



## **REQUEST FOR PROPOSALS**

**Title:** Adult Hockey League Operation

**Reference No.:** 1220-030-2024-007

**FOR PROFESSIONAL SERVICES (CONTRACTOR)**

(General Services)

Issuance Date: February 21, 2024

**TABLE OF CONTENTS**

**1. INTRODUCTION.....3**

1.1 Purpose.....3

1.2 Definitions.....3

**2. INSTRUCTIONS TO PROPONENTS.....4**

2.1 Closing Time and Address for Proposal Delivery.....4

2.2 Information Meeting.....4

2.3 Late Proposals.....4

2.4 Amendments to Proposals.....5

2.5 Inquiries.....5

2.6 Addenda.....5

2.7 Examination of Contract Documents and Site.....5

2.8 Opening of Proposals.....6

2.9 Status Inquiries.....6

**3. PROPOSAL SUBMISSION FORM AND CONTENTS.....6**

3.1 Form of Proposal.....6

3.2 Signature.....6

**4. EVALUATION AND SELECTION.....6**

4.1 Evaluation Team.....6

4.2 Evaluation Criteria.....7

4.3 Discrepancies in Proponent's Financial Proposal.....7

4.4 Litigation.....8

4.5 Additional Information.....8

4.6 Interviews.....8

4.7 Multiple Preferred Proponents.....8

4.8 Negotiation of Contract and Award.....8

**5. GENERAL CONDITIONS.....9**

5.1 No City Obligation.....9

5.2 Proponent's Expenses.....9

5.3 No Contract.....9

5.4 Conflict of Interest.....10

5.5 Solicitation of Council Members, City Staff and City Consultants.....10

5.6 Confidentiality.....10

5.7 No Claims.....10

**SCHEDULE A – SCOPE OF SERVICES.....11**

**SCHEDULE B – DRAFT REVENUE AGREEMENT.....13**

**SCHEDULE C – FORM OF PROPOSAL.....31**

**ATTACHMENT 1 – CONTRACTOR HEALTH AND SAFETY EXPECTATIONS.....40**

## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

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

#### 1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

“**City**” means the City of Surrey;

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

“**City Website**” means [www.surrey.ca](http://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;

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

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

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

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

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

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

“**Site**” means the place or places where the 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](mailto:purchasing@surrey.ca)

**on or before the following date and time**

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

**Date: March 13, 2024**

**(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 City’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

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

### **2.2 Information Meeting**

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

When: March 6, 2024

Where: Video/Phone Conference – Microsoft Team Meeting

Time: 3:00 p.m. (PST)

Proponents interested in participating in this Information Meeting should email their request to [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**Note: No minutes of the Information Meeting will be provided**

### **2.3 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

## 2.4 Amendments to Proposals

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

## 2.5 Inquiries

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

Name: Sunny Kaila, Manager, Procurement Services

E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-030-2024-007

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

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

## 2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the City Website at [www.surrey.ca](http://www.surrey.ca) (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## 2.7 Examination of Contract Documents and Site

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

## **2.8 Opening of Proposals**

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

## **2.9 Status Inquiries**

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

## **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

### **3.1 Form of Proposal**

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

### **3.2 Signature**

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

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

## **4. EVALUATION AND SELECTION**

### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the City by an evaluation team appointed by the City (the "**Evaluation Team**"), which may consist of one or more persons. The Evaluation Team may consult with others including City staff members, third party

consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

#### **4.2 Evaluation Criteria**

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

- (a) Experience, Reputation and Resources – The Proponent's experience, reputation and resources as applicable to the performance of the Services.

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

- (b) Technical – The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses to items in Schedule C-3 and Schedule C-4.

- (c) Financial – The Proponent's financial proposal for the performance of the Services as described in the Proponent's response to Schedule C-5.

- (d) 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 Evaluation Team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

#### **4.3 Discrepancies in Proponent's Financial Proposal**

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

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

#### **4.4 Litigation**

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

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

#### **4.5 Additional Information**

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

#### **4.6 Interviews**

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

#### **4.7 Multiple Preferred Proponents**

The City reserves the right and discretion to divide up the 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 Goods and 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 the Preferred Proponent's Proposal and/or scope of Services if:
    - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
    - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## **5. GENERAL CONDITIONS**

### **5.1 No City Obligation**

Notwithstanding any other provision in this RFP, 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 right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

### **5.2 Proponent's Expenses**

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

### **5.3 No Contract**

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

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

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

#### **5.5 Solicitation of Council Members, City Staff and City Consultants**

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP 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 No Claims**

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

**[END OF PAGE]**

## **SCHEDULE A – SCOPE OF SERVICES**

### **1. PURPOSE**

1.1 The City is seeking a capable and experienced Contractor for the organization and operation of an adult hockey league, including marketing the services to the best of its ability (“**Services**”) at the following arenas:

- Surrey Sport & Leisure Complex Arena, located at 16555 Fraser Hwy #110, Surrey, BC V4N 0E9; and
- North Surrey Sport and Ice Complex, located at 10950 126A St, Surrey, BC V3V 0E5.

### **2. SCOPE/OBJECTIVES**

2.1 The Services include:

- (a) Organizing and operating an adult hockey league at the Surrey Sport & Leisure Complex Arena and the North Surrey Sport and Ice Complex from the beginning of September until the end of March (the “Fall/Winter Season”) for each year of the Term. During the Fall/Winter Season, ice surface availability may vary, and schedules will be finalized based on discussions between the City and the Contractor;
- (b) At the Contractor’s option, organizing and operating an adult hockey league at the Surrey Sport & Leisure Complex Arena and the North Surrey Sport and Ice Complex from the beginning of April until the end of June (the “Spring Season”) for each year of the Term. During the Spring Season, ice surface availability may vary, and schedules will be finalized based on discussions between the City and the Contractor;
- (c) During the Fall/Winter Season, the Contractor shall be responsible for operating the adult hockey league, to a minimum number of 22 ice times per week (616 ice time per Fall/Winter season and/or 770 hours); and
- (d) Roster and schedule information for teams participating in the adult hockey league must be provided to the City by the Contractor no less than two (2) weeks prior to commencement of the Fall/Winter Season for each year of the Term.

2.2 On or before December 1st in every year of the Term, the Contractor must provide written notice to the City regarding its intentions for operating the upcoming Spring Season. If the City does not receive written notice from the Contractor, on or before December 1st, wherein the Contractor indicates that it intends to operate the upcoming Spring Season:

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

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

2.4 The duration of the adult hockey leagues will be as follows:

(a) Fall/Winter – approximately 28-30 weeks.

(b) Spring – 12 weeks.

### **3. ICE TIME SCHEDULE**

3.1 **FALL/WINTER:** Ice guarantee of 20 ice times at Surrey Sport and Leisure Complex Arena and 2ice times at the North Surrey Sport and Ice Complex. The ice time schedule will be determined based on available ice from September to March of each year.

3.2 **SPRING SEASON:** The ice time schedule will be determined based on available ice from April to June of each year.

3.3 **CANCELLATIONS:** The City reserves the right to cancel and/or change ice times based on operational needs of the facility.

**[END OF PAGE]**

**SCHEDULE B – DRAFT REVENUE AGREEMENT**

**ADULT HOCKEY LEAGUE OPERATION**

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

**AGREEMENT No.: 1220-030-2024-007**

**BETWEEN:**

**CITY OF SURREY**  
13450 – 104<sup>th</sup> 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:

Adult Hockey League Operation

**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 the 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 – Compensation to the City;
- (c) Appendix 3 – Ice Time Schedule;

- (d) Appendix 4 – Key Personnel;
- (e) Appendix 5 - Additional Services; and
- (f) Appendix 6 – Contractor Health & Safety Expectations.

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

## **AGREEMENT TERMS AND CONDITIONS**

### **1. DEFINITIONS**

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

- (a) **“Agreement”** means the executed agreement between the City and the Contractor on the terms and conditions set out in this document;
- (b) **“City Annual Revenue Share”** means in any given Fiscal Year, the greater of the Percentage of Gross Revenues and the Guaranteed Minimum Annual Revenue;
- (c) **“Department”** means the City’s Parks, Recreation & Culture Department, located at City of Surrey, Surrey City Hall, 13450-104th Avenue, Surrey, British Columbia, V3T 1V8;
- (d) **“Department Representative”** means Recreation Operations Manager, Parks Recreation & Culture Department, who shall represent all City departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative and notified to the Contractor;
- (e) **“Event of Default”** references Article 6 (c);
- (f) **“First Renewal Term”** means the term as specified in section 5.3;
- (g) **“Fourth Renewal Term”** means the term as specified in section 5.6;
- (h) **“Initial Term”** means the term as specified in Section 5;
- (i) **“Notice of Complaint”** means the term as specified in Article 6 (b);
- (j) **“Second Renewal Term”** means the term as specified in section 5.4;
- (k) **“Services”** means and includes anything and everything required to provide the Adult Hockey League Operation as described in this Agreement; and
- (l) **“Third Renewal Term”** means the term as specified in section 5.5.

## **2. INTERPRETATIONS**

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

## **3. REPRESENTATIONS OF CONTRACTOR 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. GENERAL OBLIGATIONS OF CONTRACTOR**

Contractor shall:

- (a) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of the Services during the Term;
- (b) use its best endeavours to provide the Services to the City in a timely manner and in accordance with the terms of the Agreement;
- (c) ensure that all its employees engaged in this Agreement are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Services standards for persons having those qualifications and experience;
- (d) follow all instructions of the Department Representative, in respect of the performance by Contractor of its obligations under this Agreement and cooperate fully with the various departments and act in good faith towards the City;
- (e) maintain clear communication lines with staff in order to offer the best customer service;
- (f) comply with all laws, and

(g) only use the facilities provided by the City for the purposes of this Agreement.

## 5. TERM

- 5.1 The Contractor covenants and agrees to provide the Goods and Perform the Services throughout the Term unless terminated as provided herein.
- 5.2 The first period of time during the Initial Term will begin on **(START DATE)** and terminating on **(END DATE)** (the “Initial Term”).
- 5.3 The City shall have the option of renewing this Agreement for a further period of one (1) year (the “**First Renewal Term**”) by giving notice in writing to the Contractor at any time prior to ninety (90) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the First Renewal Term, including the pricing.
- 5.4 The City shall have the option of renewing this Agreement for a further period of one (1) year (the “**Second Renewal Term**”) by giving notice in writing to the Contractor at any time prior to one hundred and ninety (90) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the Second Renewal Term, including the pricing.
- 5.5 The City shall have the option of renewing this Agreement for a further period of one (1) year (the “**Third Renewal Term**”) by giving notice in writing to the Contractor at any time prior to one hundred and ninety (90) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the Third Renewal Term, including the pricing.
- 5.6 The City shall have the option of renewing this Agreement for a further period of one (1) year (the “**Fourth Renewal Term**”) by giving notice in writing to the Contractor at any time prior to one hundred and ninety (90) days before the end of the Initial Term. If the City elects to extend the Initial Term, the provisions of this Agreement shall remain in force during the Third Renewal Term, including the pricing.
- 5.7 There are no further renewals at the end of the Fourth Renewal Term.
- 5.8 With respect to the renewals contemplated in Sections 5.3, 5.4, 5.5, and 5.6, the Contractor shall provide the City with written notice of the approaching renewal deadline no earlier than one hundred and ninety (90) days before the end of the then-current Term. If the Contractor fails to provide the City with notice in accordance with this Section, the City may new this Agreement by giving notice at any time during the one hundred and eighty (180) days immediately before the end of the then-current term.

## 6. TERMINATION - CITY

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 the Adult Hockey League Operation 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. **DISPUTE RESOLUTION**

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 the Contractor and the City may otherwise agree in writing.

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

**8. FINANCIAL ARRANGEMENT AND REVENUE SHARING**

**8.1 Compensation to the City**

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

- (a) All ice times shall, no less than one month in advance of their use, be paid in the form of cash, debit or credit card. During the Term, the Contractor covenants and agrees to pay to the City for the ice rental in the sum of amounts described in Appendix 2 – Compensation to the City.
- (b) GST will apply to this Agreement as required by the *Excise Tax Act*; and
- (c) 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 Adult Hockey League Operations generates.

**8.2 Payment**

All payments due to the City will be presented to the City's Department Representative, City of Surrey, Surrey Sport and Leisure Complex – Arenas, #110 16555 Fraser Hwy., Surrey, British Columbia V3S 2X3. All payments shall be itemized to the specific Event.

**8.3 Records and Reporting**

The Contractor agrees to maintain, at its expense, accurate and true records of all sales and revenue collected from the Adult Hockey League Operation 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**

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 Adult Hockey League Operation for the period covered by any statement issued by Contractor as above set forth.

### **9. INDEPENDENT CONTRACTOR**

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.

Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.

### **10. LIAISON**

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.

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

## **11. GOVERNING LAW**

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.

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

## **12. WAIVER**

### **12.1 Waiver – City**

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.

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**

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.

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

### **13. SUBCONTRACTORS**

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.

The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve of the responsibility for the proper commencement, execution or completion of the duties, obligations or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its subcontractors.

### **14. AMENDMENTS**

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

### **15. SURVIVAL OF COVENANTS**

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20 shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

### **16. CONFIDENTIALITY OF INFORMATION**

#### **16.1 No Disclosure**

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**

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**

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

## **17. NON-ASSIGNABILITY**

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

## **18. JOINT AND SEVERAL**

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

## **19. FORCE MAJEURE**

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

## **20. INSURANCE & INDEMNITY**

### **20.1 Indemnity**

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**

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**

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, injury to participants 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**

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**

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**

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.

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.

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**

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

## **21. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

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.

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.

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.

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.

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.

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. AUDIT**

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 Adult Hockey League Operation 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. CONFLICT OF INTEREST**

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.

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.

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.

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. NON-LIABILITY OF CITY OFFICIALS**

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

**25. BUSINESS LICENCE**

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

**26. CONTRACTOR PERFORMANCE REVIEW**

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. BUSINESS REVIEW & PLANNING**

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

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

**28. NOTICES**

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  
<img alt="redacted" data-bbox="294 141 324 154"/> **insert department/division/section name**>  
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

Attention: <img alt="redacted" data-bbox="294 189 324 202"/> **insert contact name**>  
<img alt="redacted" data-bbox="294 205 324 218"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 236 384 249"/> **insert**>  
Business Email: <img alt="redacted" data-bbox="354 252 384 265"/> **insert**>

**(b) The Contractor:**

<img alt="redacted" data-bbox="294 315 324 328"/> **insert name and address**>

Attention: <img alt="redacted" data-bbox="294 348 324 361"/> **insert contact name**>  
<img alt="redacted" data-bbox="294 364 324 377"/> **insert title**>

Business Fax No.: <img alt="redacted" data-bbox="354 396 384 409"/> **insert**>  
Business Email: <img alt="redacted" data-bbox="354 412 384 425"/> **insert**>

**29. ENUREMENT**

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

**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 6 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 – COMPENSATION TO THE CITY**

**APPENDIX 3 – ICE TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

**APPENDIX 6 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS**

**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title:** Adult Hockey League Operation

**RFP Reference No.:** 1220-030-2024-007

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Dear Sir:

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

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

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

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

**4.0 I/We confirm** that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the City

immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

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

**I/We have the authority to bind the Proponent.**

\_\_\_\_\_  
(Legal Name of Proponent)

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

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

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

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



**SCHEDULE C-1 - STATEMENT OF DEPARTURES**

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

Section	Requested Departure(s) / Alternative(s)

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

Section	Requested Departure(s) / Alternative(s)

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

**SCHEDULE C-2 - PROPONENT’S EXPERIENCE, REPUTATION AND RESOURCES**

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

- (i) 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 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) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information on the background 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project Approach – Team Roles**

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

Role	Name	Forecasted Project Days/Hrs.

**Sub-Contractors**

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

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

[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) additional services that can be provided, i.e., tournaments;
- (vi) a description of the proposed benefits for membership;
- (vii) a description of the program structure – administration / officials;
- (viii) a description of playoff benefits / structure; and
- (ix) a sample of the proposed structure of divisions.

**[END OF PAGE]**

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

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

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

**SAMPLE**

[END OF PAGE]

**SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

Indicate 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). Below rate(s) are to be confirmed at the time of signing of this Agreement:

**Schedule of Rates:**

**Table 1: FALL/WINTER SEASON**

The City's goal is to book as much ice time as possible and as such its preference is to allocate a minimum of 22 ice times at 1.25hrs per ice time, per week, for 28 weeks, for a total of 770 hours for the **Fall/Winter Season**. Ice time must be sold at a minimum of \$386.37 per hour. Proponents are to complete the following table indicating the number of hours per week and total number of weeks they can commit to:

COMPENSATION TO THE CITY – FALL/WINTER								
	For Years	Rate per hour of Ice time (Exclusive of GST) (A)	Guaranteed Weekly Commitment of Total Hours of Ice Time (hours) (B)	Total # of Weeks (C)	Total Hours of Ice Commitment (hours) (D=B x C)	Total Revenues to the City Per Fall/Winter Season (Exclusive of GST) (A x D)	GST (5%)	Total Revenues
A	Year 1	\$386.37				\$ _____	\$ _____	\$ _____
	Option Year 2	To be determined				-TBD based on yearly rate		
	Option Year 3	To be determined				TBD based on yearly rate -		
	Option Year 4	To be determined				TBD based on yearly rate -		
	Option Year 5	To be determined				TBD based on yearly rate -		
B	Outline any value-added benefits that will benefit the City or the Community:							

**Table 2: SPRING SEASON**

The City's goal is to book as much ice time as possible and as such its preference is to allocate up to 12 weeks for the **Spring Season**. Ice time must be sold at a minimum of \$386.37 per hour. Proponents are to complete the following table indicating the number of hours per week and total number of weeks they can commit to:

COMPENSATION TO THE CITY- SPRING								
	For Years	Rate per hour of Ice time (Exclusive of GST) (A)	Guaranteed Weekly Commitment of Total Hours of Ice Time (hours) (B)	Total # of Weeks (C)	Total Hours of Ice Commitment (hours) (D=B x C)	Total Revenues to the City Per Fall/Winter Season (Exclusive of GST) (A x D)	GST (5%)	Total Revenues
A	Year 1	\$386.37				\$ _____	\$ _____	\$ _____
	Option Year 2	To be determined				-TBD based on yearly rate		
	Option Year 3	To be determined				TBD based on yearly rate -		
	Option Year 4	To be determined				TBD based on yearly rate -		
	Option Year 5	To be determined				TBD based on yearly rate -		
B	Outline any value-added benefits that will benefit the City or the Community:							

**Additional Expenses:**

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

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## **ATTACHMENT 1 – CONTRACTOR HEALTH AND SAFETY EXPECTATIONS**

### **Responsibility of the 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 employer and contractor's 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 WorkSafeBC Occupational Health and Safety Regulation and to all 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 and provincial 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, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify workplace hazards and implement suitable controls to decrease the risk.
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 to the coordinator.
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 their 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 WorkSafeBC regulations
- 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 acts 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.

## **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. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
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. All materials, tools, products and equipment are to be kept in their designated areas.
  - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
  - d. 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/I-pod Headphones 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.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (i.e. AC pipe), Lead (i.e. paint) or Silica (i.e. concrete) containing products.

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 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: \_\_\_\_\_