



REQUEST FOR PROPOSAL

RFP # 2023-03

West Shore Parks & Recreation Society (WSPRS) is requesting Proposals for

CAFÉ FOOD SERVICE PROVIDER

Sealed Proposals will be received at the office of:

Juan de Fuca Recreation Centre
1767 Island Highway Victoria BC V9B 1J1
Attention: Ron Dietrich, Operations Manager

Responses must be received before 2:00 PM Pacific Time on: April 3rd, 2023

Note: Faxed or emailed RFP submissions will not be accepted.

MANDATORY SITE VISIT: March 15th, 2023 AT 2:00PM

All enquiries related to this Request for Proposals must be submitted by email to the attention of:

Ron Dietrich
Operations Manager
EMAIL: rdietrich@wspr.ca

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1. SUMMARY

West Shore Parks & Recreation (WSPR) seeks interest from experienced food delivery person, people or business for the onsite management of the reception area Café. This RFP will result in the sole use and operation of the space to provide a concession for all patrons attending the site.

The Cafe services will generally occur in the day however, there are some evening events (i.e. exhibition games, tournaments and shows where it will be lucrative to stay open later. WSPR weekly operational hours are Monday through Friday 6:00am – 10:00pm, and weekend hours are 7:00am- 8:00pm.

Proponent will include proposed hours of Café Operation in submission.

Further details on this opportunity can be found in Section 5: Scope of Work

2. INFORMATION FOR PROPONENTS

2.1. CLOSING DATE, TIME AND DELIVERY REQUIREMENTS

Three (3) hard copies of the Proposal along with one (1) electronic version on USB memory stick, and completed appendices signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP shall be enclosed in a sealed envelope clearly marked with **RFP 2023-03** addressed to:

Ron Dietrich, Operations Manager
1767 Island Highway Victoria BC V9B 1J1
no later than:

2:00PM PACIFIC TIME – April 3rd, 2023
Proposals will NOT be opened in public

Please note the following:

- It is the sole responsibility of the Proponent to ensure the Society receives their Proposal prior to the closing time and date.
- All costs to prepare the Proposal shall be borne solely by the Proponent.
- Late Proposals will NOT be accepted.
- The computer clock in the offices of West Shore Parks & Recreation Society determines the official closing time for this RFP.
- Facsimile (fax) or e-mailed Proposals for this RFP **will NOT be accepted.**

2.2 COMMUNICATIONS & ENQUIRIES

All enquiries regarding this RFP are to be directed in writing by email to the following contact person

and department. Information obtained from any other source is not official and should not be relied upon as factual or accurate. All enquiries and responses will be recorded and will be posted at <https://www.wspr.ca/discover-our-communities/news-notices/rfp-2023-02-cafe-operation..>

Enquiries: Ron Dietrich
Operations Manager, West Shore Parks & Recreation Society
Email: rdietrich@wspr.ca

All enquires, and questions are to be submitted in writing via email prior to **2:00pm PST on March 22nd, 2023**. The Society reserves the right to not answer any enquiries that are submitted after this time and date.

2.3 ADDENDA

All addenda, amendments, or further information regarding this RFP will be published on the West Shore Parks & Recreation Society website <https://www.wspr.ca/>. Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the WSPR website regularly to ensure that they have received all updates. Updates can be found at <https://www.wspr.ca/discover-our-communities/news-notices/rfp-2023-02-cafe-operation..>

2.3 AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

2.3.1 Amendment to Proposals

Proposals that have been submitted may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and must be hand-delivered to the RFP's contact address.

2.3.2 Withdrawal of Proposals

Proposals may be withdrawn by the Proponent at any time prior to the RFP closing time and date by submitting a written withdrawal letter hand-delivered to the RFP's contact address.

3 SUMMARY TERMS, GENERAL CONDITIONS & SOCIETY RESERVED RIGHTS

3.1. ACCEPTANCE OF PROPOSALS

- The Society reserves the right to accept any response to this RFP which it deems to be in its

own interest and/or to reject all Responses. Responses that are incomplete, conditional, or obscure or which contain additions not called for, erasures or alterations or irregularities of any kind may be rejected. Proposals will be assessed in accordance with the evaluation criteria, and the Society reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.

- Proposals must be completed with due care. All Proposals must conform to the instructions contained herein. If a Proposal does not conform in every way, even in ways that may seem innocuous to the Proponent, the Proposal may be rejected and not considered by the Society.
- By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, including all addenda, understands it, and agrees to be bound by its requirements.
- The Proponent acknowledges that prior to the closing time it may be required to enter into a confidentiality agreement with the Society in order to obtain access to confidential materials relevant to preparing a Proposal. Any portion of this document, or any information supplied by the Society in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of Proposals. Without limiting the generality of the foregoing by submission of a Proposal, the Proponent agrees to hold in confidence all information supplied by the Society in relation to this RFP.
- Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or license pursuant to any Federal, Provincial, or Municipal statute, regulation, or bylaw.

3.2 OWNERSHIP OF PROPOSAL

All Proposals, including any attachments and documentation, submitted to and accepted by the Society in response to this RFP become the property of the Society. They will be received and held in confidence by the Society, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA).

3.3 LIABILITY FOR ERRORS

The Society has made considerable efforts to ensure an accurate representation of information in this RFP, however the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Society, nor is it necessarily

comprehensive, exhaustive, or up to date. Nothing contained in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

3.4 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the Society and the subsequent full execution of the written Contract will constitute a Contract for the goods and services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the occurrence of both such events.

3.5 THE CONTRACT

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the Society on substantially the same terms and conditions set out in the sample Contract (please see APPENDIX C – SAMPLE CONTRACT) attached to the Request for Proposal. If the Society selects a Proponent pursuant to this RFP, it will provide notice in writing to the successful Proponent. The subsequent execution of a written Contract between the successful Proponent and the Society will constitute the Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Contract is executed.

