and cooperate fully with the various departments and act in good faith towards the City;
- (l) maintain clear communication lines with staff in order to offer the best customer service;
- (m) comply with all Laws;
- (n) only use the facilities provided by the City for the purposes specified in this Agreement, and for no others and
- (o) market the adult hockey leagues to the best of their ability and the City will assist in identifying and supporting opportunities.

5.0 TERM

5.1 Initial Term

The City agrees to engage, and does hereby engage, the Contractor to provide the Services for the period commencing **September 01, 2013 to March 31, 2014** (the "Initial Term").

5.2 Renewal Term

The parties agree that the City may, in its sole discretion and if consented to by the Contractor, renew this Agreement for an additional year up to a maximum of four one-year renewals following the completion of the Initial Term.

5.3 Term

Collectively, the Initial Term and any renewal term are referred to as the "Term".

5.4 Notice of Renewal

The City must provide written notice to the Contractor on or before January 31 in each year of the Term regarding whether the City will renew the Agreement or allow it to expire.

5.5 Spring Season

The Contractor shall have the option to organize and operate an adult hockey league during each Spring Season throughout the Term.

5.6 Spring Season Notice

On or before January 1 in every year of the Term, the Contractor must provide written notice to the City regarding its intentions for operating the upcoming Spring Season.

If the City does not receive written notice from the Contractor, on or before January 1, wherein the Contractor indicates that it intends to operate the upcoming Spring Season:

- (a) the Contractor is deemed to have declined its option to operate the Spring Season; and
- (b) the City shall be permitted to contract with another person regarding operating the Spring Season during the relevant year of the Term.

6.0 TERMINATION - CITY

6.1 This Agreement will terminate:

- (a) at the expiration of the Initial Term, unless extended by mutual agreement in accordance with Article 5; or
- (b) If at any time there occurs an Event of Default (defined below), the City may give written notice ("Notice of Complaint") to Contractor specifying in reasonable detail the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues unremedied for a period of thirty (30) days after receiving the Notice of Complaint thereof from the City, then the City may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the City, Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the City, as determined by mutual agreement.
- (c) For the purposes hereof, "Event of Default" shall mean any one or more of the following:
 - i. if Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;
 - ii. if Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;

- iii. if Contractor has made an assignment of the Agreement without the required consent of the City;
 - iv. if Contractor fails to provide hockey league operation and Services as required under the terms of this Agreement.
- (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

7.0 DISPUTE RESOLUTION

- 7.1 Contractor will continue performance of the agreement during all disputes with the City. The timely performance of services must not be delayed or postponed pending resolution of any disputes, except as Contractor and the City may otherwise agree in writing.
- 7.2 If there is any dispute regarding the interpretation, performance, or an alleged breach, of this Agreement, either party may give written Notice of Dispute to the other party and Contractor's Representative and the City's Representative shall meet within three (3) business days after the notice of dispute is given and will attempt in good faith, and using reasonable efforts to resolve the matter equitably to the satisfaction of both parties. If the parties' representatives cannot resolve the dispute within five (5) business days after they meet, it shall be referred for mediation.

8.0 INDEPENDENT CONTRACTOR

- 8.1 Nothing in this Agreement shall be construed as to constitute a partnership between the City and Contractor. The duties to be performed and the obligations assumed by Contractor under this Agreement shall be performed and assumed by it as an independent Contractor and not an agent or in any other way a representative of the City. In no circumstances shall Contractor have any authority to represent or contract on behalf of or otherwise bind the City.
- 8.2 Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.
- 8.3 Employees
- The Contractor shall not employ in the performance of the Services any unfit person or anyone not skilled in the work assigned, and shall devote only his best-qualified personnel to work pursuant to this Agreement. Should the City deem anyone employed to perform the Services incompetent or unfit for his duties, and so inform the Contractor, Contractor shall immediately remove such person from work under this Agreement and he/she shall not again, without written permission of the City, be assigned to work under

this Agreement. All employees working in the City must complete and clear a criminal record check.

