



REQUEST FOR PROPOSALS

Title: **Arena Boards, Wall Signage & Ice Resurfacers Advertising**

Reference No.: 1220-030-2021-057

FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)

Issue Date: December 22nd, 2021

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The City of Surrey (the “**City**”) invites proponents to provide a proposal in response to this Request for Proposals (the “**RFP**”) on the form attached as Schedule C (the “**Proposal**”) for the supply of the goods (if any) and services described in Schedule A (the “**Goods and Services**”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Proposal (the “**Proponent**”) should prepare a Proposal that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

1.2 Definitions

In this RFP the following definitions shall apply:

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

“**City**” means the City of Surrey;

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

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

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

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

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

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

“**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 a Contract;

“**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 Schedule A;

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

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

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: purchasing@surrey.ca

on or before the following date and time

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

Date: January 20th, 2022

(the “Closing Time”).

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the Owner’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

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

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City’s requirements under this RFP (the “Information Meeting”). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Late Proposals

Proposals submitted after the Closing Time will not be accepted or considered.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.2. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City’s computer equipment functions properly so as to facilitate timely delivery of any amendment.

2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2021-057

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

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

2.6 Addenda

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

2.7 Examination of Contract Documents and Site

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

2.8 Opening of Proposals

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

2.9 Status Inquiries

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

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

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

3.2 Signature

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

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

4. EVALUATION AND SELECTION

4.1 Evaluation Team

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

4.2 Evaluation Criteria

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

Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

Technical

The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4

Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5.

Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule C-1

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

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

4.3 Discrepancies in Proponent's Financial Proposal

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

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (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 contractors and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

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

4.6 Interviews

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

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

4.7 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Goods and 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 Goods and 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 Goods and Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract and Award

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

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:

- (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Goods and 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 Goods and Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract 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 contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

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

5.4 Conflict of Interest

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

5.5 Solicitation of Council Members, City Staff and City Contractors

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in section

2.5, at any time prior to the award of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

5.6 Confidentiality

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

5.7 Reservation of Rights

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

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

5.8 Acceptance of Proposals

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

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City’s acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.
- (b) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the

contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.

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

SCHEDULE A – SCOPE OF SERVICES

1. PURPOSE

- 1.1. The City of Surrey (the “City”) is seeking a Contractor, specializing in the sales of advertising for athletic facilities, to act as an agent for the City to sell, coordinate, install and maintain suitable advertising placements on City rink board panels, wallboards, and ice resurfacers in ice arenas owned and operated by the City’s Parks, Recreation & Culture Department.
- 1.2. Other interior spaces including but not limited to the ice surface, spectator seating, lobbies, and dressing rooms may be made available if mutually agreed to by the Contractor and the City. Any such opportunities will be evaluated on a case by case basis.

2. BACKGROUND

- 2.1. The City operates recreation facilities and delivers recreation services and programs. The City operates, manages and/or has the right to place advertising in the ice arenas and requires the services of an advertising Contractor for the purpose of providing these advertising Services.

3. SCOPE OF SERVICES

- 3.1. The Contractor shall diligently install, operate and maintain advertising Services at City ice arenas at the Contractor’s sole expense so as to maximize the City’s Annual Revenue Share. The Contractor shall also provide a reporting process for reviewing and approving advertising to be displayed and provide any available promotional value or opportunities and marketing plans.
- 3.2. The Contractor shall furnish everything required to perform all of the requirements of the Agreement including without limitation, any and all materials required but not supplied by the City, all labour, supervision, equipment, tools, fuel, insurance, and all other items incidental thereto, which are necessary to perform the Services at various City ice arenas to the satisfaction of the City, under the direction and supervision of the City’s Department Representative. All Contractor furnished property and materials must meet applicable Federal, Provincial and City laws, codes, and regulations. The Contractor shall use only those Contractor furnished items that are determined to be satisfactory by the City’s Department Representative in performance of the Agreement.
- 3.3. The Contractor shall not solicit or accept advertising from individuals or organizations whose products or advertising are deemed, at the sole discretion of the City, to be in violation of the Canadian Code of Advertising Standards or the City’s Advertising Policy, as described in Schedule B – Draft Contract Attachment 1, or to be offensive to the moral standard of the community, including, but not limited to, advertising for tobacco or alcohol. In the City’s sole discretion, the Contractor, upon notice from the City, shall remove the advertisement within twenty-four (24) hours of the receipt of notice from the City. The City has the sole right to refuse any advertising placements.

- 3.4. The Contractor shall offer first right of refusal to programs operating in City ice arenas, e.g. youth spring hockey league, before offering advertising placements to programs competing in other ice arenas not owned by the City.
- 3.5. City suppliers with category exclusivity agreements may be offered first right of refusal to advertise in the ice arenas at the rate in effect at that time, provided that a competitor from that category is not already advertising in that ice arena with the Contractor. The Contractor further agrees to neither solicit nor accept advertising from businesses that are in conflict with category exclusivity suppliers advertising with the Contractor.
- 3.6. The Contractor shall not solicit or accept advertising from the competitor of the beverage company with whom the City has contracted as its beverage supplier for all carbonated, non-carbonated, natural or artificially flavoured drinks whether from syrup, powders, crystals, concentrates and also includes all sport drinks, individually bottled waters, excluding all freshly squeezed juice products, milk, hot chocolate, coffee and tea.
- 3.7. The Contractor shall grant the City's beverage supplier, referred to in section 3.6, the option to place up to two (2) rink board panels in each ice arena at no charge. Production, installation and maintenance costs shall be the responsibility of the beverage supplier. The location of the advertising placements shall be decided by the Contractor.
- 3.8. On a quarterly basis, the Contractor shall allocate, for the City's sole use, ten (10) percent of the available advertising placements in each City ice arena. If the City notifies the Contractor that the City will not use the advertising placements for that quarter then the Contractor may use the advertising placements itself.
- 3.9. The Contractor shall maintain the advertising placements in a condition that is satisfactory to the City. Each City arena manager shall be the sole judge as to the condition of the advertising placements and may request the Contractor to replace any advertising placements, which are not satisfactory to the arena manager.
- 3.10. The Contractor shall locate the advertising placements at such locations in the ice arenas as may be mutually agreed upon in writing by the Contractor and the City arena manager provided further that except in the case of events governed by section 3.11, the Contractor shall have advertising exclusivity with respect to the advertising placements, which advertising placements shall be limited to the interior of ice arena spaces only, including lobbies, bathrooms and dressing rooms.
- 3.11. The Contractor agrees to inform advertisers that advertising rights are for regular use, and local tournaments and events of the ice arenas. For International, National and/or Provincial events booked for the ice arenas whereby the event organizer wishes to or has furnished its own sponsors and advertisers, the Contractor agrees that its advertisement placements may be required to be covered up during the length of the event(s).