3.6 NO LOBBYING

Proponents, Proponent team members including key individuals, and their respective directors, officers, employees, Consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the project, this RFP, or the competitive selection process, including for the purpose of influencing the outcome of the competitive selection process. Further, no such person (other than as expressly contemplated in the RFP) will attempt to communicate in relation to the project, this RFP, or the competitive selection process, directly or indirectly, with any representative of the Society, or any member of the Society Board of Directors or committees for the purpose of:

- Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to Proposals of any Proponents.
- Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Consultant, or any negotiations with the Consultant.

- Promoting the Proponent or its interests in the project.
- Commenting on or criticizing aspects of this RFP, the competitive selection process, the project, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- Criticizing the Proposals of other Proponents.

3.7 SUBCONTRACTING

The successful Proponent (“Consultant”) shall not assign or subcontract any part of this agreement without prior written consent of the Society. No permitted assignment or subcontract shall relieve the Consultant from its obligations arising from the RFP or impose any liability upon the Society to any assignee or subcontractor. The Consultant shall at all times be held fully responsible for any and all acts and omissions of the assignees or subcontractor’s directors, officers, independent Contractors, employees, Subcontractors, shareholders, agencies, partners, and volunteers.

The Society shall not permit the Consultant to subcontract to any entity or individual whose current or past corporate or other interests may, in the Society’s opinion, give rise to a conflict of interest in connection with the project to be undertaken or the services to be provided pursuant to this RFP. This includes, but is not limited to, any entity or individual involved in the preparation of the Proponent’s Proposal.

Further, in addition to or in lieu of any other remedies that the Society has in law or in equity, the Society shall have the right to terminate the agreement in the event that the Society, in its sole discretion, determines that the selected Consultant has contravened the prohibition set forth in the preceding paragraph.

3.8 CLAIMS OR POSSIBLE CLAIMS

The Society will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put the Society on notice for a pending action or is involved in any actual litigation proceedings (excepting only construction liens, proceedings, or notices) by or against or otherwise involving the Society, until a final decision is rendered and for a period of three (3) years thereafter.

3.9 REFERENCE CHECK

The Society shall be entitled to verify the Proponent’s references at any time during the RFP process.

3.10 COST OF PROPOSAL

The Proponent shall assume all costs related to the preparation and drafting of their Proposals and the Society shall, under no circumstances, be liable to compensate respondents for such costs.

3.11 COLLECTION AND USE OF PERSONAL INFORMATION

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subContractors. If this RFP requires Proponents to provide the Society with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Society. Such written consents are to specify that the personal information may be forwarded to the Society for the purposes of responding to this RFP and use by the Society for the purposes set out in the RFP. The Society may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Society.

3.12 MANDATORY SITE VISIT

Guided tours of the facility will be conducted at **2:00pm, Wednesday March 15th, 2023**. Please contact Erin Pirot epirot@wspr.ca to confirm your attendance if you wish to view the facilities.

4. TERMINOLOGY

Throughout this RFP, the following terminology is used:

“Consultant” or “Contractor” means the successful Proponent to the RFP who enters into a written Contract with the Society

“Contract” means the written agreement resulting from the RFP, executed by the Society and the Consultant

“Force Majeure” means causes that are beyond a party’s control, and which are unavoidable by the exercise of reasonable foresight

“Must” means a mandatory requirement to be met in order for a Proposal to receive consideration

“Proponent” means an individual or company that submits, or intends to submit, a Proposal in response to this RFP

“Proposal” means the Proponent’s submission in response to this RFP

“RFP” means this Request for Proposal

“Shall” or “Will” means a mandatory requirement to be met in order for a Proposal to receive consideration

“Should” means a desirable requirement that has a significant degree of importance to the objectives of the RFP

“Society” or “WSPR” means West Shore Parks & Recreation Society

“Work” means any labour, efforts, and/or duty required to accomplish the purpose of this project

“Client” means the public who would be served by both WSPR and the Proponent, possibly simultaneously

5. SCOPE OF WORK

West Shore Parks (WSPR) is soliciting Proposals from experienced, professional food delivery contractors capable of providing all food and staff needed to supply, deliver, set up and clean the Cafe space located at the Juan de Fuca Recreation Centre, 1767 Island Highway, Victoria, B.C.

WSPR wishes to enter an exclusive agreement with a qualified contractor who is permitted by the Vancouver Island Health Authority to provide food services.

The contractor does have exclusive rights to the café location, however other contractors may be used in other locations onsite.

Candidates would collaborate on cross promotional opportunities to targeted audiences with joint offerings – the purpose is to drive traffic and reach new customers for WSPR and participate in joint ventures on a small scale pertaining to room bookings (an example could be coffee and muffins for a board meeting).

5.1 WSPR Responsibilities

WSPR will provide the venue available for use. There is one kitchen with fire suppression, a grease trap and vent hood all managed by WSPR. Kitchen equipment can be reviewed upon site visit. New equipment additions or upgrades are the responsibility of the contractor.

Utilities for the space (power, water, gas) will be paid by WSPR. The grease trap in the kitchen will be cleaned as required by regulation by an outside supplier, booked through the WSPR maintenance team. Planned dates can be adjusted if they conflict with scheduled events onsite and kitchen rental times. Requests for additional repairs and maintenance, outside the expected day to day use of the space, will be assessed by WSPR management for consideration in the annual budget. If the request is granted it will be completed by the WSPR maintenance team. Depending on the scope, the Contractor may be asked to assist with the costs of the requested renovations.

5.1.1 Onsite Special Events

Once a tradeshow, tournament, or other large site booking is confirmed, the details will be provided to the contractor to determine if it is worth extending operating hours.

5.2 Contractor Responsibilities

All WSPR Cafe equipment is used, and WSPR and the contractor are responsible for its operation and preventative maintenance. If it is determined that equipment is broken or has failed due to a preferred contractor not following agreed upon procedures, they will be required to cover repair costs.

Successful Contractors will need to provide a copy of valid business license, Island Health Permit for providing food services, have a minimum of 5 years cooking experience (red seal chefs on staff are preferred) and adhere to WSPR standards of service.

Contractor and their service staff will be responsible for kitchen/lobby at the end of every day. That space includes the lobby/table area where cleanliness must be managed throughout the day. If additional cleaning is required after an event successful contractor will be charged a minimum \$100 cleaning fee (depending on the hours required for WSPR staff to clean the space) or may be asked to return to clean the space to WSPR standards.

The successful Contractors will need to follow article 29 of the WSPR and CUPE 1978 collective agreement and provide wages which are at least equal to those specified in the collective agreement when work of similar or same nature is performed. See appendix D.

Proponents will provide sample menus with pricing, included in their submission.

5.2.1 The Food

The Contractor will allow for:

- A variety of menus and competitive price points.
- Customizable menus that will reflect seasonal specials, client requests.
- Ingredient lists and printed menus (ie. Allergy alerts)
- Menu options to allow for dietary considerations such as allergies, vegans/vegetarians

6. Additional Information

6.1 Facility information

The Cafe is the primary food space located opposite the pool reception counter that has seating in the lobby area. Daily we have over 1,000 people attending the pool and fitness area and 200+ attending the arena ISC and childcare areas. Events often booked onsite include the Train show, Home Show, sports tournaments and swim meets. The space is most active Monday to Friday, 8:00am-2:00pm and 4:00pm-7:00pm and Weekends 8:00am-4:00pm.

Average annual revenue before 2020, while under the society's operation, was approximately \$120,000 - \$135,000.

6.2 JDF General Hours of Operation

The general hours of operation for Juan de Fuca Recreation Centre are 06:00 to 22:00, 7 days per week. Information on any reduced operating times or holiday closures can be found here: [Hours of Operation | West Shore Parks & Recreation \(wspr.ca\)](#)

6.3 Venue Rental

Proponents are to submit their proposed financial model (based rent or base rent plus profit share) as described in Appendix D. All rental rates are subject to an annual review and applicable taxes.

Utilities for the space (power, water, gas) will be paid by WSPR. The grease trap in the kitchen will be cleaned as required by regulation by an outside supplier, booked through the WSPR maintenance team.

6.4 Reports & Policies

Contractors will be expected to follow WSPR's policies. Proponents should familiarize themselves with applicable WSPR Policies. The policies will be made available at the mandatory site meeting.

6.4.5 Wages

The successful candidate will need to follow article 29 of the WSPR and CUPE 1978 collective agreement as per below. Compensation must also include benefits, the equivalent to 14% on wages, or the equivalent to participation in a health benefits plan. See Appendix C.

ARTICLE 29: SUB-CONTRACTORS 29.01

All sub-Contractors of the Employer shall provide wages which are at least equal to those specified in this Agreement when work of a similar or same nature is performed.

6.6 Food Quality & Safety

All menu items are to be made with the best quality ingredients and prepared in a commercial kitchen using FOODSAFE BC practices to the standards regulated by the Ministry of Health. This shall also include compliance with the Canadian Food Inspection Agency guidelines with respect to cleaning, sanitization, food handling, temperature, and storage. Proof of FOODSAFE BC certification for applicable staff should be made available upon request by WSPR.

6.7 Term of Contract

The term of Contract shall be for a two-year (2) period with the option to renew, at WSPR's sole discretion, for an additional (2) two-year period.

The successful Proponent(s) will be required to enter into an agreement with WSPR as per the Form of Contract provided in Appendix C and will be expected to provide insurance as per the agreement, a valid Business License, a Criminal Record Check and a clearance letter from WorkSafeBC. By submission of a Proposal, you indicate your concurrence with this.

7. PROPOSAL RESPONSE GUIDELINES – HOW TO RESPOND

Proponents should ensure that they fully respond to all criteria preferably in the order presented in their submission to receive full consideration during the evaluation process. Society recognizes that “best value” is the essential component of this project, and therefore the Society will consider both technical and social factors in its selection criteria.

7.1 Proponent Capability and Experience

Describe your primary business and experience with work of this nature.

Describe the roles of the members of your proposed kitchen staff and provide resumes for each person or a description of each person's qualifications and related experience. Identify any staff who have a Food Safety Certificate and a professional designation (Red Seal Certification) in the culinary arts.

Include a copy of your Island Health Operating Permit, business license and insurance information. WSPR reserves the right to inspect the kitchen facility at any point during the evaluation process and/or duration of the Contract. Indicate your concurrence with this.

7.2 Financial Proposal

Describe your proposed financial model described in Appendix D.

7.3 Menu

Provide a sample menu.

As part of the evaluation process, Society staff will invite shortlisted Proponents to Juan de Fuca Recreation Centre to taste some of the items of the sample menus provided in the above. The evaluation panel will include up to four (4) WSPR staff members.

7.4 References & Customer Service Details

Include at least three references (Appendix A). Provide a summary of services that you have provided to clients. For each past service, provide client name, project location, scope of services provided, contact name, contact title, phone number and email address.

7.5 Value Added

Provide a description of your organization's unique expertise and success; what sets your team apart from other organizations (one page max).

Proponents may include any additional value-added information that may not have been requested within this RFP, but which the Proponent considers to be of importance or worthy of consideration in the decision process for this RFP.

8 EVALUATION CRITERIA

Proponents are to confirm their understanding of the scope of work (requirements) and clearly define and describe how their proposed approach would meet the requirements of this RFP.

No assumptions should be made that information regarding the Proposer or its participants, their experience, expertise, and performance on other projects is known, other than the documentation and responses submitted by the Proposer.

The Society reserves the right to contact the Proponent during the evaluation process to further clarify the Proposal submitted and whether it meets the needs of the project.

The Society sees value in a multi-step evaluation process that includes:

- Evaluation of a written Proposal, short listing of Proponents based on the response to the written Proposal, interviews and tasting.
- Variety, value and quality that offers clients a wide range of choice.

MANDATORY CRITERIA

	Description
1	Proposal must be received at the delivery location before the closing date and time specified. Late Proposals will not be considered. Faxed or emailed submissions will not be accepted.
2	Proposal must be in English.

Proposals meeting all the mandatory criteria will be further assessed against the following weighted criteria.

WEIGHTED CRITERIA

This section details the evaluation process for selecting the best qualified Proponent. WSPR recognizes that “best value” is the essential component of this project, and therefore WSPR will consider both technical and cost factors in its selection criteria. The following table identifies the key weighted criteria that WSPR has deemed relevant, and the point assignment of each.

	Description	Weight
1	Proponent Capability and Experience	25%
2	Project Methodology, Menu Creativity and Menu Tasting	25%
3	Customer Service Details	25%
4	References	10%
5	Value Added	15%

9 SCHEDULE

The schedule for this RFP shall be as follows:

RFP Issued	February 27 th , 2023
Mandatory Site Visit	March 15 th , 2023 at 2:00pm
Enquiries Deadline	March 22 nd , 2023
RFP Closing Date	April 3 rd , 2023

Contract Starting Date	No Later Than May 1 st , 2023
Implementation	No Later Than May 1 st , 2023

The Society reserves the right to alter the dates and times listed in this schedule at any time during the RFP process. Following the Proponent selection, the Society may enter into negotiations with the selected Proponent with regards to the Implementation date.

10.AWARD

It is not the intent of WSPR to award this project to any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. WSPR reserves the right to reject any submitted Proposal from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner.

This RFP is not a tender and does not commit WSPR in any way to select a Contractor. WSPR reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of WSPR to so do. Award of this RFP may be subject to board approval.

In addition, WSPR may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the anticipated budget for this project
- WSPR decides to cancel the project

10.1. RIGHTS TO NEGOTIATE

After the Contract has been awarded to the Consultant, WSPR reserves the right to negotiate minor changes, amendments, or modifications to the Consultant's Proposal, without offering the other Proponents the opportunity to amend their Proposals.

10.2. FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 30 calendar days of notice of project award, WSPR may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as

aforesaid, or in the event that the Consultant does not, in the opinion of WSPR, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if WSPR, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, WSPR reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, WSPR further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

11. REPORTING & COMMUNICATION

The successful Consultant shall report to Ron Dietrich, Operations Manager for West Shore Parks & Recreation Society, who will oversee day-to-day coordination of this project. Approval will be required prior to the Consultant proceeding with subsequent components of the project or altering the work plan. Please note: The Consultant will be required to work closely with WSPR's designate to ensure that project objectives are met.

12. PUBLICITY

The successful Consultant shall not make any news release concerning the RFP, submitted Proposal or awarding of same, or the resulting Contract without the express written consent of WSPR. WSPR may issue a news release about the award of the Contract and project updates.

An award of Contract to the successful Consultant does not constitute a general endorsement of the Proponent's products or services, and the award of Contract cannot be used by the Consultant to promote the sale of products or services without the express written approval of WSPR.

13. INSURANCE

The successful Consultant agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Consultant's own cost and expense, in such amount, in such forms, and with insurers acceptable to the Society.

The Consultant must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000). The Society must be added as an additional insured to such policy and such policy must contain a cross liability clause.

The Consultant must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of not less than three million dollars (\$3,000,000). Each insurance policy must contain a waiver of subrogation clause in favour of the Society, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Consultant must carry insurance on equipment owned or rented by the Consultant to its full insurable value.

The Consultant shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-Consultants for an amount of three million dollars (\$3,000,000).

14. REGULATORY & LEGISLATIVE COMPLIANCE

The successful Consultant shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Consultant will provide WSPR with a copy of their current Certificate of Clearance from WorkSafeBC BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety days.

The Consultant to the Contract shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafeBC BC OH&S regulations under applicable Sections 20 and 118 and applicable

Subsections within them. The successful Proponent must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor for the Contract.

The Consultant shall provide WSPR, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the Consultant does not have written procedures relevant to the Work, the Consultant's project team will be expected to abide by WSPR'S safety procedures in accordance with the duties of employer's provision of the Occupational Health and Safety Act.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a Contract and is compliant with all federal, provincial, and municipal laws and regulations applicable.

15. FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its Contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause. In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

16. DEFAULT BY CONSULTANT

In the event that the Consultant is found to be in non-compliance with the terms/requirements hereof or in supplying and delivering the services and/or goods in accordance with said terms/requirements, the Contract may be cancelled at the full discretion of WSPR.

17. ATTENTION TO SUSTAINABILITY

Proponents are to clearly demonstrate consideration of environmental, social and economic aspects of the project and promotes natural solutions where at all possible.

APPENDIX A – REFERENCES

In addition to the references identified below, and in order to verify statements made in this Proposal, WSPR reserves the right to contact any clients of the Proponent referred to in this Proposal. The sections below may be expanded as needed.

Proponent Name: _____
 Address: _____
 City: _____ Province, Postal Code: _____
 Email: _____
 Telephone: _____

Provide minimum of three (3) client references for implemented projects of similar or like nature in the past five (5) years.

1	Client Name:	
	Client Contact:	
	Telephone:	
	Email:	
	Brief Description of the services provided	
	Key Staff:	
2	Client Name:	
	Client Contact:	
	Telephone:	
	Email:	

	Brief Description of the services provided	
3	Client Name:	
	Client Contact:	
	Telephone:	
	Email:	
	Brief Description of the Services provided	
	Key Staff:	

APPENDIX B – SAMPLE CONTRACT

WEST SHORE PARKS & RECREATION SOCIETY

PROFESSIONAL SERVICES AGREEMENT

Agreement No. NNNN-NN

THIS PROFESSIONAL SERVICES AGREEMENT is dated the _____ day of _____, 2022

BETWEEN:

WEST SHORE PARKS & RECREATION SOCIETY

1767 Island Highway
Victoria, BC V9B 1J1

(Hereinafter called Society”)

OF THE FIRST PART

AND:

NAME OF CONSULANT

Street Address Province Postal

(Hereinafter called the “**Consultant**”)

OF THE SECOND PART

WHEREAS:

- A. The Society issued Request for xxxxx with Number of addenda “**RFP**” for the “name of project, which is attached to this Agreement as Schedule “A”;
- B. The Consultant in reply to the RFX submitted a Proposal dated XXXX, 20 (the “**Proposal**”), a copy of which is attached to this Agreement as Schedule “B”, which the Society has accepted under the terms set out herein;
- C. The Society has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the Society in respect of the Services on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the Society and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

1.1.1 **“Agreement”** means this agreement for services, including its recitals, and the following schedules attached to and forming a part of this agreement:

1.1.1.1 Schedule “A” – The RFP; (RFX replace with method of solicitation RFP or RFQ)

1.1.1.2 Schedule “B” – The Proposal;

1.1.1.3 Schedule “C” – Insurance;

1.1.1.4 Schedule “D” – OHSA (Section 2.6) ONLY IF APPLICABLE

Schedule “E” – ENTER THE NAME OF DOCUMENT.

1.1.2 **“Business Day”** means any Day except Saturday, Sunday, or a statutory holiday as defined in the *Interpretation Act* (British Columbia).

1.1.3 **“Change Notice”** means a change notice issued by the Society in accordance with section 10.1.

1.1.4 **“Day”** means a calendar day.

1.1.5 **“Event of Default”** means any of the following:

1.1.5.1 an Insolvency Event;

1.1.5.2 the Consultant fails to perform any of the Consultant’s obligations under this Agreement;

1.1.5.3 any representation or warranty made by the Consultant in this Agreement is untrue or incorrect.

1.1.6 **“Insolvency Event”** means any of the following:

1.1.6.1 an order is made, a resolution is passed, or a petition is filed, for the Consultant’s liquidation or winding up;

1.1.6.2 the Consultant commits an act of bankruptcy, makes an assignment for the benefit of the Consultant’s creditors or otherwise acknowledges the Consultant’s insolvency;

1.1.6.3 a bankruptcy petition is filed or presented against the Consultant or a Proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Consultant;

1.1.6.4 a receiver or receiver-manager is appointed for any of the Consultant’s property; or

1.1.6.5 the Consultant ceases, in the Society’s reasonable opinion, to carry on business as a going concern.

1.1.7 **“Personal Information”** has the meaning assigned in the *Freedom of Information and Protection of Privacy Act*.

1.1.8 **“Services”** means the Consultant’s duties and responsibilities to the Society as described in the RFP and the Proposal.

- 1.1.9 **“Term”** means the term of this Agreement as set out in Schedule “A”, and where applicable includes any renewal thereof.
- 1.2 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of any provision in it.
- 1.3 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 1.4 In this Agreement, unless expressly provided otherwise, in the event of any conflict or inconsistency between or among the provisions of this Agreement and any other documents forming a part of this Agreement, the documents shall govern and take precedence in the following order:
 - 1.4.1 Change Notices, with the most recent taking precedence;
 - 1.4.2 this Agreement;
 - 1.4.3 Schedule “A”
 - 1.4.4 Schedule “C”
 - 1.4.5 Schedule “D”
 - 1.4.6 Schedule “B”

2 CONSULTANT’S DUTIES AND RESPONSIBILITIES TO THE SOCIETY

- 2.1 The Consultant must render the Services to the Society under this Agreement with that degree of care, skill and diligence expected by their professional qualifications in the performance of the duties contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in the RFP and the Proposal, and ensure that all persons employed or retained by the Consultant to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 2.2 The Consultant must charge for the performance of all the Services only the fees and disbursements authorized under this Agreement. Unless the Society agrees otherwise in writing, the Consultant must supply and pay for all labour, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Services.
- 2.3 The Consultant must perform the Services to be provided under this Agreement within the time limits specified in the RFP or Proposal, if no time limit is specified for a component of the Services, the Consultant must perform such component of the Services promptly, it being acknowledged and agreed that time is of the essence of this Agreement.
- 2.4 The Consultant must comply with any reasonable instructions given to the Consultant in writing by the Society from time to time with respect to the performance of the Services.
- 2.5 The Consultant must obtain and maintain throughout the Term the insurance required under Schedule “C” of this Agreement.
- 2.6 Without limiting the generality of section 2.5, the Consultant must comply with, and must ensure that any permitted SubContractors comply with, all applicable occupational health and safety laws in relation to the Services, including the Workers Compensation Act and regulations thereunder. The Consultant

must, prior to the commencement of the Services, execute and deliver to the Society an Occupational Health and Safety Agreement in the form set out in Schedule “D”, a clearance letter from WorkSafeBC indicating the Consultant and all subContractors are in compliance and a copy of their health and safety policy.

If the Consultant is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act, the Consultant must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Consultant’s expense if such personal optional protection insurance is available for the Consultant from WorkSafeBC or other sources.

- 2.7 The Consultant must perform the Services in compliance with all applicable laws.
- 2.8 The Consultant shall indemnify, defend and hold harmless the Society, its elected and other officials, officers, employees, agents, volunteers, successors and assigns from and against any and all liability, loss, claims, demands, legal proceedings, fees, fines, penalties and expenses, including but not limited to legal expenses on a solicitor and client basis (hereinafter collectively referred to as “Liabilities”), which arise wholly or in part, directly or indirectly, as a result of
- 2.8.1 any wrongful, blameworthy, or negligent acts or omissions which result in personal injury, death or property loss or damage;
- 2.8.2 any breach of any of the terms of this Agreement by the Consultant or the Consultant’s officers, directors, employees, sub-Contractors, agents, representatives or volunteers; or
- 2.8.3 the provision of the services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in respect of any risk that further Liabilities against the Society are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Consultant.

The Consultant shall indemnify and pay to the Society promptly, on demand for any loss or damage to the Society's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this Contract

The Consultant shall waive all rights of subrogation or recourse against the Society as a result of the granting of this Contract or the use of the Society's property of facilities.

- 2.9 If one or more individuals are specified as “Key Personnel” of the Consultant in the Proposal, the Consultant must cause those individuals to perform the Services on the Consultant’s behalf, unless the Society otherwise approves in writing, which approval must not be unreasonably withheld.
- 2.10 The Consultant must obtain and maintain throughout the term a valid West Shore Parks & Recreation Society Business Licence or a valid Inter-Municipal Business Licence and must provide evidence of the same upon request by the Society.

- 2.11 The Consultant will follow article 29 of the WSPR and CUPE 1978 collective agreement to provide wages which are at least equal to those specified in the collective agreement when work of similar or same nature is performed.

3 SOCIETY'S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT

- 3.1 Society must make available to the Consultant all relevant information or data pertinent to the Services which is in the hands of the Society and is required by the Consultant and instruct the Consultant to the extent of the Society's ability as to the Society's total requirements in connection with the Services. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the Society, except where it is stated otherwise or unreasonable to do so.
- 3.2 Upon the request of the Consultant, the Society will authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.3 The Society must give reasonably prompt consideration to all draft reports, drawings, Proposals and other documents relating to the Services provided to the Society by the Consultant, and, whenever prompt action is necessary, where possible, inform the Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.

4 FEES & EXPENSES

- 4.1 The Society shall pay to the Consultant for the Services rendered under this Agreement fees, including disbursements to the maximum amount of \$XXXXX excluding GST and disbursements.
- 4.2 The Consultant must submit monthly statements and vouchers to the Society to verify all Disbursements.
- 4.3 The Consultant will be paid for the Services monthly. The Society's payment policy is to pay within thirty (30) Days from the date of receipt of invoice. Invoices issued by the Consultant must be in a form satisfactory to the Society. Final payment will be made upon the submission of completed and accepted works including reports, Contract documents, drawings, etc. The invoices submitted shall indicate the person hours expended on the Services in each category with other costs detailed as appropriate. Final billing must be received within thirty (30) days of the completion of the Services.
- 4.4 Without limiting section 2.8, the Society may withhold from any payment due to the Consultant a n amount sufficient to indemnify, in whole or in part, the Society, its officers, employees, servants, agents and Contractors against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Society to the Consultant upon the basis for withholding the amount having been fully resolved to the satisfaction of the Society.
- 4.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 4.6 Except as provided in this Agreement, or as otherwise agreed in writing, the Society shall not be liable to

pay or reimburse the Consultant for any costs incurred or expenditures made or purported to be made by the Consultant on behalf of the Society.

- 4.7 The Consultant must, for a period of not less than 7 years following the expiry or earlier termination of this Agreement, keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, including without limitation all wages paid to the Consultant's employees, and these shall at all times be open to audit and inspection by the authorized representative of the Society.

5 DEFAULT AND TERMINATION

- 5.1 On the happening of an Event of Default, or at any time thereafter, the Society may, at its option, elect to do any one or more of the following:
- 5.1.1 by written notice to the Consultant, require that the Event of Default be remedied within a time period specified in the notice;
 - 5.1.2 pursue any remedy or take any other action available to it at law or in equity; or
 - 5.1.3 by written notice to the Consultant, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 5.1.1.
- 5.2 In addition to the Society's right to terminate this Agreement under section 5.1.3 on the happening of an Event of Default, the Society may terminate this Agreement for any reason by giving at least 10 Business Days' written notice of termination to the Consultant.
- 5.3 If the Society terminates this Agreement under section 5.2:
- 5.3.1 the Society must, within 30 Days of such termination, pay to the Consultant any unpaid portion of the fees and expenses described in the Proposal which corresponds with the portion of the Services that was completed to the Society's satisfaction before termination of this Agreement; and
 - 5.3.2 the Consultant must, within 30 Days of such termination, repay to the Society any paid portion of the fees and expenses described in the Proposal which corresponds with the portion of the Services that the Society has notified the Consultant in writing was not completed to the Society's satisfaction before termination of this Agreement
- 5.4 The payment by the Society of the amount described in section 5.3.1 discharges the Society from all liability to make payments to the Consultant under this Agreement.
- 5.5 If the Consultant becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Consultant must promptly notify the Society of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Consultant proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Consultant proposes to take to prevent the occurrence of the anticipated Event of Default.

6 DISPUTE RESOLUTION

- 6.1 If requested in writing by either the Society or the Consultant, the Society and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) Days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to the Arbitration Act (British Columbia).
- 6.2 No one shall be nominated to act as an arbitrator who is in any way financially interested in the provision of the Services or in the business affairs of either the Society or the Consultant.
- 6.3 If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4 The award of the arbitrator shall be final and binding upon the parties.
- 6.5 Costs of the arbitration must be divided equally between the parties.

7 CONFIDENTIALITY AND OWNERSHIP

- 7.1 The Consultant must not disclose any information, data or secret of the Society to any person other than representatives of the Society duly designated for that purpose, in writing, by the Society and must not use for the Consultant's own purposes or for any purpose other than those of the Society, any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement. These obligations of confidentiality shall not apply to information which was or is already public or which is required to be disclosed by law or court order.
- 7.2 The Consultant must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3 All project documentation including, but not limited to, plans, maps, reports, specifications, manuals, preliminary drafts, drawings, photographs, cost estimates, data, software, programs and information and all other property and materials which are produced under this Agreement, and all intellectual property and proprietary rights whatsoever therein, including without limitation all copyright, are and will remain the property of the Society even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies of maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, software, programs, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the Society.

- 7.4 Upon termination of this Agreement, the Consultant must turn over to the Society, a copy of all project documentation including, but not limited to, maps, reports, plans, specifications, manuals, preliminary drafts, drawings, photographs, cost estimates, data, software, programs and information and all other property and materials produced under this Agreement.
- 7.5 The parties to this Agreement recognize that a breach by the Consultant of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the Society and that the Society could not adequately be compensated for such damages by monetary award. Accordingly, the Consultant agrees that, in the event of any such breach, in addition to all other remedies available to the Society at law or in equity, the Society shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.
- 7.6 It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

8 NOTICES

Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, sent by facsimile to or delivered at the address of the other party set forth in section 8.2 or 8.3, as applicable, or at such other address as the other party may from time to time direct, in writing, and such Notice will be deemed to have been received SEVENTY-TWO (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

- 8.1 The address for service for the xxxxx is as follows:

Street address
 Victoria, BC POSTAL CODE
 Email
 Attention:

- 8.2 The address for service for the Consultant is as follows:

Street Address of Contractor
 SOCIETY, PROVINCE POSTAL CODE
 Email:

9 PERSONAL INFORMATION SECURITY AND CONFIDENTIALITY

- 9.1 The Consultant, which for purposes of this Article 9 includes any subContractor and employee of the Consultant, must, in relation to personal information comply with the requirements of the Freedom of Information and Protection of Privacy Act (the “Act”) applicable to the Consultant as a service provider, including any applicable order of the Commissioner under the Act, and any direction given by the Society under this Agreement.
- 9.2 The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to the Consultant as a service provider, and understands the obligations set out in Article 9 of this Agreement.
- 9.3 The Consultant must treat as confidential all personal information in the material provided by the Society and all other information accessed or obtained by the Consultant, whether verbally, electronically or otherwise, as a result of this Agreement, and not permit its disclosure or use without the Society’s prior written consent.
- 9.4 Unless the Society otherwise directs, the Consultant may only use personal information provided to it by the Society or otherwise obtained by the Consultant as a result of this Agreement, if that use is for the performance of the Consultant’s obligations as required under this Agreement and is in accordance with the Act.
- 9.5 Unless otherwise directed and authorized by the Society, the Consultant may only collect or create personal information that is necessary for the performance of the Consultant’s obligations specified in this Agreement, and such collection or creation must be in accordance with the Act.
- 9.6 In relation to records in the Consultant’s possession that contain personal information provided by the Society, or otherwise obtained by the Consultant as a result of this Agreement, unless the Agreement otherwise specifies, the Consultant must dispose of them or deliver them as directed by the Society.
- 9.7 In response to access requests to the Society under the Act for records in the Consultant’s possession, either obtained or produced by the Consultant as a result of this Agreement, unless the Agreement otherwise specifies, the Consultant must co-operate with the Society and deliver the relevant records as directed by the Society. For the purposes of this section 9.7, “record” has the meaning assigned in the Act.
- 9.8 The Consultant must at all times ensure the confidentiality and security of the personal information in its custody and make reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal, including any security arrangements expressly set out in the Agreement.
- 9.9 The Consultant must not disclose personal information to any person other than the Society. If the Contactor receives a request for access to personal information from a person other than the Society, the Consultant must promptly advise the person to contact the Society.
- 9.10 If the Consultant knows there has been unauthorized disclosure of personal information in its custody or under its control, the Consultant must immediately notify the Society.

9.11 The Society may, at any reasonable time, and on reasonable notice to the Consultant, enter on the Consultant's premises to inspect any personal information in the possession of the Consultant or any of the Consultant's information management policies or practices relevant to its management of personal information and the Consultant must permit, and provide reasonable assistance to, any such inspection.

10 CHANGE NOTICES

10.1 The Society may issue to the Consultant a Change Notice to make changes to the Services, omit part of the Services, or require additional Services. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The Society and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) Days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

11 NO DUTY OF CARE

11.1 The Consultant acknowledges that the Society, in the preparation of the Contract documents, supply of oral or written information to Consultants, or the carrying out of the Society's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the Society in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, or carrying out of the Society's responsibilities under this Agreement, with the exception of fraud on the Society's part.

12 WAIVER

12.1 Except as may be specifically agreed in writing, no action or failure to act by the Society or the Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

13 RELATIONSHIP

13.1 The legal relationship between the Consultant and the Society arising pursuant to this Agreement is that of an independent Contractor and purchaser of services, and, and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Society to be that of employee and employer. The Consultant must not do anything that would result in personnel hired or used by the Consultant or a Subcontractor in relation to providing the Services being considered employees of the Society.

14 VALIDITY

14.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

15 LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.
- 15.2 Nothing in this Agreement shall prejudice or impair the Society in the exercise of any of its rights, powers and privileges under any law, bylaw, order or regulation or in equity all of which may be fully and effectively exercised by the Society as if this Agreement had not been made by the parties, provided that the foregoing shall not restrict the rights and remedies of the Consultant arising from a breach of this Agreement by the Society.

16 EXECUTION

- 16.1 Each of the parties must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

17 TRANSFER OF INTEREST

- 17.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. The Consultant must not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Society.

18 REPRESENTATIONS AND WARRANTIES

- 18.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Consultant represents and warrants to the Society as follows:
- 18.1.1 All information, statements, documents and reports furnished or submitted by the Consultant to the Society in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
- 18.1.2 The Consultant has sufficient trained staff, facilities, materials, appropriate equipment and approved sub Contractual agreements in place and available to enable the Consultant to fully perform the Services;
- 18.1.3 The Consultant holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Consultant's obligations under this Agreement;
- 18.1.4 This Agreement has been legally and properly executed by, or on behalf of, the Consultant and is legally binding upon and enforceable against the Consultant in accordance with its terms; and
- 18.1.5 If the Consultant is not an individual, the Consultant has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Consultant.

19 ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire Agreement between the Society and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Society and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the Society and the Consultant.

IN WITNESS WHEREOF the Society and the Consultant have executed this Agreement.

WEST SHORE PARKS & RECREATION SOCIETY
on the _____ day of _____, 20xx
by its authorized signatory (ies):

Name

Signature

NAME OF CONSULTANT (corporation)
On the ____ day of _____, 20xx,
by its authorized signatory (ies):

Name

Signature

SCHEDULE "C"**INSURANCE**

1.0 The Consultant shall, at his own expense, provide and maintain until the completion of the Services the following insurance in a form acceptable to the Society with an insurer licensed in British Columbia:

- | | | |
|------------|---|-----------------|
| 1.1 | Commercial General Liability per occurrence | AS NOTED IN RFP |
| 1.2 | Professional Liability | AS NOTED IN RFP |
| 1.3 | Automobile Insurance
(owned and non-owned) | AS NOTED IN RFP |

Commercial General Liability policies shall name the Society as an Additional Insured and include Cross Liability. Commercial General Liability policies shall provide thirty (30) Days written notice of cancellation or material change in coverage.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Society.

- 2.0** The Consultant shall provide the Society with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
- 3.0** Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnify provisions set forth herein.

SCHEDULE "D"

Samples:

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Administrative Policies

In any case where the Consultant or the Consultant's employees shall be working alongside, interacting with or working in the vicinity of Society employees in the performance of the Contract, the Consultant shall ensure that all its employees are familiar with and comply with the following Society policies:

Single or Prime Contractor for Work (According to the Workers Compensation Act, Part 3 Section 106)

The Society will determine if the Contractor will be designated as either:

- Single Contractor
- Prime Contractor

APPENDIX C – Wage Rates

Pay Grade	Classification Title	Jan. 1, 2021	01-Jan-22	01-Jan-23
JB02	Catering Attendant	\$ 15.20	\$ 15.20	\$ 15.20
JB03	Lounge Attendant	\$ 15.73	\$ 15.97	\$ 16.29
JB05	Line Cook	\$ 20.08	\$ 20.38	\$ 20.79
JB07	Concession Assistant	\$ 24.00	\$ 24.36	\$ 24.84
JB07	Banquet Cook	\$ 24.00	\$ 24.36	\$ 24.84

These rates are based on the current collective agreement for auxiliary workers. Total hourly compensation to staff must be equal to or greater than the rates above.

There is an additional 14% added to auxiliary wages in lieu of benefits. The contractor must meet or exceed the value of the wage requirement above, as well as the 14% in lieu of benefits.

Example: Pay Grade JBO2 \$15.20/hour + 14% = \$17.33/hour.

APPENDIX D – SUMMARY FOR SUBMISSION

Please review the points below to ensure you have all the necessary items in your submission.

Proponent capabilities & experience.

- Explain current business model and experience.
- Identify primary team members and their certification and qualifications.
- Include copy of Island Health operating permit, business license & insurance.

Financial Proposal

- Describe your proposed financial model (base rent or base rent plus profit share).

- Indicate your proposed rental fee (excluding applicable taxes), as described in Section 7.2

and the basis of calculation as follows (as applicable):

a) Minimum Rent

(i) Minimum Rent of \$ _____ per year payable in equal consecutive monthly installments of \$ _____ each in advance on the first day of each calendar month;

(ii) a Percentage Rent equal to the amount by which _____% of the Gross Sales for the relevant Lease Year exceeds the Minimum Rent paid during that Lease Year. The Percentage Rent will be payable (on a cumulative basis) in consecutive monthly installments in arrears within 15 days after the end of each month of the Term, equal to:

- a. the amount by which _____% of the Gross Sales for the period from the beginning of the Lease Year to the end of the immediately preceding month exceeds the Minimum Rent paid for

the same period; less

b. an amount equal to the installments of Percentage Rent already paid or payable for the same period;

- Leasehold Improvements

The Proponent should list and provide an estimated cost breakdown for your proposed leasehold improvements, knowing you will be fully responsible for such costs.

Menu

- Provide one sample menu.
- Provide sample menu tasting for 4, to be provided on date TBA.

References

- Provide 3 clients references. Details in Appendix A

Value Added Services

- Include information about your company and benefits WSPR would receive from selecting you as a partner for our events services.