9.0 LIAISON

9.1 Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:

- Contractor shall appoint a representative (“Contractor’s Representative”) who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of Contractor’s Representative; and
- The City shall appoint a representative (“Department Representative”) who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Department Representative.

9.2 Each party’s representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party’s obligations hereunder and each party’s representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor Representative and the City’s Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

10.0 GOVERNING LAW

10.1 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Agreement and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the City in respect of this Agreement, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

10.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the Agreement comply with provisions of the Laws and, without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the *Employment Standards Act* and the regulations then in force.

11.0 WAIVER - CITY

11.1 Any failure of the City at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not

constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the City at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

- 11.2 No action or want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

WAIVER - CONTRACTOR

- 11.3 Any failure of Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.
- 11.4 No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

12.0 SUBCONTRACTORS

- 12.1 Contractor shall not subcontract the whole of the work nor shall any part of the work be subcontracted without the prior written consent of the City's Representative, which consent may not be arbitrarily withheld in the City Representative's sole discretion.
- 12.2 The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve of the responsibility for the proper commencement, execution or completion of the duties, obligations or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its sub-contractors.

13.0 AMENDMENTS

No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

14.0 SURVIVAL OF COVENANTS

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20.0 shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

15.0 CONFIDENTIALITY OF INFORMATION

The Contractor should be aware that the City of Surrey is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

16.0 NON ASSIGNABILITY

This Agreement may not be assigned by Contractor without the prior written consent of the City. For the purpose of this Agreement, a change in the corporate control of Contractor, shall be deemed to be an assignment requiring the consent of the City pursuant to the terms hereof.

17.0 JOINT AND SEVERAL

If this Agreement is executed by more than one person, firm or Corporation, it is understood and agreed that all persons, firms or Corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

18.0 FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arose out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

19.0 INSURANCE & INDEMNITY

19.1 Indemnity

Contractor agrees to indemnify and save harmless the City, its elected and appointed officials, officers, employees and agents, from and against all claims, liabilities, demands, actions, proceedings, loss and expense (including legal costs) whatsoever for damage to or destruction or loss of property and loss of use thereof, and injury to or death of any person or persons arising directly or indirectly out of (i) the installation, operation, use, relocation, removal, maintenance and/or repair of any/all equipment or of property of Contractor (ii) the performance, purported performance or non-performance of this Agreement, or (iii) any act of negligence, willful misconduct or omission by Contractor, its employees and agents except only where such death, injury to persons or damage to property is due to the sole negligence of the City.

19.2 Insurance

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the City:

a) Commercial General Liability

Commercial General Liability insurance on an occurrence basis, in an amount not less than **five million dollars (\$5,000,000)** inclusive per occurrence against

bodily injury and property damage arising out of the operations of the Contractor, its employees, agents and subcontractors. The policy shall be endorsed to name the City as an additional insured under this policy.

Contractor shall deliver to the City of Surrey before commencing any work at a City of Surrey facility a completed City of Surrey Standard Certificate of Insurance, and shall promptly provide the Owner with the original or certified true copy of each insurance policy exclusive of information pertinent to premium or premium bases used by the insurer to determine the cost of the insurance.

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the insurer to the City of Surrey in the event of, cancellation, or lapse of coverage. Any such notice received by the Contractor shall be transmitted forthwith to the City of Surrey.

20.0 OCCUPATIONAL HEALTH AND SAFETY

- 20.1 Contractor and its employees shall 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) hours written notice to Contractor, install such devices or rectify any conditions creating an immediate existing hazard 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 Contractor or otherwise, such deficiency or immediate hazard.
- 20.2 Contractor 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 the Workers' Compensation Board.