- 3.12. The Contractor will not make any structural changes to the ice arenas without first obtaining the written consent of the City arena manager. Where the City performs maintenance on the ice arenas in which the Contractor has provided advertising placements, the cost of removing and re-installing signage, where necessary, shall be the responsibility of the City.
- 3.13. The Services as written are stated in general terms. The lack and/or omission of any detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.
- 3.14. The Contractor shall comply with and cause its employees and agents to comply with the City's Sponsorship Policy attached as Schedule B – Draft Contract Attachment 4 to this Agreement.

4. ACCESS, REPLACEMENTS, REPAIRS AND MAINTENANCE

- 4.1. The City will provide full access to the ice arenas and will permit the Contractor to schedule times agreeable with the Department Representative to perform installations, repairing, replacements, removals, and service and maintenance, provided such scheduling requests are reasonable.
- 4.2. The Contractor will be responsible for conducting inspections, once every six (6) months, of the advertising placements and ensure they are in good repair. The Contractor shall clean, repair, replace and perform any other work required to keep the advertising placements functioning in as new condition, and includes all necessary labour, parts and equipment required to maintain all components in good working order as per standard workmanship practices. The City may also inspect the condition of the advertising placements and will notify the Contractor of any needed repairs or replacements. The Contractor shall conduct such repairs or replacement within fourteen (14) days from receipt of notice from the City. The Contractor must coordinate their work with City staff on site to ensure their work does not impact the facility operation.
- 4.3. If any work is omitted or found to be unacceptable by the Department Representative, the Contractor will be advised of such omission or unacceptable work and will make prompt corrections within twenty-four (24) hours. In emergency situations, e.g. where poorly installed rink board advertisement(s) pose a threat to player health and safety, the City may immediately correct the poorly installed rink board advertisement(s) and endeavour to immediately contact the Contractor.
- 4.4. If, in the opinion of the City, the damage to the advertising placements is hazardous or offensive, the City shall conduct the necessary repairs or replace immediately and shall invoice the Contractor for the cost of such repairs or replacement. The Contractor shall pay such invoice within thirty (30) days of receipt.
- 4.5. The City shall not be responsible for any damage to the advertising placements, unless such damage is a result of gross negligence on the part of the City, including but not limited to,

vandalism and graffiti. The Contractor shall make repairs and replacements to the advertising placements occasioned by any such damage in an expeditious manner.

5. EXISTING CONTRACTR LIMITS

- 5.1. Existing contract restrictions limit the scope of this RFP for ice arena advertising to new business only. Clients with existing contracts are covered under a previous agreement. Proponents should not include existing advertisers in their plan as it is not guaranteed that they will get 100% re-enlistment from existing advertisers.

6. RESPONSIBILITIES OF THE CITY

- 6.1. The City shall notify the Contractor in writing of any damage to the advertising placements of which the City becomes aware. The obligation of the City to report any damage to the advertising placements to the Contractor does not limit the repair and replacement obligations of the Contractor.
- 6.2. The City shall not permit anyone other than the authorized agent of the Contractor to remove, tamper with, or in any way interfere with the advertising placements, except for pre-authorized maintenance arrangements with each City arena manager.
- 6.3. The City reserves the right to close any or all of the ice arenas and the Contractor acknowledges that the City makes no representation concerning the future operation of any or all of the ice arenas. Upon the closure by the City of any of the ice arenas, the City may, acting reasonably and depending upon availability of City owned facilities, offer to the Contractor a replacement site for each of the closed ice arenas, which for the purposes of this Agreement shall upon acceptance by the Contractor of the replacement site, replace the closed ice arenas. A closure by the City of any ice arenas shall not be deemed to operate as a breach of this Agreement by the Contractor or by the City.
- 6.4. The City shall allow the Contractor one (1) rink board per ice arena at no cost to the City for the purpose of acknowledging the advertising Services.
- 6.5. The City agrees that all advertisements and related materials are the property of the Contractor and/or the advertisers they represent and may be removed by the Contractor at the expiration or termination of this Agreement.
- 6.6. The City may perform normal maintenance upon the advertising placements, including cleanings, minor adjustments and repairs as may be required from time to time.

7. ICE Arenas

- 7.1. There are nine (9) sheets of ice in five (5) locations. This opportunity is for seven (7) of the arenas:
 - Cloverdale Arena;
 - Newton Arena;

- Surrey Sport & Leisure Complex (Sheets 1, 2 & 3); and
- North Surrey Sport & Ice Complex (Sheets 1 & 3).

There will be an additional two (2) sheet Arena opening in the Cloverdale area, planned for Fall 2023.

From August to March the City of Surrey Arenas are home to twelve (12) Minor Sport Organizations and several private groups including adult leagues. During the ice season the arenas are typically used from early morning until late evening. There are numerous tournaments and special events. The City of Surrey also offers programs including hockey leagues, learn to skate programs and public skating.

Typically from April to July each year the ice is out at many of the arenas to accommodate busy lacrosse and ball hockey leagues, which also host tournaments and special events.

7.2. **Cloverdale Arena, 6090 – 176th Street**

The Cloverdale Arena is located in the historic town of Cloverdale. It is located northwest of Fraser Downs Raceway and south of the new Millennium Amphitheatre. This facility is located on 176th Street with easy access from the Canada/US border to the south and the Trans-Canada Highway to the north.

- 15,000 sq. ft. of exhibit space.
- Bench seating for 250.
- Winter Ice Hockey, Figure Skating, Public Skating & Lessons.
- Summer - Lacrosse, In-Line Skating, Ball Hockey.
- Special Events.
- Concession Services.

7.3. **Newton Arena, 7120 – 136B Street**

The Newton Arena was built in 1973 and is located across from the Newton Recreation Centre.

- 17,000 sq. ft. of exhibit space.
- Bench seating for 150.
- Score board with flexible scoring and timing capabilities.
- One (1) meeting room.
- Two (2) multi-purpose rooms.
- Ice Hockey, Figure Skating, Public Skating & Lessons.
- Special Events.
- Hall Rentals.
- Concession Services.

7.4. **Surrey Sport and Leisure Complex (“SSLC”) Arena and Aquatics, #100 16555 Fraser Highway**

This state of the art facility uses the latest energy management technology. It is located on a main artery through the City that provides easy access from the Canada/US Border and Highway #1.

- Aquatic Centre (52m pool, 25m leisure pool, water slides, whirlpool, sauna, 9,000 sq. foot Fitness Centre) opened September 1999.
- Three (3) NHL size ice arenas opened November 5, 1999. Activities at all ice arenas include hockey, figure skating, public skating, lessons and private rentals.

Arena 1:

- 17,000 sq. ft. of exhibit space.
- Bench seating for 300.
- Score board with flexible scoring and timing capabilities.
- 4 multi-use dressing rooms.
- 38' high ceiling.

Arena 2:

- 17,000 sq. ft. of exhibit space.
- Bench seating for 300.
- Score board with flexible scoring and timing capabilities.
- 4 multi-use dressing rooms.
- 38' high ceiling.

Arena 3:

- 17,000 sq. ft. of exhibit space.
- Bench seating for 150.
- Score board with flexible scoring and timing capabilities.
- 4 multi-use dressing rooms.
- 38' high ceiling.

Arena Facility:

- One (1) meeting room.
- Three (3) multi-purpose rooms with audio/visual equipment.
- Kitchen facilities attached to 2 of the multipurpose rooms.
- Parking for 480.
- Wheel chair accessible on both levels.
- Skate Shop.
- One (1) female dressing room.

Aquatics Facility:

- Café.
- Fitness Studio.

7.5. **North Surrey Sport & Ice Complex, 10950 – 126A Street**

Surrey's most recent facility, located across the street from Skytrain, close to King George Highway;

- Three sheet facility;
- 15 dressing rooms.
- Fitness Centre, Fitness rooms;
- Café; and
- Multipurpose Rooms.

Note: Only Arenas #1 and #3 pertain to this RFP. Arenas #1 and #3 are NHL size arenas with seating for 100 spectators per arena.

8. **EXCLUSION**

- 8.1. From time to time, City Arenas may host national sport events operations, functions and/or tournaments. It is understood that neither the City nor the facility operator(s) have a direct control over the advertising provided at these events and as such, these events are to be excluded from this RFP.

Each volunteer sports group within the City operates independently with no City input. As a result, these sports groups cannot be included as part of this RFP. However, these sport groups manage ad hoc concessions at various City locations throughout the season which may include advertising.

The City reserves the right, depending on its requirements, availability and/or special needs, to utilize alternative contractors to meet its operational needs at any time during the Term.

SCHEDULE B – DRAFT CONTRACT



REVENUE AGREEMENT

Title: Arena Boards, Wall Signage & Ice Resurfacers Advertising

Reference No.: 1220-030-2021-057

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SCHEDULE B – REVENUE AGREEMENT

Title: Arena Boards, Wall Signage & Ice Resurfacers Advertising

THIS REVENUE AGREEMENT is dated for reference this _____ day of _____, 202_.

AGREEMENT No.: 1220-030-2021-057

BETWEEN:

CITY OF SURREY
13450 – 104th Avenue
Surrey, British Columbia, V3T 1V8, Canada
(the “**City**”)

OF THE FIRST PART

AND:

( **Insert Full Legal Name of Contractor**)

(the “**Contractor**”)

OF THE SECOND PART

WHEREAS the City desires to retain the Services of the Contractor to provide Services in connection with:

Arena Boards, Wall Signage & Ice Resurfacers Advertising

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:

Services

The Contractor shall provide Services to the City on the terms and conditions set out in the attached.

- Appendix 1 – Scope of Services

which together form part of this Agreement and are binding upon the parties.

Appendices

The following attached Appendices are a part of this Agreement:

- (a) Appendix 1 – Scope of Services;
- (b) Appendix 2 – Financial Arrangement and Revenue Sharing;
- (c) Appendix 3 – Time Schedule;
- (d) Appendix 3 – Personnel and Sub-Contractors;
- (e) Appendix 4 – Additional Services;
- (f) Attachment 1 – Parks, Recreation and Culture Commission Policy Manual;
- (g) Attachment 2 – Prime Contractor Designation Letter of Understanding;
- (h) Attachment 3 – Contractor Health & Safety Expectations Responsibility Of Contractor(S); and
- (i) Attachment 4 – City’s Sponsorship Policy.

If there is any inconsistency or conflict between the provisions of Agreement and the Appendices, the Agreement shall govern and take precedence over all other contract Documents.

AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

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

- (a) “**Agreement**” means the executed agreement between the City and the Contractor on the terms and conditions set out in this document;
- (b) “**Calendar Year**” means the time period from January 1st to December 31st;
- (c) “**City Annual Revenue Share**” means in any given Fiscal Year, the greater of the Percentage of Gross Revenues and the Guaranteed Minimum Annual Revenue;
- (d) “**Department**” means the City’s Parks, Recreation and Culture Department, located at City of Surrey, Surrey City Hall, 13450-104th Avenue, Surrey, British Columbia, V3T 1V8;
- (e) “**Department Representative**” means Arena Operations Manager, 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**” references Article 6.1(c);
- (g) “**Fiscal Year**” means a period of twelve (12) consecutive calendar months starting on January 1st and ending on December 31st during the Term except that:

- (i) the first Fiscal Year begins on the first day of the Term and ends on December 31st of the Term occurs, and may be a period of less than 12 consecutive calendar months; and
 - (ii) the last Fiscal Year begins on January 1st or the year during which the last day of Term occurs and ends on the last day of the Term, and may be a period less than 12 consecutive calendar months; "Initial Term" means the term as specified in Section 5.0;
- (h) "**General Manager**" means the General Manager of the Parks, Recreation and Culture Department of the City, or her designate;
- (i) "**Gross Revenues**" means in any given Fiscal Year, the sum of all amounts billed by the Contractor and/or due to the Contractor(s), or paid to the Contractor(s), in cash, credit or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from the advertising services, excluding tournaments or events for which the Contractor is contracted by the tournament or event organizer and required to pay a fee to the tournament or event organizer in order to have access to the tournament or event, whether or not such amounts are actually collected. This includes any revenues that would have otherwise been credited to the City that are reasonably allocable to the City. Where the Contractor(s) does not bill a particular customer (including itself or an affiliate, partner or joint venturer of the Contractor(s)) for advertising services, provided by the Contractor(s), then imputed as billings included within the Gross Revenue will be an amount equal to the billings that would have been billed by the Contractor(s) to a like customer for the provision of Services being provided to the customer not being billed, but not including <<insert type of services>>, and related services provided to the customer not being billed, but not including Services provided to the City without charge as part of this Agreement. Gross Revenue is to be calculated prior to deducting any fees, commissions, licensing expenses, operating expenses payable by the Contractor(s);
- (j) "**GST**" means the goods and services tax as provided for in the Excise Tax Act, as amended, or any successor or parallel legislation that imposes a tax on the recipient of goods and services supplied under this Agreement and any taxes or fees that may be imposed in replacement or substitution for, or in addition to, such taxes;
- (k) "**Guaranteed Minimum Annual Revenue**" means, in any given Fiscal Year the minimum guaranteed amount which is payable and will be paid by the Contractor to the City without deduction or set-off as specified in Section 8.1 of the Agreement;
- (l) "**Percentage of Gross Revenues**" means in any given Fiscal Year _____% of Gross Revenues which is payable and will be paid by the Contractor to the City without deduction or set-off;
- (m) "**Term**" means the term as specified in Section 5.0; and
- (n) "**Services**" means and includes anything and everything required to provide the arena boards, wall signage & ice resurfacers advertising as described in this Agreement;

2. INTERPRETATIONS

- (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. REPRESENTATIONS OF CONTRACTOR:

- (a) the 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) the 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 the Contractor to enter into this Agreement and to execute and deliver this Agreement;
- (d) this Agreement has been properly executed by the Contractor and is enforceable against the Contractor in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made furnished or given by the Contractor, its directors, officers or anyone acting on behalf of the Contractor, to the City in connection with this Agreement is materially correct and accurate;
- (f) the 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) the 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) the 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 the Contractor under those laws as of the reference date of this Agreement;
- (j) the 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) the 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) the Contractor accepts the risks assigned within this Agreement identified as being borne by the Contractor;
- (m) the 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) the 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) the 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) the 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) the 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) the Contractor is an independent the Contractor and not the servant, employee, partner, or agent of the City;
- (s) the 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 the Contractor as the City considers necessary in connection with provision of the work, which instructions the

Contractor will comply with, but the 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 the Contractor to provide the work are at all times the employees and sub-contractors of the Contractor and not of the City. The Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee; and
- (w) the Contractor has independently reviewed all labour relations issues related to the performance of the Contractor's obligations under this Agreement.

4. GENERAL OBLIGATIONS OF CONTRACTOR

4.1 Contractor shall:

- (a) 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 the Services during the term;
- (b) use its best endeavours to provide the Services to the City in a timely manner and in accordance with the terms of the Agreement;
- (c) 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 Services standards for persons having those qualifications and experience;
- (d) follow all instructions of the Department Representative, 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;
- (e) maintain clear communication lines with staff in order to offer the best customer service;
- (f) comply with all laws, and
- (g) only use the facilities provided by the City for the purposes of this Agreement.

5. Term

5.1 The City agrees to engage, and does hereby engage, Contractor for the period commencing **(Start Date)** and terminating on **(End Date)** ("**Term**").

5.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) additional twelve (12) month renewal periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties. The additional one (1) year annual renewal shall be contingent upon the City's satisfaction with the Services performed.

6. TERMINATION - CITY

6.1 This Agreement will terminate:

- (a) at the expiration of the initial term, unless extended by mutual agreement; 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 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.

6.2 Upon expiry of the Term or upon termination by the City, the Contractor shall vacate City facilities and at its own expense and at the request of the City, shall remove all advertising placements and deliver up to the City the facilities, in the same condition as at the commencement date of the Agreement.

7. 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 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“**Dispute**”) using the following dispute resolution procedures:

(a) **Negotiation**

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

(b) **Mediation**

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

(c) **Litigation**

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

8. FINANCIAL ARRANGEMENT AND REVENUE SHARING

8.1 Compensation to the City

During the Term, the Contractor will pay to the City the City Annual Revenue Share, on the following terms:

- (a) The Contractor agrees to pay to the City a fee for each year, whichever is the greater of:
 - (i) a Guaranteed Minimum Revenue in equal semi-annual installments as follows:
 - 1st six months \$_____ plus GST;
 - 2nd six months \$_____ plus GST; or
 - (ii) _____% of the Gross Revenue plus GST from all Services, and any other related services.
- (b) 50% payment of the Guaranteed Minimum Revenue amount of \$_____ plus GST by cheque shall be made no later than April 15th of each year. The payment of the remaining 50% Guaranteed Minimum Revenue amount of \$_____ plus GST by cheque shall be made no later than <<insert preferred date>> of each year.

- (c) If the Percentage of Gross Revenues exceeds the Guaranteed Minimum Revenue for any Year, then the Contractor will pay to the City the difference between the Guaranteed Minimum Revenue and the Percentage of Gross Revenue for each Year during the Term of this Agreement by _____ of each year;
- (d) GST will apply to this Agreement as required by the *Excise Tax Act*;
- (e) the City reserves the right to conduct an independent audit and review at its own expense of the Contractor's books and records following the payment of the Percentage of Gross Revenues in respect of any Fiscal Year during the Term to confirm and verify the amount of Percentage of Gross Revenues payable to the City for any given Fiscal Year. At the sole discretion of the City, the Contractor will provide to the City, an annual audited statement by a chartered professional accountant verifying the Gross Revenues for any given Fiscal Year. In this regard and to facilitate such audit and review by the City, the Contractor will keep proper books, accounts and records of all advertising commissions paid, all revenues received, owed and/or refunded in connection with this Agreement and in connection with the determination of Gross Revenues in particular, and all invoices, receipts and vouchers relating thereto. The City may exercise its audit right only once per Fiscal Year. Such right may be exercised by the City within ninety (90) days of Contractor's delivery of the City's Annual Revenue Share and upon reasonable notice to the Contractor. Notwithstanding the foregoing, if the City's audit in respect of any Fiscal Year confirms that the Contractor is legally obligated to pay, in respect of such period, an amount which is equal to or exceeds three (3) percent of the amount actually paid in respect of such period, then all costs of that audit will be paid by the Contractor upon the written notice of the City; and
- (f) Losses incurred from the operation of the Services due to theft, fire, vandalism, damage, and for any other reason whatsoever, will be absorbed by the Contractor and shall not be factors in the determination of Gross Revenues, Percentage of Gross Revenues or computation of the City's commissions. All monies located in the Contractor's vehicles and/or equipment shall at all times remain the sole property of the Contractor.

8.2 Payment

- 8.2.1 All payments due to the City will be presented to the City's Parks, Recreation & Culture Department, City of Surrey, Surrey City Hall, 13450 – 104th Avenue, Surrey, British Columbia V3T 1V8. All payments shall be itemized to the specific Event.
- 8.2.2 The City requires product costs to remain firm for a period of not less than three (3) years and thereafter the prices shall be subject to increase during the Term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI") or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of each Calendar Year. If such

percentage is not available, the Contractor will estimate and adjust when such percentage is available.

8.3 Records and Reporting

8.3.1 The Contractor agrees to maintain, at its expense, accurate and true records of all sales and revenue collected from the Services in accordance with industry accepted accounting practices and such records shall be available to the City for inspection for a period of not less than three (3) years following the end of each Year of the Term. The Department Representative shall have the right to authorize City employees to examine these records aforesaid on reasonable notice during regular business hours. The City agrees to keep confidential all information obtained under this Agreement.

8.4 Audit

8.4.1 Upon the City's request and at least ten (10) business days prior written notice to Contractor, Contractor shall provide the City with copies of all pertinent revenue and sales records relating to the advertising Services for the period covered by any statement issued by Contractor as above set forth.

9. INDEPENDENT CONTRACTOR

9.1 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.

9.2 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.

10. LIAISON

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

- (a) 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
- (b) The City shall appoint a representative ("City's 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 City's Representative.

10.2 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.

11. GOVERNING LAW

11.1 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.

11.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the Agreement comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Surrey Policies and By-laws and Parks, Recreation and Culture Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the Act and the regulations then in force.

12. WAIVER

12.1 WAIVER – CITY

12.1.1 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.

12.1.2 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.

12.2 Waiver – Contractor

12.2.1 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.

12.2.2 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.

13. SUBCONTRACTORS

13.1 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.

13.2 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 subcontractors.

14. 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.

15. 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 22 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.

16. CONFIDENTIALITY OF INFORMATION

16.1 No Disclosure

16.1.1 Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or

corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

16.2 Freedom of Information and Protection of Privacy Act

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

16.3 Return of Property

16.3.1 The Contractor agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

17. 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.

18. 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.

19. 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).

20. PANDEMIC RESTRICTIONS

20.1 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 20.1 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 Section 22 (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."

21. COMPLIANCE WITH COVID 19 POLICY

- 21.1 It is a material term of this Agreement that the Contractor and any personnel and subcontractors providing the Goods and performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Contractor's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such polices and requirements.
- 21.2 The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City's vaccination policies. The City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

22. INSURANCE & INDEMNITY

22.1 Indemnity

- 22.1.1 The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the

Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

22.2 Survival of Indemnity

22.2.1 The indemnity described in section 21.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

22.3 Contractor's Insurance Policies

22.3.1 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) Contractor's equipment insurance covering machinery and equipment used by the Contractor for performance of the Contract in such adequate forms and amounts as will enable prompt replacement and repair of the equipment.

22.4 Insurance Requirements

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

22.5 Contractor Responsibilities

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

22.6 Additional Insurance

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

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

22.6.3 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

22.7 Waiver of Subrogation

22.7.1 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property and equipment.

23. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

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

- 23.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 23.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime Contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. The qualified coordinator is:

Name: _____

Contact No.: _____

The Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 23.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 23.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 23.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

24. AUDIT

- 24.1 At its option, the City may cause at any reasonable time upon forty eight (48) hours prior written notice to Contractor, a complete audit to be made of Contractor's business affairs and records relating to the Services by an accountant acceptable to the City for the period covered by any statement issued by Contractor as above set forth. If such audit shall disclose a liability for commission payable Contractor shall promptly pay the City. The City would be responsible to cover the auditors expenses.

25. CONFLICT OF INTEREST

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 Contractor will upon request, provide all pertinent information regarding ownership of their company. This information to be supplied within forty-eight (48) hours after request.

26. NON-LIABILITY OF CITY OFFICIALS

- 26.1 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.

27. BUSINESS LICENCE

- 27.1 The Contractor will obtain and maintain throughout the Term of this agreement a valid City of Surrey business license.

28. CONTRACTOR'S PERFORMANCE REVIEW

- 28.1 The Contractor agrees that upon completion of the Services, or the termination of the Contract, the Contractor's performance may be evaluated by the City.
- 28.2 The City may use an evaluation reporting tool in the assessment of the Contractor's performance which may be used as a reference for future procurement opportunities.

29. BUSINESS REVIEW & PLANNING

29.1 Contractor agrees to conduct quarterly business review meetings with Parks, Recreation and Culture Department Representatives.

29.2 Meetings would evaluate promotions, participation levels, service and future opportunities, develop overall strategic sales and volume building programs.

30. NOTICES

30.1 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:

(a) The City:

City of Surrey, Surrey City Hall
 insert department/division/section name>
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: **insert contact name**>
 insert title>

Business Fax No.: **insert**>
Business Email: **insert**>

(b) The Contractor:

 insert name and address>

Attention: **insert contact name**>
 insert title>

Business Fax No.: **insert**>
Business Email: **insert**>

31. ENUREMENT

31.1 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.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

Accepted on behalf of
<<insert full legal name of Contractor>>

Accepted on behalf of the
CITY OF SURREY

Per: _____
Director

Per: _____
Department Signatory

(APPENDICES 1 THROUGH 4 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FINANCIAL ARRANGEMENT AND REVENUE SHARING

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

**ATTACHMENT 1
PARKS, RECREATION AND CULTURE DEPARTMENT
POLICY MANUAL**

SUBJECT: ADVERTISING

INTENT

The intent of this guideline is to establish guidelines that outline acceptable and unacceptable advertising in Parks, Recreation & Culture facilities. For the purpose of this Guideline, 'Advertising' shall include any form of printed material whether for promotional or information purposes.

In order for any such advertising to be considered for display within any facility or within any leased land, it must be non-partisan, non-racial, non-denominational, non-sexist and non-political.

The Parks and Recreation Commission reserves the right to refuse or remove any advertising at any time that violates the aforementioned guidelines.

The City reserves its pre-emptive rights to remove or cover up any approved advertising from time to time, particularly in the instance of a National or International event in any park or facility, or within the vicinity of a leased area or leased facility.

GUIDELINES

1. Any advertising in City Parks/Recreation facilities or on leased City park land, including baseball outfield fences and/or arena boards, must have the approval of the General Manager, Parks, Recreation and Culture. Ads related to smoking and/or alcohol will be prohibited.
2. Where the backs of more than one sign are exposed, they shall be painted in a like colour acceptable to the Parks, Recreation and Culture Department.
3. All signs must be constructed out of a safe durable material and all arena boards must be covered by a protective sheet of plexi-glass.
4. No signs shall protrude above the top of any fence line.
5. All signs must be properly maintained by the organization responsible for the installations and removal of same.
6. All signs shall be removed at the completion of the organization's normal season.
7. Advertising shall be allowed on the exterior of any City building under the care and control of the Parks, Recreation and Culture Department.
8. Advertising on players' uniforms or announcements over a public address system will be permitted.
9. Advertising within or at any facility under the care and control of the Parks, Recreation and Culture Department will be limited as follows: (This pertains to all advertising on bulletins, read-o-graphs, stationary signs etc.)
 - Department promotional material (flyers, posters, bulletins etc.);

- Surrey School Board promotional material;
- Parks, Recreation and Culture co-sponsored promotional events with community groups;
- Promotional material by facility user groups relating to their organizations operation;
- Local community service group information at the discretion of the Division Manager;
- Commercial advertising at the discretion of the General Manager or designate.

**ATTACHMENT 2
PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 *In this section:*

"**multiple-employer workplace**" means a workplace where workers of 2 or more employers are working at the same time:

"**prime contractor**" means, in relation to a multiple-employer workplace,

- (1) The prime contractor of a multiple-employer workplace must
 - (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-030-2021-057

Project Title and Site Location: Arena Boards, Wall Signage & Ice Resurfacers Advertising

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

ATTACHMENT 3
CONTRACTOR HEALTH & SAFETY EXPECTATIONS
RESPONSIBILITY OF CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work – Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work



A common sense approach usually resolves the issue.

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85DbA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

16. Equipment Operation (Any equipment, which could create a hazard, must be maintained in good condition):

- a) Equipment must not be repaired, adjusted or operated unless by a “competent person” who understand the safe operating procedures.
- b) Always be aware of the use and location of the “EMERGENCY STOP” button, if equipment is so equipped, before using the equipment.
- c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- d) The Operator must check all safety devices on equipment before operation.
- e) All equipment must be turned off and the appropriate “lock-out” procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver’s license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City’s operation, unless specific permission is received from the Department Representative.

17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section – Contractor Coordination Program
Date:	Revised: January 14, 2015 Original: August 15, 2014
Distributed:	Via Email & Posted on Intranet: January 16, 2015 :<u>August 15, 2014</u>

This document does not replace the Workers’ Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers’ Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

ATTACHMENT 4 – CITY’S SPONSORSHIP POLICY

TITLE: SPONSORSHIP POLICY

The following Corporate Sponsorship Policy Guidelines are intended to remain flexible over the first year of implementation.

The Sponsorship Committee's first priority will be to carefully review these guidelines, recommending additions or changes as appropriate. A careful review of policy guidelines should follow in one year, after the first phase of short term major sponsorship initiatives have been implemented.

Specific conditions applicable to the Parks, Recreation and Culture Department have been incorporated into these guidelines.

Definitions

Corporate Sponsorship:

“a mutually beneficial business arrangement or partnership between the City of Surrey and its Departments, and an external party (individual, company, organization or enterprise), wherein the external party contributes funds, goods or services to a City program, facility, event or activity in return for recognition, acknowledgement or other promotional considerations and wherein all components of the relationship are consistent with City sponsorship policies.”

The City: shall mean the City of Surrey and its Departments.

General Principles

- i) The City of Surrey accepts the principle that external organizations may sponsor portions of or entire approved City programs, events, facilities or activities where such sponsorship is mutually beneficial to both parties and in a manner consistent with all aspects of guidelines and sponsorship policies set by the City. Under the conditions of this policy, City staff may solicit such corporate sponsorship for the City.
- ii) All forms of corporate sponsorship must support the goals, objectives, policies and bylaws of the City of Surrey, including conflict of interest, employee code of conduct, and liability clauses. All sponsorship projects and relationships must be non-partisan, non-racial, non-denominational, non-sexist and non-political.

Recognition provided to sponsors (i.e. in advertising, signage, announcements, etc.) must not take precedence over the City logo or profile. Recognition must be consistent with the scale of each participant’s contribution. Where there is a question regarding the scale and impact of corporate recognition, the Sponsorship Committee must review and set standards in each individual situation.

For each opportunity presented, specifics must be detailed and evaluated regarding the maximum sponsor recognition provided, to ensure the City is not faced with undue commercialism.

iii) Exclusions to Corporate Sponsorship Policy

- Gifts or unsolicited donations to a Department or the City where no business relationship exists.
- Sponsorship proposals forwarded to the City by an external organization whereby the proposed project is experimental and/or innovative. Such projects should be reviewed by the Sponsorship Committee, approved in accordance with Corporate approval guidelines and applied a fixed time frame for involvement. The agreement would include the City's right to offer the sponsorship to other firms at the conclusion of the specified experimental period. •
- Sales of advertising or signage space on City owned facilities and printed materials, which involves only the straight purchase of advertising space sold at marketplace rates, and does not imply any reciprocal partnership arrangement.

Restricted Solicitations

Where the intent is to solicit sponsorship from companies whose product or public image may be deemed "sensitive" (i.e. liquor, tobacco, personal care or health products, companies reported to have questionable business practices, etc.) the City must evaluate individually all such sponsorship proposals based on the contents of the proposal. The proposal must be reviewed by the Sponsorship Committee and approved or declined as appropriate. The City reserves the right to reject any such proposals.

The City of Surrey Parks and Recreation Department will not enter into a relationship with or become affiliated through another City department with any organization whose business is substantially derived from the sale or manufacture of alcohol or tobacco products.

iv) Open and Competitive Bidding

In accordance with competitive bidding policies, the City must ensure the selection of the most appropriate sponsors who meet the following criteria:

- quality and timeliness of product and service delivery
- value of product, service and cash provided to the City
- cost to the City to service the agreement
- compatibility of products and services with City policies and standards
- marketplace reputation

Sponsorship arrangements with media organizations represent a special case due to the relatively small number of partnerships available in the community and the appropriateness of selected media for the proposed sponsorship program or activity (i.e. appropriate reach to target market).

The Communications and Public Affairs office and other personnel involved in media buying should be consulted regarding any sponsorship arrangements being considered.

Single sourcing of sponsorship opportunities is appropriate when:

- an externally received project offers an experimental opportunity over a defined period of time;
- it is verified that there is only one interested and suitable potential sponsor.

Approval/Authority

i) All sponsorship arrangements and agreements are subject to review and approval by the appropriate designated authorities prior to soliciting of sponsorship contributions. Level of signing authority varies according to the total value of the sponsorship.

