



REQUEST FOR PROPOSALS

Title: Food & Beverage Concession Management Services

Reference No.: 1220-030-2023-002

FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)

Issue Date: January 23rd, 2023

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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 2.4;

“**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;

“**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: February 14th, 2023

(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 Late Proposals

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

2.3 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.

2.4 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: 1220-030-2023-002

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 2.5. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.5 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.

2.6 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.

2.7 Opening of Proposals

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

2.8 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, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms 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 2.4, 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) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.

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SCHEDULE A – SCOPE OF SERVICES

1. PURPOSE

The City of Surrey (the “City”) is seeking Proposals from experienced and qualified Proponents for the Food and Beverage Management Services for the City’s annual major events.

The Goods and Services resulting from the award of this RFP may be available to all City departments on an “as and when required” basis. The resulting agreement will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City may obtain like goods and services from other sources when deemed necessary.

2. BACKGROUND

The City hosts 3 major special events annually as follows:

1. Party for the Planet

Surrey’s Party for the Planet is one of the largest Earth Day celebrations in BC. Earth Day is intended to inspire awareness for the Earth’s natural environment. Party for the Planet features multiple stages, family activities and vendor booths set through the atrium and plaza at City Hall. Estimated attendance throughout the day is 10,000 people.

2. Canada Day Celebration

The Surrey Canada Day site features a large main stage, multiple community stages, food concessions, mid-way amusement rides, fireworks, and a community activity zone. Our talent includes both community and headline performers. Estimated attendance is over 80,000 people throughout the day; at any one time, the maximum on-site capacity is estimated at 35,000 people. This event may be a two day event.

3. Tree Lighting Festival

The Tree Lighting Festival features light displays, including a 60-foot Christmas tree. There are multiple stages with local community talent, a Holiday Market, amusements, family activities and vendor booths. Estimated attendance is 18,000 people. This event may be a two day event.

3. SCOPE OF SERVICES

Proponents are to provide the Services which include but are not limited to:

1. Management of all operations contained in this agreement;
2. Design, staffing, accounting, and management of the food vendors;

3. Selection and recruitment of food vendors to compliment event, **(the City requires a diverse selection of food vendors to be present at all events including vegan, vegetarian, and cultural options, in addition to more traditional carnival style offerings)**;
4. Product storage and distribution logistics;
5. Menu development for each food outlet;
6. Production of all training manuals;
7. Site layout of food operations;
8. Scheduling and supervision of set up, move-in and move out of all contracted operations;
9. Detailed communications planning, equipment requirements and contact directories;
10. Work with local health departments in obtaining all health permits, and monitor compliance to regulations during the event;
11. Set up and monitor all accounting controls and procedures to ensure full disclosure of cash sales;
12. Monitor demands for service and in consultation with event coordinator, modify the operating hours and or number of food outlets and their staffing to meet the needs of guests;
13. Ensure the service area is left clean and environmentally sound;
14. Ensure that all vendors are compliant to the City's sustainability charter;
15. Post event debriefing including budgeting and business planning for next year's event;
16. All equipment to bear evidence of CSA or equivalent approval and all structures must conform to local building, Bylaw and fire codes;
17. Proponents are to coordinate placement and hook up of water stations;
18. Provide detailed electrical and plumbing requirements to your site co-coordinator well in advance of the event for ease of hook up; and
19. Ensure that all food vendor's have the following:
 - a. City of Surrey Business License

- b. Clearance letter from Work Safe BC confirming that the company's account is currently active and in good standing
- c. Fire Safety Inspection
- d. Electrical Permit (only required if the vendor is using a generator for power and the generator is over 5000W)
- e. Insurance Coverage in the amount of a minimum \$5,000,000. The policy must name the City of Surrey as an additional insured.

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

4. PROPONENTS' RESPONSIBILITIES

Proponents must:

1. Have a detailed technical understanding of the project, its purpose, scope, and field of providing the services.
2. Have the background and experience in providing similar services and have the level of experience in working with municipalities and/or other government bodies of similar size.
3. Have experienced crew with relevant experience of designated personnel, adequate equipment, quality customer service, and an effective operation plan to meet the City's objective and its timelines.
4. Be responsible for their immediate area(s) of work and will work with the City and other contractors to maintain overall site safety.
5. Check in with site manager prior to driving onsite or making deliveries.
6. Be responsible for damage as a result of mechanical failure, improper installation and materials, Acts of God.

5. CONDUCT OF PERSONNEL

Proponents will ensure that all personnel:

1. All personnel performing the Services (the "Personnel") conduct themselves in a courteous and respectful manner that is conducive to positive public relations;
2. All Personnel will wear clothing in a form satisfactory to the Department Representative and that abides by all clothing requirements under the Workers Compensation Act and Regulations pursuant thereto; and

3. All Personnel will at all times carry on their person, personal photographic identification.

6. PROPONENT'S VEHICLES AND EQUIPMENT

The Proponent's vehicles and equipment used in the performance of the services shall be properly equipped to deliver the services. All vehicles and equipment shall be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections, and display proper registration and license information. All the Proponents' vehicles and equipment shall be equipped with approved back-up alarms, multiple lite revolving/strobe lights, or other necessary warning systems, which should always be maintained and in proper operating condition. In the event of a breakdown, the Proponents must arrange for reserve equipment, with always the intent to maintain the schedule timelines.

Vehicles used in the performance of the Services shall be identified on both sides with the full company name, telephone number and ID/ unit number. This must be fully legible and displayed in a professional manner. The Proponents may also be required to display magnetic signs as supplied by the City, identifying the Proponents as a City Contractor. This will not replace the company identification on the sides of vehicles and equipment.

Driving speed through City parks will be at a maximum of 10 km/ hour, and the Proponents' vehicles must keep to paved pathways and roads throughout the park to avoid damage to City parkland and park assets. Amber lights on each vehicle must be used during business in City parks.

When carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by Proponents', who must not obstruct any streets, thoroughfare, or sidewalk longer than necessary. All pedestrian walkways must be always maintained in a safe condition. Any hazards to the public and/or pedestrians must be removed, barricaded, or clearly and safely marked.

7. UNIFORM AND IDENTIFICATION

The Proponents' personnel's attire will be of a standard acceptable to the City. Acceptable attire is defined as a clean, long, or short-sleeved shirt, worn with pants that provide a professional appearance. The Proponents are responsible for all aspects of attire worn by its staff.

8. COMMUNICATION

Proponents shall be available at all reasonable times to report and confer with City staff with respect to the Services. Communication shall be available via email, video, telephone, and in-person. Phone conversations must be followed up with written communication.

Proponents will designate an individual to serve as the primary point of contact for the Agreement. Proponents will also designate a backup point of contact in the event the primary is not available.

In the event of a problem or potential problem that may impact the quality or quantity of work, services, or the level of performance under this Agreement, Proponents shall notify the City **immediately** in writing and by telephone.

9. INCLEMENT WEATHER

While the Services are to be continuous, the City reserves the right to suspend any or all work due to poor weather conditions. The City reserves the right to authorize the delayed work to be performed later, or the City may deem it more appropriate to omit the delayed work and resume the normal schedule. Proponents should not perform any suspended work without written authorization from the City.

While work is suspended due to inclement weather conditions, Proponents should maintain readiness to resume work when conditions again become favorable enough to proceed.

10. HEALTH, SAFETY AND PROTECTION

Proponents shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the services. Proponents shall take every precaution to instruct personnel about and otherwise safeguard them against any possible injuries as well as other potential hazards within the parks.

Accident Reports: Proponents shall comply with all WCB regulations and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. Proponents shall provide a verbal report to City staff within one hour of occurrence and a written follow-up report to the City staff within 24 hours of the occurrence.

Proponents shall conform to all applicable Federal, Provincial, and local laws, and to the requirements of this Agreement. In performing Services under this Agreement, Proponents must:

1. Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of Proponents' staff
2. Take such additional precautions as the City staff may deem reasonable for health, safety, and environmental protection; and
3. Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the City staff shall be grounds for termination of this Agreement in accordance with the Default Clause of this Agreement.

11. ENVIRONMENTAL PROTECTION

Proponents shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City Acts and by-laws Waste Management Act and any other applicable acts and/or City Bylaws in respect to air, earth and water pollutants.

Proponents to select its own site(s) for disposal of debris, trash and unsuitable materials collected under the conditions of this Agreement. In no case should debris, trash, and unsuitable materials be disposed upon City property or on any properties adjacent thereto. Proponents are solely

responsible for any and all damages done or regulations violated in the disposal of waste material and for any other actions which Proponents perform.

Proponents warrant that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all vehicles and equipment used will not pose a hazard to, or harm or adversely affect anyone coming into contact with them and covenants and agrees to provide the City with an environmental plan (where applicable), acceptable to the City, which plan shall outline the procedures to be followed by Proponents to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur.

12. NON INTERFERENCE

Proponents will not interfere with the public use of the facility and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the Services are to be performed. Proponents shall always ensure the safety of the public while working on Surrey public rights-of-way.

In carrying out the Service, or any portion thereof, the convenience of the public must always be considered and provided for by Proponents, who must not obstruct any street, thoroughfare, or sidewalk longer than necessary. All pedestrian walkways must be always maintained in a safe condition. Any discontinuities likely to prove hazardous to the public and / or pedestrians must be removed, barricaded or clearly and safely marked.

13. SIGNAGE

If an area must be closed off to ensure public safety while work is underway, Proponents must appropriately cone off and secure the area, and provide adequate signage.

14. SUB-CONTRACTOR PERFORMANCE EVALUATIONS

To create a clear set of expectations for each of the sub-contractors, a five point grading system has been created and will be communicated to the sub-contractors before the event by the Proponent. The key points to address are:

1. Food Safety;
2. Food Quality;
3. Customer Service;
4. Booth presentation; and
5. Financial controls and accountability.

15. CITY'S RESPONSIBILITIES

The City is responsible for:

1. Access to the event site at a reasonable time, pre and post event;
2. Credentials to identify staff and sub-contractors;
3. Access to the site during the event;
4. Garbage bins and waste pick up and staff to maintain site cleanliness;
5. Site servicing of power and water services; and
6. Site security if available, pre, post, nights and during event.

16. HOURS OF OPERATION

Scope of Services will be performed in accordance with Schedule A-1 – Time Schedule.

17. AGREEMENT TERM LENGTH

The initial term length of the agreement is one (1) year. The City may decide to extend the Term for a period of time not to exceed four (4) additional one (1) year renewal periods. The additional one (1) year annual renewal shall be contingent upon the City's satisfaction with the Services performed.

- END OF PAGE -

SCHEDULE A-1 – TIME SCHEDULE

1. HOURS OF OPERATION AND LOCATIONS

SECTION A: PARTY FOR THE PLANET

Setup	Friday, April 28, 2023 6:00 PM to 10:00 PM Saturday, April 29, 2023 7:00 AM to 9:00 AM
Event	Saturday, April 29, 2023 11:00 AM to 7:00 PM
Strike	Saturday, April 29, 2023 7:00 PM to 10:00 PM

Event operating hours are from 10:00 AM to 7:00 PM on Saturday, April 29, 2023 at the Surrey City Hall Plaza, 13450 – 104th Avenue. No work is to be performed outside of the normal working hours without prior approval from the City.

SECTION B: CANADA DAY CELEBRATION

Set up	Thursday, June 29 & Friday, June 30, 2023
Event	Saturday, July 1, 2023 10:00 AM to 10:30 PM Sunday, July 2, 2023 10:00 AM to 10:30 PM (To be confirmed)
Strike	Monday, July 3, 2023 9:00 AM – 5:00 PM

Event operating hours are from 10:00 AM to 10:30 PM July 1 & 2, 2023 at the Bill Reid Millennium Amphitheatre 176th Street & 64th Avenue. No work is to be performed outside of the normal working hours without prior approval from the City.

SECTION C: TREE LIGHTING FESTIVAL

Setup	Friday, November 17, 2023 6:00 PM to 10:00 PM
Event	Saturday, November 18, 2023 12:00 PM to 8:00 PM Sunday, November 19, 2023 12:00 PM to 8:00 PM (To be confirmed)
Strike	Sunday, November 19, 2023 8:00 PM – 11:00 PM

Event operating hours are from 12:00 PM to 7:00 PM on November 18 & 19, 2023 at the Surrey City Hall Plaza, 13450 – 104th Avenue. No work is to be performed outside of the normal working hours without prior approval from the City.

2. TIME SCHEDULE

Proponents acknowledge that time is of the essence with respect to the provision of the Services and accordingly Proponents will provide the Services within the performance or completion dates or time periods (the "Time Schedule") as set out in this Schedule, or as otherwise agreed to in writing by the City and the Proponents. If at any time Proponents discover that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

If Proponents wish to carry out the work outside the normal working hours, and the approval is given by the City, no extra compensation, in any form (e.g. overtime, etc.) will be given.

Event dates and times are subject to change.

- END OF PAGE -

SCHEDULE A-2 – FINANCIAL CONTROLS

1. OVERVIEW

Proponents are responsible for setting the systems to monitor the guest experience, present safe food in a clean professional environment, and to improve financial reporting while maintaining timely delivery of food and customer service.

2. OBJECTIVES

1. Verification of gross revenues from sub-contractors;
2. Reduce employee theft;
3. Reduce employee errors in making change; and
4. Grade concessions using a five-point system.

3. CONTROLS

Monitoring food safety, presentation and customer service:

1. Booths are to be inspected during the event; and
2. Silent shoppers grade food quality, customer service, and check all transactions are being rung into the cash registers.

The sub-contractors are to use an approved cash register according to industry standards, meeting, but not limited to, the following key required features:

1. Preset pricing keys for accuracy and speed of service;
2. Non resettable Z total and Z counter;
3. Consecutive transaction numbers;
4. Detail tape with time, date, and till identification;
5. Pricing screen for customer;
6. After transaction receipt function; and
7. Cash register does not operate with drawer open.

4. AUDIT PROCEDURES

Proponents' audit procedures:

1. During the event, silent shoppers monitor that transactions are being processed through the cash registers;
2. At the end of the event, the sub-contractor brings in its commissions and its Z readings which it is required to include. Manual over-rings and voids are listed and signed by the cashier. If there is a break in the Z reading counter, the sub-contractor is to supply the detail tape;
3. Settlement receipts are signed by the Contractor and sub-contractor. Receipts are available for inspection by the City; and
4. There may be a small number of concessions that might not have space or electrical supply for a cash register to be practical. To verify sales, these booths are audited using the inventory method. The opening and closing inventories are taken and the sales are calculated. A receipt is signed by the Contractor and sub-contractor. Receipts are available for inspection by the City.

- END OF PAGE -

SCHEDULE B – DRAFT REVENUE AGREEMENT

Title: FOOD & BEVERAGE CONCESSION MANAGEMENT SERVICES

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

AGREEMENT No.: 1220-030-2023-002

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:

Food & Beverage Concession Management Services

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 – Personnel and Sub-Contractors; and
- (d) Appendix 4 – Prime Contractor Designation – Letter of Understanding
- (e) Appendix 5 – Contractor Health & Safety Expectations

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

1.0 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) “Department” means the Parks, Recreation and Culture department, located at City of Surrey, Surrey City Hall, 13450-104th Avenue, Surrey, British Columbia, V3T 1V8;
- (c) “Department Representative” means <<insert contact information>>, 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;
- (d) “Event of Default” references Article 6.1(c);
- (e) “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:
 1. 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
 2. 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;
- (f) “Gross Revenues” means in any given Event, the sum of all amounts billed by the Contractor and/or due to the Contractor, or paid to the Contractor, 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 Food and Beverage Concession Management Services. This includes any revenues that would have otherwise been credited to the City that are reasonably allocable to the City. Gross Revenue is to be calculated prior to deducting any fees, commissions, licensing expenses, operating expenses payable by the Contractor;
- (g) “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;

- (h) "Percentage of Gross Revenues" means _____ % of Gross Revenues which is payable and will be paid by the Contractor to the City without deduction or set-off as defined in Appendix 2 – Financial Arrangement and Revenue Sharing;
- (i) "Term" means the term as specified in Section 5.0; and
- (j) "Services" means and includes anything and everything required to provide the Food & Beverage Concession Management Services as described in this Agreement;

2.0 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.

3.0 REPRESENTATIONS OF CONTRACTOR COVENANTS, REPRESENTS AND WARRANTS TO THE CITY THAT:

- (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.

4.0 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.

4.2 Pandemic Restrictions

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

- (a) notwithstanding the known existence of the Pandemic, Section 4.2 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 provide the Goods and 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 21 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Goods and 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 Goods and Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Goods and Services.

5.0 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 Renewal Term

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 four (4) 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.

6.0 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 Food & Beverage Concession Management Services as required under the terms of this Agreement.
- (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

7.0 DISPUTE RESOLUTION

7.1 Contractor will continue performance of the Agreement during all disputes with the City. The timely performance of Services must not be delayed or postponed pending resolution of any disputes, except as Contractor and the City may otherwise agree in writing.

7.2 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.

8.0 FINANCIAL ARRANGEMENT AND REVENUE SHARING

8.1 Compensation to the City

During the Term, the Contractor will pay to the City the Percentage of Gross Revenues, on the following terms:

- (a) The Contractor agrees to pay to the City a Percentage of Gross Revenues plus GST as described in Appendix 2 – Financial Arrangement and Revenue Sharing, and any other related services.
- (b) The payment of the City's Percentage of Gross Revenues plus GST by cheque shall be made no later than ten (10) business days following the end of each Event;
- (c) GST will apply to this Agreement as required by the *Excise Tax Act*;
- (d) 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 Services provided to confirm and verify the amount of Percentage of Gross Revenues payable to the City during the Term. 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 Percentage of Gross Revenues 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

- (e) 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. The City agrees that the Contractor shall be solely responsible for collecting the monies the Food and Beverage Concession Management Services, generates.

8.2 Payment

- 8.2.1 All payments due to the City will be presented to the City's Parks, Recreation and 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.

8.3 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 Food and Beverage Concession Management 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 Food and Beverage Concession Management Services, for the period covered by any statement issued by Contractor as above set forth.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 AMENDMENTS

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

15.0 SURVIVAL OF COVENANTS

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

16.0 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.

17.0 NON ASSIGNABILITY

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

18.0 JOINT AND SEVERAL

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

19.0 FORCE MAJEURE

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

20.0 INSURANCE & INDEMNITY

20.1 Indemnity

20.1.1 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.

20.2 Survival of Indemnity

20.2.1 The indemnity described in section 20.1 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.

20.3 Contractor's Insurance Policies

20.3.1 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.

20.4 Insurance Requirements

20.4.1 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.

20.5 Contractor Responsibilities

20.5.1 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.

20.6 Additional Insurance

- 20.6.1 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.
- 20.6.2 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.
- 20.6.3 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.

20.7 Waiver of Subrogation

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

21.0 WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 21.1 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.
- 21.2 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.
- 21.3 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.

- 21.4 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.
- 21.5 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.
- 21.6 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.

22.0 AUDIT

- 22.1 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.

23.0 CONFLICT OF INTEREST

- 23.1 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.
- 23.2 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.

23.3 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.

23.4 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.

24.0 NON-LIABILITY OF CITY OFFICIALS

24.1 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.

26.0 BUSINESS LICENCE

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

26.0 CONTRACTOR PERFORMANCE REVIEW

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

- (a) Overall financial performance as compared to the previous year's performance adjusted for participation variations. Actual figures compared to revenue projections will be compared to analyze variances;
- (b) Volume of customer complaints; and
- (c) Participation levels and growth.

27.0 BUSINESS REVIEW & PLANNING

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

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

28.0 NOTICES

28.1 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>

29.0 COMPLIANCE WITH COMMUNICABLE DISEASE PLAN

29.1 It is a material term of this agreement that the Consultant, and any personnel and subcontractors 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 Communicable Disease plan and requirements, including with respect to Consultant's personnel will perform a self-health assessment prior to beginning work each day on-site.

30.0 ENUREMENT

30.1 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 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FINANCIAL ARRANGEMENT AND REVENUE SHARING

APPENDIX 3 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 4 – PRIME CONTRACTOR DESIGNATION – LETTER OF UNDERSTANDING

APPENDIX 5 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Food & Beverage Concession Management Services

RFP Reference No.: 1220-030-2023-002

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)

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.

- END OF PAGE -

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):

Key Personnel

Name: _____

Experience:

Dates: _____
Project Name: _____
Responsibility: _____

Dates: _____
Project Name: _____
Responsibility: _____

Dates: _____
Project Name: _____
Responsibility: _____

Sub-Contractors

(viii) 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

- END OF PAGE -

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 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);
- (vi) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;
- (vii) 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;

- END OF PAGE -

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):

City Revenue Share

SECTION A: PARTY FOR THE PLANET

Commissions to be remitted to the City by the Contractor no later than 10 calendar days after the event as follows:

	SALES LEVEL (\$)	COMMISSION PERCENTAGE (%)
1.	\$0.01 - \$2,500.00	___%
2.	\$2,500.01 - \$5,000	___%
3.	\$5,000.01 +	___%

The fees are exclusive of GST.

SECTION B: SURREY CANADA DAY

Commissions to be remitted to the City by the Contractor no later than 10 calendar days after the event as follows:

	SALES LEVEL (\$)	COMMISSION PERCENTAGE (%)
1.	\$0.01 - \$50,000.00	___%
2.	\$50,000.01 - \$100,000.00	___%
3.	\$100,000.01+	___%

SECTION C: SURREY TREE LIGHTING FESTIVAL AND HOLIDAY MARKET

Commissions to be remitted to the City by the Contractor no later than 10 calendar days after the event as follows:

	SALES LEVEL (\$)	COMMISSION PERCENTAGE (%)
1.	\$0.01 - \$2,500.00	___%
2.	\$2,500.01 - \$5,000.00	___%
3.	\$5,000.01+	___%

ATTACHMENT 1 – 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.: 1220-030-2023-002

Project Title and Site Location: Food & Beverage Concession Management Services, Various Locations

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 2 – 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



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.

A common sense approach usually resolves the issue.

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
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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: _____