21.0 CONFLICT OF INTEREST

- 21.1 A council member or any employee of the City shall not have a direct or indirect interest in a company, or own a company, which is the successful Contractor.
- 21.2 The Contractor shall disclose to the City prior to accepting the Agreement, any potential conflict of interest. If such a conflict of interest does exist, the City may, at its sole discretion, withhold the Agreement from the Contractor until the matter is suitably resolved. And further, that if during the conduct of the Agreement, the Contractor is retained by another client giving cause to a potential conflict of interest, then the Contractor shall so inform the City. If a significant conflict of interest is deemed by the City to exist, then the Contractor shall refuse the Agreement or shall take such steps as are necessary to remove the conflict of interest.
- 21.3 Contractor shall disclose to the City Representative, prior to awarding of the Agreement, any actual, potential or apparent conflict of interest. If such a conflict of interest does exist, the City may, at its discretion, withhold the Agreement from the Contractor until the matter is resolved to the satisfaction of the City.

21.4 Contractor will, upon request by the City, provide all pertinent information regarding ownership of their company. This information is to be supplied within forty-eight (48) hours after request.

22.0 NON-LIABILITY OF CITY OFFICIALS

Under no circumstances shall any officer, employee, or agent of the City of Surrey acting within the course and scope of his/her City responsibility be personally liable to the Contractor, or any party claim through or on behalf of the Contractor, with regards to the Agreement, including but not limited to its negotiation, execution, performance, or termination.

23.0 SURREY BUSINESS LICENCE

The Contractor shall have or obtain a City of Surrey Business License and shall keep the license current for the duration of the Agreement Term.

24.0 CONTRACTOR PERFORMANCE REVIEW

Contractor's performance will be evaluated by the City no less than annually on the following criteria:

- ❖ Adherence to the City's Code of Conduct.
- ❖ Volume of customer complaints.
- ❖ Participation levels and league growth.

In the event that the City identifies shortcomings with respect to the Contractor's performance of the Services in relation to the criteria specified in this Section, the City shall deliver written notification to the Contractor of such shortcoming(s). The Contractor shall then have thirty (30) days to take actions that address the City's concern. Failure by the Contractor to adhere to this Section shall constitute an Event of Default for the purposes of Section 6.1 of this Agreement.

25.0 BUSINESS REVIEW & PLANNING

25.1 Business review meetings would evaluate promotions, participation levels, service and future opportunities, develop overall strategic sales and volume building programs.

26.0 ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

27.0 SERVICE OF NOTICES

27.1 All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by (i) facsimile transmission, if the matter is urgent or immediate; (ii) personally delivered; or (iii) transmitted by prepaid registered mail, to the party to whom such notice or communications is being given at the following address or fax number:

To the City

(City Representative)

Acting Purchasing & AP Manager
City of Surrey
Finance & Technology Dept.
Purchasing Section
14245 - 56th Avenue
Surrey, B.C. V3X 3A2
Telephone No.: 604-590-7274 Fax No.: 604-599-0956
E-mail: purchasing@surrey.ca

(Contractor Representative)

Attention:
Contractor

Telephone No.:
Fax No.:
E-mail:

27.2 Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) five (5) days after posting if transmitted by mail, or (iii) on the date of transmission if transmitted by fax (provided the sending machine gives confirmation that all pages have been transmitted to the fax number of the receiver without error), whichever shall be first.

IN WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed on the day and year indicated below.

Accepted on behalf of
Contractor

Accepted on behalf of the
CITY OF SURREY

Per: _____

Per: _____

Directors

(Department Signatory)

Date Executed: _____

SCHEDULE A - SCOPE OF SERVICES

SCOPE/OBJECTIVES

The Services include:

- Organizing and operating an adult hockey league at the Surrey Sport & Leisure Complex Arena from the beginning of September until the end of March (the “Fall/Winter Season”). During the Fall/Winter Season, the adult hockey league will have access to ice surfaces at the times listed in Schedule C.
- At the Contractor’s option, organizing and operating an adult hockey league at the Surrey Sport & Leisure Complex Arena from the beginning of April until the end of June (the “Spring Season”). During the Spring Season, ice surface availability may vary and schedules will be finalized based on discussions between the City and the Contractor.
- During the Fall/Winter Season, the Contractor shall be responsible for operating the adult hockey league, to a maximum number of 18 ice times per week (504 ice times per Fall/Winter Season), in accordance with Schedule C;
- Roster and schedule information for teams participating in the adult hockey league must be provided to the City by the Contractor no less than two (2) weeks prior to commencement of the Fall/Winter Season;

The objective of the adult leagues is to maximize the utilization of adult ice time and to provide a high quality league experience to participants.