Nature of Proposed Sponsorship Agreement	Designated Signing Authority
Agreement with an aggregate annual value of revenues to the City of less than \$25,000	Section Manager
Agreements with an aggregate annual value of revenues to the City of \$25-100,000	Division Manager
Agreements with an aggregate annual value of revenues to the City of \$100-200,000	Department General Manager
Agreements with an aggregate annual value of revenues to the City of \$200,000 - \$350,000	City Manager
Agreements with an aggregate annual value of revenues to the City of over \$350,000	Council

ii) The Legal and/or the Purchasing Divisions must review and approve any sponsorship arrangements:

- when the departmental authority deems appropriate;
- when the City is at risk of liability through personal injury or property damage as a result of the sponsorship activity;
- where the agreement is a result of a tender call or other formal open competitive process through Purchasing

iii) All sponsorship agreements must confirm all dates of the sponsorship arrangement, clearly indicating what the sponsor is contributing to the project, the value of that contribution (best market value estimate) and the forms of recognition the City is making available to the sponsor in return. The agreement must be signed by appropriate representatives from both the City and the external organization.

Responsibilities

i) All issues and questions raised by City departments should be addressed through Manager of Marketing and Community Relations, Parks and Recreation Department.

The Manager of Marketing and Community Relations will chair the City's sponsorship committee and is responsible for:

- providing guidance to all City departments regarding the interpretation and application of this policy;
 - providing assistance and advice to departments regarding sponsorship activities;
 - reviewing and assisting in the development of sponsorship arrangements, as requested; and
 - managing the processes for tracking, sharing and reporting all sponsorship arrangements held by the City departments.
- ii) The Sponsorship Committee shall be responsible for:
- identifying new sponsorship opportunities throughout the City;
 - facilitating the review and revisions of policy
- iii) All costs and revenues pertaining to a sponsorship arrangement should be included in the approved departmental budget. Where there are issues regarding the disbursement of sponsorship revenues, the Corporate Leadership Team shall determine the most appropriate allocation.

The Sponsorship Agreement

- i) Sponsorship arrangements must provide valuable resources to complement, enhance, promote or maintain City programs, events, activities or facilities. These arrangements must be complementary to the City's advertising, public relations and promotional activities.
- ii) There should be comparability and consistency of sponsor benefits amongst and between proposals.
- iii) The sponsorship opportunity should be presented by the City in the form of a proposal or letter detailing the rights and benefits offered. Prior approval of these proposals is required under the conditions laid out in "General Principles (iv)" above.
- iv) The agreement must have a fixed time period.
- v) The agreement must be limited in scope and application to the City or project under consideration, should not involve any form of a risk-sharing venture. The signing of the agreement does not form any kind of joint venture between the two parties.
- vi) Extensions or additions to the original signed agreement are subject to the same approval process as new agreements.
- vii) Long standing sponsorship arrangements that pre-date this policy may be continued until expiry, upon the review and approval of the appropriate General Manager.

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **Arena Boards, Wall Signage & Ice Resurfacers Advertising**

RFP Reference No.: **1220-030-2021-057**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City Representative: Sunny Kaila, Manager, Procurement Services

Email: purchasing@surrey.ca

Dear Sir:

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

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

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

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

4.0 I/We confirm that, if I/we am/are awarded 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 _____, 202__.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

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

Section	Requested Departure(s)

Please state reason for departure(s):

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

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

Please state reason for departure(s):

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

Section	Requested Alternative(s)
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Please state reason for Alternative(s):

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

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

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

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment servicing resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) 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):
- (viii) What are the features of your advertising experiences that give you a competitive advantage?

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Project Approach – Team Roles

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

Role	Name	Forecasted Project Days/Hrs.

Sub-Contractors

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

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

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

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

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) A maintenance plan: provide a comprehensive plan to maintain the arena boards in an appropriate condition throughout the Term of the Agreement. The maintenance plan should include budget allocations, and maintenance schedules;
- (vi) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (vii) Details on the materials used and method by which they will affix advertisements, in arena spaces, as applicable;
- (viii) Detail for repairing advertisement placements and what the response procedure and response time will be for service and repair;
- (ix) Marketing Plans, Promotions, and Incentives; and
Describe in detail your marketing plans [planograms], including a promotions calendar and seasonal marketing concepts for the first year of the Agreement. Explain how the marketing plans and promotional campaigns will be managed, measured and reported [transactional analysis]. A copy of your advertisement agreement.
- (x) A description of accounting and control systems to be used by the Proponent for the advertising Services. Include examples of financial and sales reporting information that will be made available to City and the frequency of such reports. The City's preference is to receive reports in electronic format.
- (i) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;
- (ii) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City's

requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services;

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

Proponents should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicated the Proponent's proposed fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

- 1) **Proposed Fee** based on a three (3) year Term with two (2) one (1) year options to extend:

City Annual Revenue Share

(a) **Guaranteed Minimum Annual Revenue is \$_____.**
(Refer to Section 8.1 (a) (i) of this Agreement.)

(b) **Percentage of Gross Revenue is _____ %.**
(Refer to Section 8.1 (a) (ii) of this Agreement.)

Once the Guaranteed Minimum Annual Revenue has been attained in commissions the Contractor will begin to pay to the City the Percentage of Gross Revenue.

- 2) **Optional Proposed Fee** based on a one (1) year Term with four (4) one (1) year options to extend:

City Annual Revenue Share

(a) **Guaranteed Minimum Annual Revenue is \$_____.**
(Refer to Section 8.1 (a) (i) of this Agreement.)

(b) **Percentage of Gross Revenue is _____ %.**
(Refer to Section 8.1 (a) (ii) of this Agreement.)

Once the Guaranteed Minimum Annual Revenue has been attained in commissions the Contractor will begin to pay to the City the Percentage of Gross Revenue.

- 3) **Alternate Pricing**

In addition to the above financial offer, the Proponent may submit alternative financial proposals, however the information requested above should be supplied and will be used for proposal evaluation purposes.

- 4) **Additional Expenses**

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Please indicate any expenses that would be payable:
