



## **REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS**

**Title:** Crescent Park Pottery Studio Operator

**Reference No.:** 1220-050-2021-018

## **FOR PROFESSIONAL SERVICES**

(General Services)

Issue Date: August 17, 2021

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## REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

### 1. INTRODUCTION

#### 1.1 Purpose

The purpose of this Request For Expressions of Interest and Statements of Qualifications (the “**RFEOI/SOQ**”) is to:

- (a) invite submissions (the “**Submission**”) from respondents (the “**Respondent**”) that describe the desire, relevant expertise, capability and resources of the Respondent to undertake the project requirements as described in Schedule A – Scope of Services; and
- (b) to select a Respondent or Respondents who may be invited to participate in the next stage of the competitive solicitation process, when called.

#### 1.2 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) “**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- (b) “**City**” means the City of Surrey;
- (c) “**City Representative**” has the meaning set out in Section 2.3;
- (d) “**City Website**” means [www.surrey.ca](http://www.surrey.ca);
- (e) “**Date**” has the meaning set out in Section 2.2;
- (f) “**Evaluation Team**” means the team appointed by the City;
- (g) “**Preferred Respondent(s)**” means the Respondent(s) selected by the Evaluation Team;
- (h) “**Respondents**” (individually the “**Respondent**”) means an entity that submits a Submission in response to the RFEOI/SOQ issued by the City;
- (i) “**RFEOI/SOQ**” means this Request for Expressions of Interest and Statements of Qualifications;
- (j) “**Services**” has the meaning set out in Schedule A; and
- (k) “**Submission**” means a submission submitted in response to this RFEOI/SOQ.

## **2. INSTRUCTIONS TO RESPONDENTS**

### **2.1 Address for Submission Delivery**

The Respondent should submit the Submission **electronically** in a single pdf file which must be received by the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Confirmation of receipt of email will be issued. Submissions that cannot be opened or viewed may be rejected. A Respondent bears all risk that the City's receiving computer equipment functions properly so that the City receives the Submission.

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

### **2.2 Date**

The City would prefer to receive Submissions on or before **SEPTEMBER 9, 2021** (the "**Date**").

### **2.3 Inquiries**

All inquiries related to this RFEOI/SOQ 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

Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference No.: 1220-050-2021-018

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

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation 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 RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 2.4. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

### **2.4 Addenda**

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the City Website at [www.surrey.ca](http://www.surrey.ca) (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFEOI/SOQ. It is the responsibility of Respondents to check the Websites for addenda. The only way this RFEOI/SOQ 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 RFEOI/SOQ or may be relied upon by any Respondent. By delivery of a

Submission, the Respondent is deemed to have received, accepted and understood the entire RFEOI/SOQ, including any and all addenda.

## **2.5 Status Inquiries**

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website and not to the City Representative.

## **3. SUBMISSION FORM AND CONTENT**

### **3.1 Form of Statements of Qualifications**

Respondents should complete the form of Submission attached as Schedule B – Form of Submission, including Appendices A, B, C and D. Respondents are encouraged to respond to the items listed in Schedule B in the order listed. Respondents are encouraged to use the forms provided and attach additional pages as necessary.

### **3.2 Signature**

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

- (a) If the Respondent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Submission 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 Submission on behalf of the corporation is submitted;
- (b) If the Respondent 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 Respondent 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 Submission 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 Respondent or Preferred Respondents to the City.

## **4.2 Evaluation Criteria**

- Criterion 1:** Reputation, capacity, availability of resources, qualifications, competencies, and financial capability (Schedule B);
- Criterion 2:** Strength and relevance of demonstrated experience, qualifications and capability of the proposed key personnel (including subcontractors) with projects of comparable size, scope and complexity showing proven results (Schedule B);
- Criterion 3:** Relevant projects completed in the past five years (Schedule B – Appendix A) (data sheet);
- Criterion 4:** Similar or related projects completed (Schedule B – Appendix B) (data sheet); and
- Criterion 5:** Major projects underway as of the date of submission (Schedule B – Appendix C) (data sheet).

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 Submissions by comparing one Respondent's Submission to another Respondent's Submission. Specific weightings are not assigned to the individual evaluation criteria. All criteria considered will be applied evenly and fairly to all Submissions.

## **4.3 Evaluation Process**

To assist in evaluation of the Submissions, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the project and background investigations of the Respondent, and any subcontractors proposed in the Submission, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Submissions;
- (b) seek clarification or additional information from any, some, or all Respondents with respect to their Submission, and consider and rely on such supplementary information in the evaluation of Submissions;
- (c) request interviews/presentations with any, some, or all Respondents to clarify any questions or considerations based on the information included in Submissions, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Submissions; and
- (d) seek confirmation that the inclusion of any personal information about an individual in a Submission has been consented to by that individual.

The Evaluation Team is not obligated to complete a detailed evaluation of all Submission and may, after completing a preliminary review of all Submissions, identify and drop from any detailed

evaluation any Respondent which, when compared to the other Respondent, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Respondent.

#### **4.4 Litigation**

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, 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.

In determining whether or not to reject a Submission under this section, the City will consider whether the litigation is likely to affect the Respondent's ability to work with the City, its consultants and representatives and whether the City's experience with the Respondent indicates that there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

### **5. GENERAL CONDITIONS**

#### **5.1 No City Obligation**

This RFEOI/SOQ is simply an invitation for Submissions for the convenience of all parties. It is not a tender or a request for proposals and does not commit the City in any way to pre-qualify a Respondent(s), and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

#### **5.2 Respondent's Expenses**

Respondents are solely responsible for their own expenses in preparing, and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

#### **5.3 No Agreement**

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ, prior to the signing of a formal written agreement.

#### **5.4 Conflict of Interest**

A Respondent shall disclose in its Submission 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**

Respondents and their agents will not contact any member of the City Council, City staff or City Consultants with respect to this RFEI/SOQ, other than the City Representative named in Section 2.3, at any time prior to the award of an agreement or the cancellation of this RFEI/SOQ, and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

## **5.6 Confidentiality**

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents 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.

## **6. CITY DISCLAIMER**

- a. The information in this RFEI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. The information contained in this RFEI/SOQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFEI/SOQ, each Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein. Any party who intends to submit a response to this RFEI/SOQ is specifically invited to independently verify the accuracy of the information contained herein.
- b. The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.
- c. All negotiations and discussions with Respondents are on a "without prejudice" basis and cannot be construed as an agreement, and/or otherwise unless expressly approved by City Council and a written agreement is signed by the City.
- d. The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- e. The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.
- f. The City does not authorize any other person or agency to represent the Project on its behalf without the prior written approval of the City.



- g. By submitting a Submission and participating in the process as outlined in this RFEI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEI/SOQ process.

**7. DISCLAIMER**

Notwithstanding anything contained herein, the Respondent agrees that he shall take all necessary steps to confirm the accuracy of this RFEI/SOQ and agrees that the City shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this RFEI/SOQ.

**[END OF PAGE]**

## **SCHEDULE A - SCOPE OF SERVICES**

### **PROJECT TITLE: CRESCENT PARK POTTERY STUDIO OPERATOR**

#### **1. PROJECT OBJECTIVES**

The City of Surrey (the “City”) is seeking the services of a non-profit organization (the “Contractor”) interested in operating and providing pottery and ceramics programming (the “Program”) under an operating service agreement at the Crescent Park Pottery Studio, located at 2582 – 132<sup>nd</sup> Street (the “Premises”). This facility – formerly the park caretaker’s building at Crescent Park – has been re-purposed as a 975 square foot pottery and ceramics space, consisting of 731 square feet of program space and 244 square feet of storage space.

The Contractor will provide programming, manage instructors, and ensure compliant safety protocols, and have other responsibilities as outlined in the Scope of Services as specified in Section 3 of this RFEI-SOQ. Programming will be included as public activities offered by the City.

The objective is to enter into an operating service agreement with a qualified pottery and ceramics programming operator. In exchange for operating the Premises and providing pottery and ceramics programs, the City will offer the Premises to the Contractor at no cost under the terms of the Agreement. The Agreement shall be for an initial period of three (3) years, with the option to renew on an annual basis on terms acceptable to both parties.

The Contractor is to use the Premises to offer programming for the benefit of Surrey residents as set out in Schedule A-1. The spaces are to be used for the delivery of these Services only.

#### **2. PROJECT BACKGROUND**

The Crescent Park Ceramic Studio transforms a former caretaker’s residence into a new pottery studio offering public programs.

This facility will be the first studio in the City of Surrey dedicated to a single visual art form and responds to the growing demand in our communities. It will help fulfill the PRC 10-Year Strategic Plan’s call to develop more purpose-built arts facilities, recognizing that the increase in art spaces is essential and integral to Surrey’s transformation into a vibrant, complete, and metropolitan city.

The new space will provide a safe, accessible, functional community pottery studio equipped with wheels and slab working tables, glazing, storage and kiln space with appropriate ventilation.

Pottery in particular has a deep history in the South Surrey community. The ceramic studio at the nearby South Surrey Recreation and Arts Centre operates over capacity. Courses have long waitlists, the kilns are always full, and pottery organizations cannot get enough studio time to support their participants.

During community consultations, representatives from eight local arts organisations affirmed the need for a new pottery studio and provided input on the design requirements.

Set to open early 2022, the new 975 square foot Crescent Park Ceramic Studio will increase public access to pottery programs by offering more space for residents to learn, build, and share their work. This studio will be operated by a non-profit arts organisation which will be mandated to offer public pottery courses.

### 3. SCOPE OF SERVICES

The Contractor will provide a robust suite pottery-specific programs, hire and manage course instructors, be responsible for maintaining the facility, cover all expenses related to the operation of the facility, market the programs and manage program registrations, and have other responsibilities as outlined in the Division of Responsibilities as specified below. Programming will be included as public activities offered by the City.

#### DIVISION OF RESPONSIBILITIES

Items	Detailed Breakdown	The City	Contractor
<b>REVENUE</b>	Revenues		X
	Revenue targeting		X
<b>INSURANCE &amp; SAFETY STANDARDS</b>	\$5-million liability insurance		X
	WorkSafeBC Clearance in good standing		X
	Safety training procedures & operational safety standards for all instructors and program participants		X
	Occupational First Aid Training		X
	Occupational Health & Safety Plan, including Covid-19 safety protocols		X
	All in-studio safety plans		X
	Police Information Check & Vulnerable Sector Check for operator & instructors		X
	Use of and responsibility for waivers		X
<b>BUILDING SERVICES</b>	Garbage removal	X	
	Janitorial		X
	Security		X

	Heat & Power		X
	Property Taxes	N/A	N/A
	Internet and phone services		X
<b>EQUIPMENT</b>	Capital items ownership	12 pottery wheels	X
	Equipment owned or provided on loan by Operator		X
	Maintenance of studio equipment, materials, equipment		X
<b>SPACES</b>	Use of space		X
	Storage room		X
	Routine maintenance schedule		X
	City of Surrey parking & loading access immediately adjacent to building	X	
	Operator and public parking in the public parking area immediately north of the facility		X
<b>MATERIALS</b>	Materials		X
<b>PROGRAMMING</b>	Program pricing & content with City approval		X
	Access to registrant information dependent on FOIP	X	X
	Mid-season program changes with City approval		X
	Program planning, scheduling, program standards		X
	Program marketing & communications		X

#### 4. PREFERRED QUALIFICATIONS

##### Organizations

- (a) a non-profit organization legally registered and in good standing with BC Registries and Online Services.
- (b) established legally and in operation for at least 3 years prior to the application deadline.

- (c) located within Metro Vancouver is preferred, however other locations may be considered.
- (d) The Contractor should have demonstrated experience providing ongoing quality pottery and ceramics programming and/or services without exclusion to anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, disability or income.

#### Individual Instructors

- (a) Formal education and teaching philosophy that aligns with City's vision.
- (b) Instructors should have demonstrated at least five (5) years of teaching experience with the following:
  - team of instructors and students; and
  - proof of adherence to required occupational health and safety standards.
- (c) Completed Emergency First Aid & CPR-C Certification.

### **5. POLICE INFORMATION CHECK AND VULNERABLE SECTOR CHECK**

- 5.1 The City is committed to providing a safe environment for children and youth. The Contractor, Contractors staff and Contractors volunteers are required to undergo a Police Information Check and Vulnerable Sector Check. Any associated costs will be the responsibility of the Contractor.
- 5.2 The Contractor shall have a corporate policy in place for Police Information Checks for all staff, instructors, volunteers . . . [or something to that effect] . . . and the City reserves the right to audit the process.

### **6. SUBLEASING**

The Contractor may not sub-lease the space to another party without permission from the City. Arranging back-up instructors is encouraged, but arrangements must be completed in advance and with prior approval from the City.

**[END OF PAGE]**

## SCHEDULE A-1 DESCRIPTION OF CRESCENT PARK POTTERY STUDIO PREMISES

### POTTERY STUDIO AT CRESCENT PARK

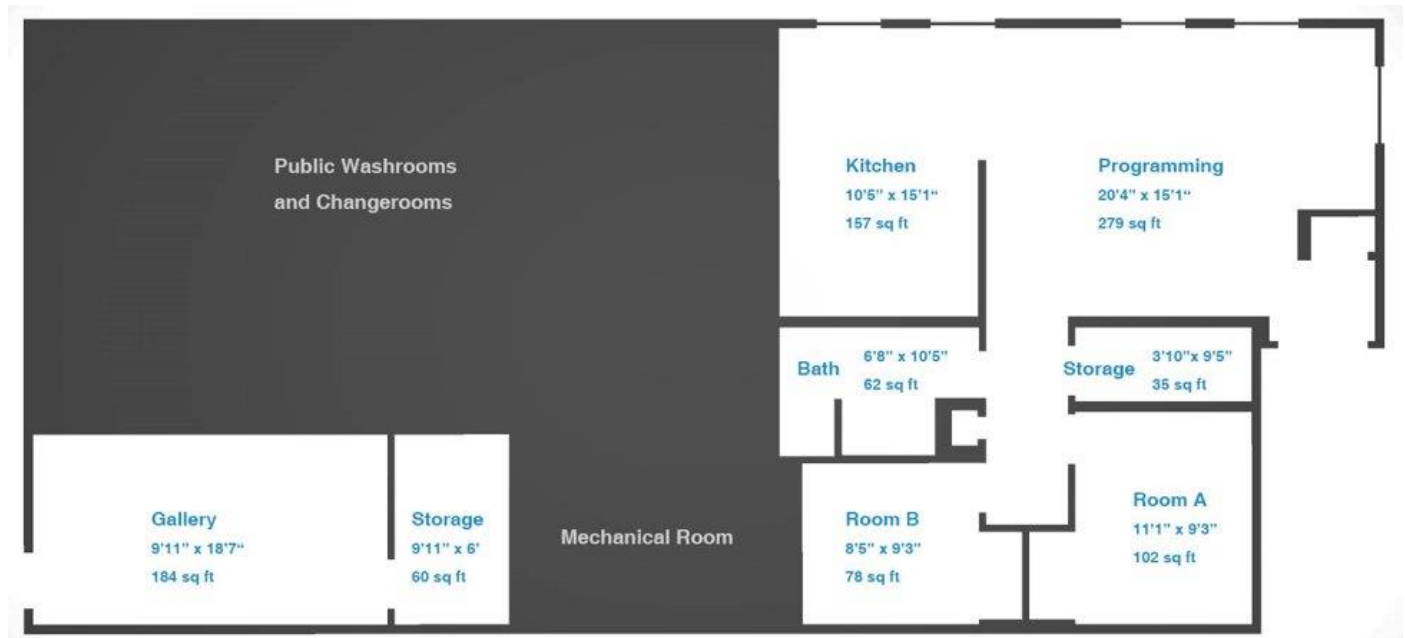
Spaces under consideration for this RFEOI/SOQ include:

1. Total square footage: 975 sq. ft.
2. Programming: 731 sq. ft.
3. Storage: 244 sq. ft.

### SPACE DETAILS

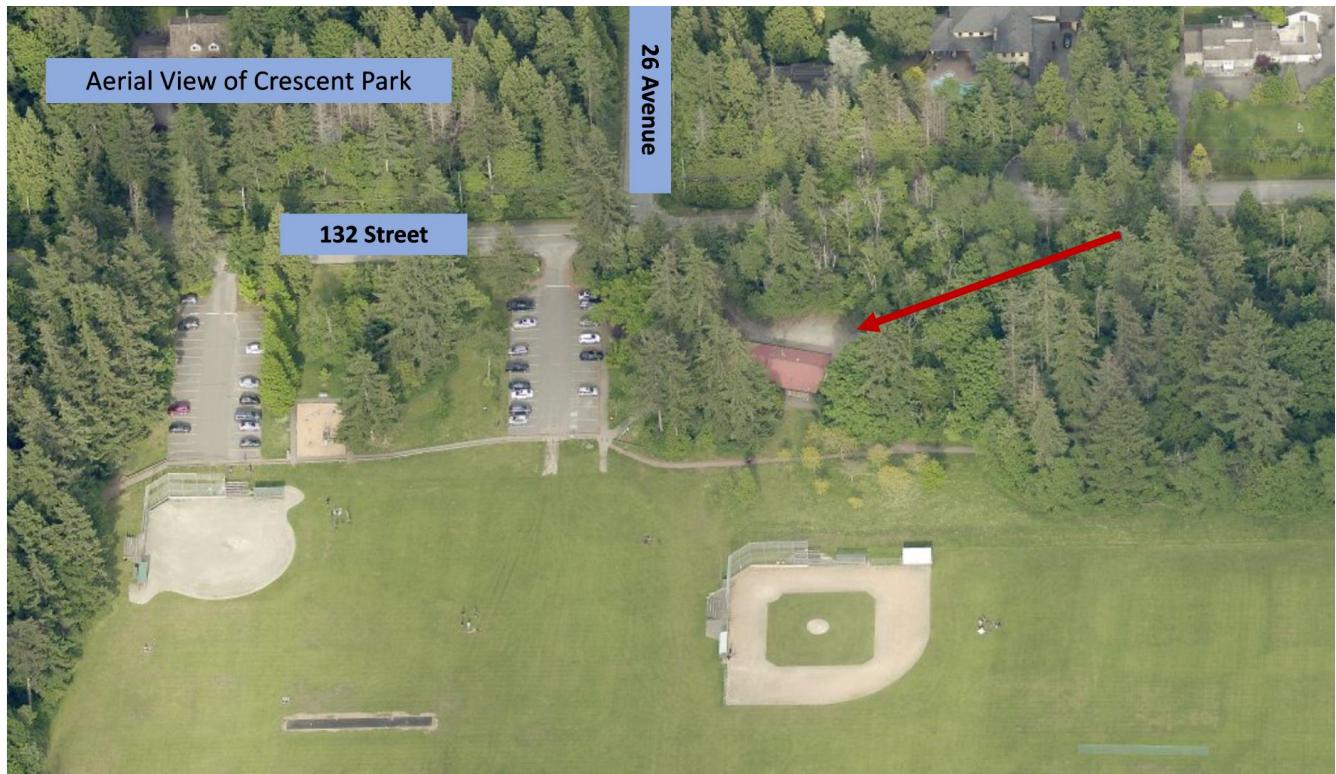
#### Floor Plan

- Programming Space 20'4" x 15'1"
- Kitchen 10'6" x 15'1"
- Accessible washroom 6'8" x 10'6"
- New accessible entryway
- Program Room A: 11'1" x 9'3"
- Program Room B: 8'6" x 9'3"
- Storage Room (in programming space): 3'10" x 9'6"
- Storage Room / Kiln Room: 9'11" x 6'
- Gallery 9'11" x 18'7"



## Location

Crescent Park former park caretaker's facility in the vicinity of 132 Street & 26<sup>th</sup> Avenue (red arrow indicates site of pottery studio)



Public parking as indicated in photo above where cars are visible in two lots immediately to the left of the pottery studio.

## ATTACHMENT 1 – SAMPLE OPERATING SERVICE AGREEMENT



### CRESCENT PARK POTTERY STUDIO OPERATING SERVICE AGREEMENT **[SAMPLE INCLUDED FOR INFORMATION PURPOSES ONLY]**

**Parties to the Agreement** *(Ensure the LEGAL NAME of the Contractor is entered here, whether an individual company, etc. All payments relating to this Agreement will be made to this legal name with no exceptions. Certificates of insurance must have the NAMED INSURED identical to the LEGAL NAME.)*

This Agreement dated as of **year-month-day** (the “Agreement”) between:

\_\_\_\_\_ (the “Contractor”) and the City of Surrey (the “City”)

#### THE CONTRACTOR

***(Insert Full Legal Name)***

**Contractor’s Address & Postal Code:**

**Contractor’s Phone #:**

**Contractor’s Email:**

#### CITY OF SURREY

To the Attention of:

**City of Surrey Address:**

**Phone #:**

**Email:**

In consideration of the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), the parties agree as follows:

#### A. SCOPE OF SERVICES

The Contractor will perform all services as specified in Schedule A (the “Services”) necessary to deliver the programming at the dates, times and locations listed below (the “Program”) and in accordance with the terms and conditions of this Agreement.

**Type of Programs:**

**Delivery Dates, Times & Locations:**

**Supplies, Materials and Tools (Check One):**

☒ The Contractor will provide all supplies, materials and tools necessary for effective delivery of the Services.



☐ The City will provide all supplies, materials and tools necessary for the effective delivery of the Services.

- **Duration of Agreement:** Initial period of three (3) years, with the option to renew on an annual basis on terms acceptable to both parties .

**Leisure Access Program (Check One):**

☐ Leisure Access program applicable.

☒ Leisure Access Program not applicable.

**Workers' Compensation Board Information (*please tick the applicable line and attach applicable letter*):**

☐ The Contractor does not qualify for WCB Personal Optional Protection (POP Coverage). Refusal letter attached.

☒ The Contractor has WCB coverage. WCB Clearance letter attached showing account is current and in good standing. WCB Number

**B. ADDITIONAL TERMS AND CONDITIONS**

1. This Agreement is valid only for the duration of the Program and the City does not guarantee renewal of the Contractor's services in future.
2. The Contractor reserves the right to cancel a Program due to insufficient registration.
3. The Contractor will adhere to standards of program quality as established by the City's Parks, Recreation and Culture policies and procedures in effect from time to time.
4. The Contractor will attend training sessions as requested may be required by the City.
5. The Contractor will follow the direction of the City's Community Arts Manager as may be required.
6. The Contractor will attend meetings as may be requested from time to time by the City.
7. The Contractor must undergo a Police Information Check and Vulnerable Sector Check at the Contractor's expense. The Contractor must also ensure all instructors employed by the Contractor have had Police Information Checks searches conducted. The City has the right to request proof from the Contractor of Police Information Check completions.
8. First Aid and CPR certification of the Contractor and all instructors employed by the Contractor is required at the Contractor's expense. The City has the right to request proof of certification from the Contractor.
9. If the Contractor fails to substantially deliver all or any portion of the Services, as determined by the City in its sole direction, the City may declare this Agreement terminated and terminate all

rights of the Contractor to claim any damages, reimbursement, compensation or remuneration in respect of the Agreement.

10. The Contractor agrees to acquire and maintain any necessary accreditation in respect of its programs and instructors. Where mandatory or industry standards exist, the Contractor agrees to ensure such standards are met and adhered to in respect of its instructors and programs.
11. The Contractor agrees that its access to City's facilities described above is permitted solely for the purpose of providing the Services.
12. The Contractor shall not subcontract or assign the whole or part of the Services without the prior written consent of the City's representative, which consent may be arbitrarily withheld in the City's representatives' sole discretion. The subcontracting of any of the duties, obligations or responsibilities of the Contractor under this Agreement will not relieve it of the Contractor's responsibilities for the proper commencement, execution or completion of the duties, obligations or responsibilities set out in this Agreement.

#### **C. PROTECTION OF PERSONAL INFORMATION**

1. The Contractor acknowledges that in the course of providing the Services the Contractor will have access to or be provided with personal information, which is defined as recorded information about an identifiable individual, other than business contact information, and includes the name and home contact information of Program participants.
2. The Contractor will not use the personal information for any purpose, except for the purpose of providing the Services.
3. The Contractor will protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal.
4. The Contractor will not disclose the personal information to any person and will not allow any person access to the personal information.
5. Unless the City otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.
6. If the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the City. The phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time.

#### **D. WARRANTIES**

1. The Contractor warrants that it has the full right to enter into this Agreement and will comply with all applicable laws and regulations, and will not violate any right of a person, firm or corporation.
2. The Contractor will indemnify and save harmless, the City, its elected and appointed officials, employees and agents against all losses, claims, damages, costs, liabilities, judgements, penalties and expenses, including legal expenses, of whatever kind which may at any time be

sustained or suffered by the City as a result of the breach by the Contractor of any of the warranties.

**E. GENERAL PROVISIONS (THESE PROVISIONS ARE STANDARD AND NOT TO BE CHANGED)**

1. **Indemnity** – The Contractor will indemnify and save harmless the City, its elected and appointed officials, employees and agents against all losses, claims, actions, damages, costs, liabilities, judgements, penalties and expenses including legal expenses in connection with death, injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement or the activities related to the Agreement, excepting liability arising out of the independent acts of the City.
2. **Insurance** – The Contractor will provide to the City proof of liability insurance in the amount of five million dollars. All subcontractors will be required to provide proof of the same insurance coverage. This insurance will be endorsed to add the City as an additional insured. Proof of this insurance must be provided to the City in the form of City of Surrey Certificate of Insurance (attach to this agreement).
3. **Force Majeure** – A *force majeure* is an event or effect that cannot be reasonably anticipated or controlled which delays or prevents fulfilment of the Agreement. This includes an act or regulation by any public authority or bureau, civil tumult, labour strife, interruption in or delay of transportation services, war conditions or emergencies, or any cause beyond the control of the City or the Contractor, where it is understood and agreed that there shall be no claim for damage by either party to this Agreement.
4. **Termination** – The Contractor may only terminate this Agreement by written notice, delivered to the City's representative named in this Agreement, not less than two weeks prior to the scheduled date of the Service delivery. Subject to Section C.9 above, the City agrees that any termination of this Agreement by the City shall be by written notice, delivered to the Contractor named in this Agreement, not less than two weeks prior to the scheduled date of the Service delivery.
5. **Governing Law** – This Agreement shall be governed by and construed in accordance with the applicable laws of British Columbia and of Canada.
6. **Amendment** – This Agreement may not be amended without written mutual consent.
7. **Independent Contractor** – The Contractor is an independent Contractor and nothing in this Agreement will be construed to constitute an employer/employee relationship between the parties. The Contractor agrees to be solely responsible for any and all payments and deductions required to be made by law, including those required for Canada pension plan, employment insurance, workers compensation and income tax.
8. **Interpretation** – Headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.
9. **Pandemic Restrictions**

The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the "Pandemic"). The Contractor advises that it is able to proceed with the Services

under the Pandemic conditions and restrictions (collectively the “Pandemic Restrictions”) as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor’s performance of the Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 9 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor’s performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Workers’ Compensation Board and Occupational Health and Safety; and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services.

**By signing in the spaces provided below, the Contractor and the City accept and agree to all of the terms and conditions of this Agreement as of the date written above.**

**CONTRACTOR:**

**CITY OF SURREY:**

\_\_\_\_\_  
**Contractor (*signature*)**

\_\_\_\_\_  
**Manager (*signature*)**

\_\_\_\_\_  
**(*Name, typed or printed*)**

\_\_\_\_\_  
**(*Name, typed or printed*)**

\_\_\_\_\_  
**(*date*)**

\_\_\_\_\_  
**(*date*)**

[Provide Contractor with a copy of this Agreement, keep one copy on site for reference. The original signed Agreement to be sent to the Business Operations Manager for retention and audits].

## **SCHEDULE C PRIVACY PROTECTION SCHEDULE**

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and \_\_\_\_\_ (the "Contractor") respecting RFEI/SOQ No.1220-050-2021-018 Crescent Park Pottery Studio Operator (the "Agreement").

### **Definitions**

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

### **Purpose**

2. The purpose of this Schedule is to:
  - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

### **Collection of personal information**

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

### **Accuracy of personal information**

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

### **Requests for access to personal information**

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

### **Correction of personal information**

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

9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

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

#### **Storage and access to personal information**

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

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

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

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

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

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

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

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

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

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

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

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information

management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

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

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

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

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

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

#### **Termination of Agreement**

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

#### **Interpretation**

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

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

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

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

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

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

**[END OF PAGE]**



## **SCHEDULE D CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and \_\_\_\_\_ (the "Contractor") respecting RFEOI/SOQ No.1220-050-2021-018 Crescent Park Pottery Studio Operator (the "Agreement").

### **WHEREAS:**

- A.** The Contractor and the City acknowledge that the process of the Contractor having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Agreement "Confidential Information" means any information, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B.** The Contractor has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

### **WHEREAS:**

- A.** The Contractor and the City acknowledge that the process of the Contractor having access to information will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Confidentiality and Non-disclosure Agreement ("Confidentiality Agreement") confidential information (the "Confidential Information") means any information regarding potential City land sites, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B.** The Contractor, upon executing this Confidentiality Agreement, has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with this Confidentiality Agreement.

### **THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

- 1.** The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, except as contemplated herein, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.



2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor's directors, officers, employees, and sub-contractor who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractor, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Confidentiality Agreement.
4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include a reasonable degree of care, and not less than that which the Contractor utilizes to protect its own confidential information of a similar nature.
5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request. Notwithstanding the foregoing, the Contractor may retain one (1) copy of all Confidential Information in the files of its general counsel for the sole purpose of ascertaining its rights and obligations in the event of a dispute hereunder, provided, however, that such retained Confidential Information shall be held in accordance with the confidentiality requirements of this Confidentiality Agreement.
7. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City, with the exception of one (1) copy, consistent with Section 6 herein.
8. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected

pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Confidentiality Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.

9. The Contractor acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Contractor the terms of this Confidentiality Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Confidentiality Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor's dealings or engagement with the City.
12. The Contractor represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Confidentiality Agreement.
13. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Confidentiality Agreement shall be deemed to be waived by the City and no breach of this Confidentiality Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

**[END OF PAGE]**



## SCHEDULE B – FORM OF SUBMISSION

### RESPONDENT'S REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

This Request For Expressions of Interest and Statements of Qualifications (the "RFEI/SOQ") will enable the City of Surrey (the "City") to determine your relevant experience, capacity, resources and eligibility to submit a submission for **operating the Pottery Studio and its programs at the Crescent Park Pottery Studio.**

Materially incomplete RFEI/SOQ submissions may be deemed to fail the qualification process. Respondents may supplement information requested with additional sheets if required. All information provided should be relevant to the prequalification.

**Project Title: Crescent Park Pottery Studio Operator**

**Reference No.: 1220-050-2021-018**

#### **Submitted To:**

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

Email for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

#### **SECTION A. GENERAL INFORMATION**

For Business Entities

1. \_\_\_\_\_  
Full Legal Name of the organization
2. \_\_\_\_\_  
Business Address
3. Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_
4. Address: \_\_\_\_\_ Address: \_\_\_\_\_
5. Contact for prequalification inquiries (full name, position and email address):  
\_\_\_\_\_
6. Contact for general inquiries (full name, position and email address):  
\_\_\_\_\_

**SECTION B. COMPANY PROFILE**

7. How many years has your organization been in the pottery and/or ceramics business as a contractor?  
\_\_\_\_\_
8. How many years has your organization been in business under its present business name? \_\_\_\_\_
9. Form of Business Organization  
Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
Non-Profit Registered \_\_\_\_\_ Charitable Status \_\_\_\_\_
10. Year incorporated/established, if applicable: \_\_\_\_\_
11. If the Respondent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.
12. Membership of industry associations (please list):  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION C. FINANCIAL CAPACITY**

13. Total 2021 operating budget: \_\_\_\_\_

**Insurance Reference:**

14. Name of Insurance Company: \_\_\_\_\_
15. Address: \_\_\_\_\_
16. Contact Person: \_\_\_\_\_
17. Telephone/Fax Numbers: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
18. Are you able to provide General Liability Insurance, on an occurrence basis, in the amount of not less than \$5,000,000 (CAD) with an insurer licensed in British Columbia for bodily injury, (including death) and damage to property including loss of use thereof? ☐ Yes ☐ No

Note: Refer also to the City's sample insurance certificate form available on the City's web site at [www.surrey.ca](http://www.surrey.ca) (search "Insurance Certificates") titled City of Surrey Certificate of Insurance Standard Form.

**SECTION D. EXPERIENCE, REPUTATION AND RESOURCES**

19. Respondents should provide details, in order of date, of relevant projects completed in the past two years – Schedule B – Appendix A (data sheet).
20. Management and Key Personnel: Respondents should provide information on the background and relevant experience of senior management and key personnel proposed to undertake the Services during the term of the agreement (use the spaces provided and/or attach additional pages, if necessary):  
(a) brief resume identifying each individual's qualifications and relevant professional experience and the number of years they have worked for the Respondent;

- (b) specific contracts worked on; and  
(c) details of the training that will be provided to the teaching personnel.

21. Respondents should provide the following information on the background and experience of all preferred sub-contractors (including consultants and teachers) proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SUBCONTRACT SERVICES	PREFERRED SUB-CONTRACTORS AND MATERIAL SUPPLIERS NAMES	YEARS OF WORKING WITH RESPONDENT	TELEPHONE NUMBER AND EMAIL

#### SECTION E. TECHNICAL CAPACITY

22. Describe Respondent's demonstrated ability to provide the Services.
23. Briefly describe why you are interested in this opportunity:

Comments:

24. Describe the nature or your organization's main programs, mandate, and teaching philosophy.
25. Describe the content of program(s) you are interested in offering. Include discipline, target age demographic, and maximum number of participants per activity.
26. Describe your organization's experience in delivering these programs.
27. Please complete the table to the best of your ability. The information you provide is a starting point. If you find your program doesn't fit within the table, please fill in what you can and use the notes section to provide further clarification.

##### a. Program Name

Beginner and intermediate level pottery skills ☐ Yes ☐ No

Advanced pottery skills ☐ Yes ☐ No

Raku or other specializations ☐ Yes ☐ No

Other: \_\_\_\_\_

##### b. Age demographics for your programs (check boxes)

Children ☐ Youth ☐ Adult ☐ Senior ☐

**c. Length of Session (check boxes)**

30 mins ☐ 45 mins ☐ 60 mins ☐ 90 mins ☐

Others please specify:

**d. How frequently would you like to run the programs? (check boxes)**

Several times per day ☐ Several times per week ☐

Others please specify:

**e. Which day(s) would you like to run this program? (check boxes)**

Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐

Others please specify:

28. Respondent's references (name and telephone number). The City's preference is to have a minimum of three references.

This Submission is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

I/We have the authority to bind the Respondent.

\_\_\_\_\_  
(Name of Respondent)

\_\_\_\_\_  
(Name of Respondent)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**APPENDIX A**

**RELEVANT PROJECTS COMPLETED IN THE PAST TWO YEARS**

(Attach additional pages, if necessary)

**Ref. #1. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description/Scope: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Bus. Telephone/Fax Numbers:      Bus. Phone: \_\_\_\_\_      Bus. Fax: \_\_\_\_\_

---

**Ref. #2. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description/Scope: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Bus. Telephone/Fax Numbers:      Bus. Phone: \_\_\_\_\_      Bus. Fax: \_\_\_\_\_

---

**Ref. #3. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description/Scope: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Bus. Telephone/Fax Numbers:      Bus. Phone: \_\_\_\_\_      Bus. Fax: \_\_\_\_\_

**APPENDIX B - PROJECTS OF SIMILAR NATURE COMPLETED**

Attach additional pages, if necessary as follows (as applicable):

**Ref. #1. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Value (\$): \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

**Name of Contract Owner:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Name of Consultant:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Ref. #2. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Value (\$): \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

**Name of Contract Owner:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Name of Consultant:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Ref. #3. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Value (\$): \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

**Name of Contract Owner:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Name of Consultant:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_



**APPENDIX C - PROJECTS CURRENTLY IN PROGRESS AS OF SUBMISSION DATE**

Attach additional pages, if necessary as follows (as applicable):

**Ref. #1. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Value (\$): \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_ Percent (%) Completed: \_\_\_\_\_

**Name of Contract Owner:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

E-Mail of Project Reference: \_\_\_\_\_

**Name of Consultant:** \_\_\_\_\_

Refer To: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Ref. #2. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Value (\$): \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_ Percent (%) Completed: \_\_\_\_\_

**Name of Contract Owner:** \_\_\_\_\_

Refer To: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

E-Mail of Project Reference: \_\_\_\_\_

**Name of Consultant:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Ref. #3. Project Title and Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Contract Value (\$): \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_ Percent (%) Completed: \_\_\_\_\_

**Name of Contract Owner:** \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Name of Consultant:** \_\_\_\_\_

Refer To: \_\_\_\_\_

Telephone/Fax Numbers: **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_