Duration of the adult hockey leagues will be as follows:

- **2013** Fall/Winter – approximately 30 weeks
- **2014** Spring – 12 weeks

SCHEDULE B – FEES AND PAYMENT

COMPENSATION TO THE CITY

1. During the Initial Term, the Contractor will pay \$306.74 per hour of ice time plus all applicable taxes. The rates are approximate and subject to change. The City will advise the Contractor of ice rate increases for upcoming Fall/Winter Seasons and Spring Seasons as soon as Council approval has been received; any such increases will be binding on the Contractor, subject to this Section.
2. All payments due to the City shall be presented to the City's authorized Department Representative at his/her office, City of Surrey, Surrey Sport and Leisure Complex – Arenas, #110 16555 Fraser Hwy., Surrey, British Columbia V3S 2X3, and such payments shall be accompanied by a duplicate statement showing detailed.
3. All ice times shall, no less than one month in advance of their use, be paid in the form of cash, debit or credit card

[SECTION 4 IS TO BE FILLED-IN BEFORE EXECUTING THE AGREEMENT]

4. The Contractor covenants and agrees to pay the City for the ice rental the sum of \$_____ 30 days prior to the first day of each of the following months for the Fall/Winter Season:
 - September
 - October
 - November
 - December
 - January
 - February
 - March
 - April

SCHEDULE C – TIME

ADULT HOCKEY LEAGUE TIMES

SURREY SPORT AND LEISURE ARENA WEEKLY HOURS OF ENTITLEMENT

FALL/WINTER ICE TIMES

- For the Fall/Winter Season, ice time is available at the following times:

Table 1: (subject to change)

Rink # 1		Rink #2	
Wednesday	7:45 – 9:00 pm	Wednesday	8:45 – 10:00 pm
	9:15 – 10:30 pm		10:15 – 11:30 pm
Friday	8:30 – 9:45 pm	Thursday	7:45 – 9:00 pm
	10:00 – 11:15 pm		9:15 – 10:30 pm
Saturday	8:15 – 9:30 pm	Friday	7:30 – 8:45 pm
	9:45 – 11:00 pm		9:00 – 10:15 pm
			10:30-11:45 pm
Sunday	6:00– 7:15 pm	Saturday	9:00 – 10:15 pm
	7:30 – 8:45 pm		10:30 – 11:45 pm
	9:00 – 10:15 pm		

[TABLE 2 IS TO BE FILLED-IN BEFORE EXECUTING THE AGREEMENT BY MARKING AN 'X' IN EACH BOX THAT APPLIES]

- During each week of the Fall/Winter Season, the Contractor agrees to provide the Services at the following times:

Table 2:

Rink # 1			Rink #2		
Wednesday	7:45 – 9:00 pm		Wednesday	8:45 – 10:00 pm	
	9:15 – 10:30 pm			10:15 – 11:30 pm	
Friday	8:30 – 9:45 pm		Thursday	7:45 – 9:00 pm	
	10:00 – 11:15 pm			9:15 – 10:30 pm	
Saturday	8:15 – 9:30 pm		Friday	7:30 – 8:45 pm	
	9:45 – 11:00 pm			9:00 – 10:15 pm	
				10:30-11:45 pm	
Sunday	6:00– 7:15 pm		Saturday	9:00 – 10:15 pm	
	7:30 – 8:45 pm			10:30 – 11:45 pm	
	9:00 – 10:15 pm				

3. SPRING ICE TIMES

Schedules will be determined based on available ice from April to June.

The City, at its discretion, may split the contract for the Fall/Winter Season and the Spring Season leagues. The onus will be on the Contractor to commit to ice times and must be supported by a detailed schedule. The roster information must be provided not later than two weeks before the start of season with the number of teams, names etc.

ATTACHMENT II – FORM OF PROPOSAL

RFP Project Title: HOCKEY LEAGUES – ADULT OPERATIONS

RFP Reference No.: 1220-030-2013-006

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

City Representative: Kam Grewal, CMA,BBA, Corporate Audit Manager, Acting Purchasing and Accounts Payable Manager

Address: City of Surrey, City Operations Works Yard, Purchasing Section, 1st Floor
6645-148 Street, Surrey, B.C. Canada V3S 3C7

Telephone: 604-590-7274

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 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 appendices are attached to and form a part of this Proposal:

Appendix A – Statement of Departures;

Appendix B – Proponent's Experience, Reputation and Resources;

Appendix C – Proponent's Technical Proposal (Services);

~~Appendix D – Proponent's Technical Proposal;~~ and

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

This Proposal is submitted this _____ day of _____, 20__.

I/We have the authority to bind the Proponent.

(Name of Proponent)

(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)

APPENDIX A - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s) / 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 web site at www.surrey.ca see [Standard Certificate of Insurance](#);
- d) City of Surrey business license;
- e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is _____; and
- f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

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 Appendix A will not form part of the Agreement 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.

APPENDIX B - 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) Location of branches, background, stability, structure of the Proponent;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's demonstrated ability to commit to number of hours of ice;
- (v) Proponent's equipment servicing resources, capability and capacity, as relevant;
- (vi) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vii) Proponent's financial strength (with evidence such as financial statements, bank references);
- (viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

APPENDIX C - 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;
- (v) additional services that can be provided, i.e., tournaments;
- (vi) benefits for membership;
- (vii) program structure – administration / officials;
- (viii) playoff benefits / structure; and
- (ix) structure of divisions.

APPENDIX E - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed schedule of rates (excluding applicable taxes), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

- (i) monthly fee;
- (ii) hourly rates for all team members if payment is to be made on an hourly basis; or
- (iii) lump sum fee.

Schedule of Rates:

Table 1

COMPENSATION – FALL/WINTER						
A	For Years	Rate per hour of Ice time (Exclusive of GST) (A)	Guaranteed Weekly Commitment of Total Hours of Ice Time (hours) (B)	Total # of Weeks (C)	Total Hours of Ice Commitment (hours) (D=B x C)	Total Revenues to the City Per Fall/Winter Season (Exclusive of GST) (A x D)
	2013	\$306.74				\$
	2014	To be determined	-	-	-	-
	2015	To be determined	-	-	-	-
	2016	To be determined	-	-	-	-
	2017	To be determined	-	-	-	-
B	Outline any value-added benefits that will benefit the City or the Community					
DISBURSEMENTS:						

Above rate(s) to be confirmed at the time of signing of Agreement

Table 2

COMPENSATION – SPRING						
A	For Years	Rate per hour of Ice time (Exclusive of GST) (A)	Guaranteed Weekly Commitment of Total Hours of Ice Time (hours) (B)	Total # of Weeks (C)	Total Hours of Ice Commitment (hours) (D=B x C)	Total Revenues to the City Per Spring Season (Exclusive of GST) (A x D)
	2013	\$306.74				\$
	2014	To be determined	-	-	-	-
	2015	To be determined	-	-	-	-
	2016	To be determined	-	-	-	-
	2017	To be determined	-	-	-	-
B	Outline any value-added benefits that will benefit the City or the Community					
DISBURSEMENTS:						

Above rate(s) to be confirmed at the time of signing of Agreement

Additional Expenses:

The proposed Agreement attached as Attachment I to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Agreement as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:
