

REQUEST FOR PROPOSALS

PROVISION OF SERVICES FOR STANLEY PARK

TENNIS COURT MANAGEMENT

RFP No. PS20191554

Issue Date: December 6, 2019

Issued by: City of Vancouver (the "City")

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SUMMARY

The City of Vancouver (the "City") is seeking request for proposals ("Request for Proposals") from qualified and experienced vendors interested in the provision of services for Tennis Court Management Services at one or more locations in Vancouver, including Stanley Park Tennis Courts. It is anticipated that this service will be operated on a seasonal basis.

PART A – INFORMATION AND INSTRUCTIONS

1.0 **THE RFP**

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("RFP"): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "**Proponent**") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "Agreement"). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading "Legal Terms & Conditions" in Appendix 1 to the Part C Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
 - (a) 0 INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) PART C FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
 - (d) PART D FORM OF AGREEMENT: This part contains a model Agreement (the "Form of Agreement"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on January 7, 2020
Closing Time	3:00pm on January 14, 2020

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Jessica Li, Buyer Email: <u>jessica.li@vancouver.ca</u>

- 3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.
- 3.3 IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").
- 4.2 Each Proponent should submit its Proposal by email in accordance with the following:
 - Subject of the file to be: PS# Title Vendor name.
 - Document format for submissions:
 - RFP Part C in PDF format 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;
 - Any other attachments if necessary
 - Zip the files to reduce the size or email separately if needed.

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- Send your submissions to <u>Bids@vancouver.ca;</u> do not deliver a physical copy to the City of Vancouver.
- If you did not receive an automated email within few minutes, check your junk folder first, and then contact <u>Purchasing@vancouver.ca.</u>
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the "Form of Proposal"), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <u>http://vancouver.ca/doing-business/open-bids.aspx</u> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

6.0 **PROPOSED TERM OF ENGAGEMENT**

6.1 The term of any Agreement is expected to be a three (3)-year period, with two (2) possible one (1)-year extensions, for a maximum total term of five (5) years.

7.0 **PRICING**

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	70%
Financial	30%
Total	100%

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or

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more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 **CITY POLICIES**

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at https://policy.vancouver.ca/ADMIN011.pdf. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 **LEGAL TERMS AND CONDITIONS**

11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

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PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the "Scope of Work") IS current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading "Alternative Solutions" the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1. BACKGROUND

The Vancouver Board of Parks and Recreation (Park Board) is seeking proposals from proponents with experience in tennis operations for the management of Stanley Park Tennis Courts, Numbers 1-6. The Park Board is seeking to partner with an organization with sound business practices, whose values and operations are aligned with the Park Board Mission, Vision and Strategic Objectives. The Park Board prefers to work with a non-profit or not-for-profit organization but will consider applications from all types of organizations.

A total of 17 tennis courts are located near the Beach Avenue entrance to Stanley Park. Eleven of these courts (Courts 7-17) are free for use year round on a first-come, first-served basis, with a 30-minute limit on play if someone is waiting. Courts 1-6 are operated as pay courts during the tennis season from late Spring through Summer (late April to early September), and the Park Board is seeking proponents for the management of Courts 1-6 during this period. The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years. Terms of different durations may be considered.

2. SCOPE OF WORK

Scope of work includes, but is not limited to the following:

- A) Management of Tennis Courts:
 - i. Tennis Court Bookings:
 - Administering and providing a court booking system that is inclusive and accessible to all populations within our community
 - Providing an accurate and verifiable system to account for all revenue collected
 - Providing an accurate and verifiable system to determine the dates and times of operation
 - Providing adequate oversite to the operation in maintaining a safe, secure, professional and accessible facility
 - Programming/operations is to start at the beginning of the tennis season (April-May) and end at the end of the tennis season (September-October), weather dependent

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- ii. Tournament bookings:
 - The successful proponent will fully accommodate the Stanley Park Tennis Open during their annual tournament, dates to be supplied by the Park Board
 - Other tennis tournaments, as supported by the Park Board Special Events Team

iii. Tennis Lessons:

- Provide lessons from accredited instructors as accredited by Tennis Canada
- Provide the lessons registration system
- B) Promotions/Marketing/Communications:
 - All related promotional materials are to be approved by the Park Board
 - Supply all Park Board approved promotional material and links to websites and registration site to the Park Board liaison no later than April 1st of each program year
 - The successful proponent is to post any required statements and/or logos related to the licensing of the facility, as requested by the Park Board

C) Administration and Other Requirements:

- The successful proponent is to submit, no later than May 1st of each year, copies of signed police reference checks on all principals, staff, guest instructors, and volunteers who will be operating out of the Stanley Park location
 - For staff and volunteers who join the organization after this date a police reference check is required to be submitted within 14 business days
- The successful proponent is to submit a written summary report of the seasonal operations to the Park Board designate no later than November 15th of each term year.
 - At minimum, the report will include a quantitative and qualitative overview of the programming delivered, clients served, operations insights, and an assessment of the successes and challenges
 - The summary will be accompanied by a 3rd party reviewed financial report which will include all costs and revenues achieved
- The successful proponent is to submit proof of insurance to the Park Board liaison no later than 4 weeks prior to commencement of the operational season
- All costs during the licensed season related to the minor maintenance or preventative maintenance of the courts and related areas are the sole responsibility of the successful proponent
 - Such costs include but are not limited to, minor court repairs, purchase of cleaning materials and tools, daily service cleaning of storage area and courts, net replacement, operational signage, etc.
- The successful proponent is to supply copies of all operating procedures and risk mitigation plans and policies. Could include but are not limited to:
 - o On site cash handling
 - o Inclement weather
 - o Incident and accident procedures; first aid
 - o Code of Conduct
 - o Other
- D) Optional:
 - The Park Board may consider tennis court management services at a different park location
 - If the Proponent is interested in providing similar services at a different set of tennis courts, please indicate which courts and the reason for the location selection

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3. CITY/PARK BOARD PROVIDED SERVICES:

- Power cleaning of the tennis courts prior to start of season
- Designated Park Board staff liaison
- Access to and use of a non-exclusive 109 SF storage space located in Room 142, at 8901 Stanley Park Drive. Access is limited to the operating season as defined in the term of agreement
 - The successful proponent may purchase an outside storage container (Greenlee Chest Box - <u>https://www.greenlee.com/products/CHEST-ASSY--(2448).html</u>, and place outside the fenced tennis court area as per approved Park Board standards (maximum 2 boxes per group/facility)

PART C – FORM OF PROPOSAL

RFP No. PS20191554, Provision of Services for Stanley Park Tennis Court Management (the "RFP")

Proponent's Full Legal Name:_____

"Proponent"

Address:

Jurisdiction of Legal Organization:

Key Contact Person:

Telephone:_____

E-mail:

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 10 Proof of WorkSafeBC Registration

APPENDIX 1 LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20191554, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 **Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal

principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 **RFP and Proposal Documents City's Property**

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 **Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such nonpublic documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C APPENDIX 10.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

APPENDIX 2 QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below. (Attach additional pages as required).

Executive Summary

In the space below, provide a brief executive summary of your Proposal.

Proponent Overview and Corporate Experience

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

- Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship, non-profit, not-for-profit) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- Provide a history of litigation or claims made against the Respondent during the five years immediately prior to the Closing Time.

Corporate Capability

Describe the Proponent's capability (financial, experience and workload capacity) to undertake the role of supplier. Provide resumes of proposed key personnel.

Scope of Work

In the space below, describe how your Proposal is responsive to the Scope of Work. Include an outline and brief description of the services to be provided. Refer to PART B - Scope of Work.

Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility. Describe experience and qualifications as related to the scope of work.

Alternative Solutions

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

Supplier Diversity

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majority owned/controlled/ by:		Workforce Diversity:	Social / Environmental Certifications
	Women	% Women	
	Indigenous Peoples	% Indigenous Peoples	□ BCorp
	Non-Profit/Charity	% Ethno-cultural People	BuySocial
	(Social Enterprise)	% People with Disabilities	 Supplier Diversity Certification
	Соор	% LGBTO+	Certification
	Community Contribution	% LGDTQ+	Fairtrade
	community contribution	% Other: please indicate	Green Business

Corporation (3C/CCC)		Certification (ie. LEED, ClimateSmart)
Ethno-cultural Persons	_	
People with Disabilities		Other: please indicate
□ LGBTQ+		
Other: please indicate		

Programming Diversity

The Park Board is committed to providing programming that promotes diversity, access and inclusion.

In the space below, outline the Proponent's approach to supporting equity, diversity, inclusion and reconciliation through the programs and services that will be supplied or supported at the Stanley Park location.

Please identify which of the following diverse populations will be targeted for increased access to the programs and services you will be offering:	Outline at least three strategies that will be implemented to attract or program to these populations. One of the strategies must include details on how 'low income' participants will be accommodated.
Women	
Indigenous Peoples	
Ethno-cultural Persons	
People with Disabilities	
□ LGBTQ+	
Gender Neutral	
Low Income	
Newcomers, immigrants	
Other: please indicate	

Work Plan

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.

The Proponent's work plan should also to describe the following:

- The Proponent's Promotions/Marketing Plan
- The Proponent's reservation management/program registration/point of sale system
- The Proponent's risk management and operational policies and/or processes.
- Describe what changes will or could occur in 2021 and 2022 (the second and third year of the contract).
- OPTIONAL (if approved): Describe any interest in providing tennis court management services at other specific tennis court locations

Complete the following TABLES A-C:

- Table A Organization and Staff Information
- Table B Program and Fee Information
- Table C Operating Season/Schedules

TABLE A - ORGANIZATION AND STAFF INFORMATION:

Legal Name of Organization		
Commonly Used Name of Organization		
Type of Organization	□Non Profit	□For Profit
	□Not for Profit	□Other
Incorporation #		
Principle's Name and Title		
Background/Qualifications		
Principle's Name and Title		
Background/Qualifications		
Principle's Name and Title		
Background/Qualifications		
Staff and Volunteer Information		
Staff Position Title	# of Staff in Position	Min. Certifications
Volunteer Position Title	# of Vol in Position	Min. Certifications

Service	Age Group	% of	Proposed Rates for Services:		
	Targeted	Seasonal Schedule	2020	2021	2022
Programming/Lessons					
Court Rentals					
Leagues					
Ladders					
Tournaments					
Other, list					
TOTAL		100%	-		

TABLE B - PROGRAMS TO BE OFFERED AND FEE RATES CHARGED TO THE PUBLIC:

TABLE C - OPERATING SEASON/SCHEDULE:

In 2020 ...

The season will	Start on [date] -	End on [date] -
On Monday the courts will	Open at [time] -	Close at [time] -
On Tuesday the courts will	Open at [time] -	Close at [time] -
On Wednesday the courts will	Open at [time] -	Close at [time] -
On Thursday the courts will	Open at [time] -	Close at [time] -
On Friday the courts will	Open at [time] -	Close at [time] -
On Saturday the courts will	Open at [time] -	Close at [time] -
On Sunday the courts will	Open at [time] -	Close at [time] -
We will be closed/non- operational on the following days	□Victoria Day □Canac □Labour Day Other -	la Day □BC Day
Other Schedule Info		
List any expected changes for 2021 and 2022		

APPENDIX 3 COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with 0, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

The Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material, equipment and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, except for GST.

Provide expected annual revenues and costs for the first year of operations and clarify how the PB will benefit financially from this arrangement. Provide as many details as possible. Explain any planned changes from Year One operations in the final row.

T A	DI		D .	
TA	n	- E -		
			~.	

DESCRIPTION OF ACTIVITY:	ANNUAL AMOUNT:
REVENUE:	
Revenue from Operations:	\$
Court rentals	
Lessons	
Leagues	
Ladders	
Tournaments	
Other	
COSTS:	
Operating Costs (Provide detailed description of	\$
activities/expenses):	
Management Fees (provide description):	\$
GROSS REVENUE (total amount collected):	\$
NET REVENUE TO THE CITY/PARK BOARD (Gross revenue minu	<u>s</u> \$
total costs):	
What Financial Deviations Could Occur in Year Two and/or Three of the Contract?	e \$
or the contract:	

APPENDIX 4 PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

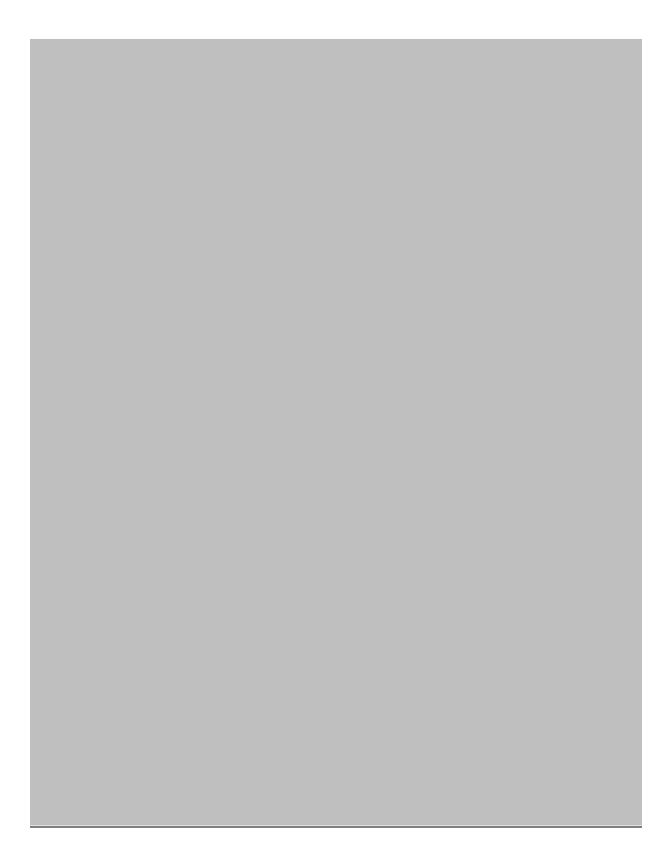
Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

APPENDIX 5 CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)



APPENDIX 6

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<u>http://vancouver.ca/policy pdf/AF01401P1.pdf</u>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of ______(vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _______(vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of ______ (vendor name).

Signature:

Name and Title:

APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, _____

consent to the indirect collection from _____

_____(Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Signature

Date

_____ (Print Name)

APPENDIX 8 SUBCONTRACTORS

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
	I	I
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	

Value:
Client Contact:
2. Project Name:
Client:
Nature of Work:
Value:
Client Contact:
3. Project Name:
Client:
Nature of Work:
Value:
Client Contact:

APPENDIX 9 PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 10 CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

APPENDIX 11 PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

PART D FORM OF AGREEMENT

(see attached)

From:	"Gayle & Gordon" <g-g@telus.net></g-g@telus.net>
To:	"City Bids" <bids@vancouver.ca></bids@vancouver.ca>
CC:	"sharon Jacobs" ^{s.22(1)}
	"Gk Gordon Cheng"s.22(1)
	"Gayle Dobson" s.22(1)
Date:	1/13/2020 2:20:57 PM
Subject:	SUBMISSION - Excel and PDF - 2 Files - PS20191554 - Provision of Services for Stanley Park Tennis Court Management - G & G Tennis
Attachments:	Covering Letter and Supporting Documents.pdf
	PS20191554 - GG Tennis - Section C.pdf
	Excel C18.xlsx

Here is my submission, Thanks Gayle Dobson

G & G Tennis #209-1705 Nelson Street, Vancouver, B.C., V6G 1M6 <u>p-g@telus.net</u> January 11th, 2020

Bids@ Vancouver.ca

<u>Re: RFP PS20191554 - PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT</u> <u>MANAGEMENT</u>

To Whom It May Concern:

We are please to attach in PDF format our proposal for the above bid.

"The Parks Board's mission is to provide, preserve, and advocate for parks and recreation services to benefit all people, communities, and the environment." Over the past 25 years, this is exactly what we at G & G Tennis Services have been successfully doing. With a small, low expense team of contracted professionals, we have been fully engaged in the local community, listening to their needs, and adopting our services to meet those needs. Primarily, the Stanley Park courts serve the surrounding community which has very diverse backgrounds, social needs, and economic resources that go well beyond just the need for competitive structured tennis. In our experience, the needs of the majority of our community is a desire for a less structured, inclusive environment that welcomes and accepts all types of participants.

Our proposal outlines how we have successfully managed this facility for many years and have grown the local participation in tennis significantly through our programs. Our programs consist of lessons, drills, organized play and tournaments, combined with social events. Many people, including the LGBTQ+ community, newcomers and immigrants, seniors, children and individuals with low income have enjoyed participating in our programs. And many of our patrons have voiced their concerns about their future ability to access these services going forward.

We have helped to develop the tennis games of many: technically, socially, physically and competitively. Many students have formed friendships, partnerships and teams through us. Also, many started as beginners and are now tournament competitors.

Additionally, we have obtained sponsorships and partnerships with local groups and businesses. We received gift certificates for tournament prizes from the former Fish House Restaurant and the Rackets & Runners sport store. We've done tennis programs with King George High School and donated racquets and balls to them. We've helped to get more women involved with the VTA (LGBTQ+ group) through promotions and league play. We've acquired prizing and sponsorship from Wilson Sporting Goods. And we would like to partner with the new Stanley Park Brewery in some way, to enhance both businesses. Going forward, we'd like to offer more opportunity for recycling in our area, and supply more environmentally friendly products. We plan to modernize our booking system, incorporating an online version. And want to incorporate more successful programs to increase court usage.

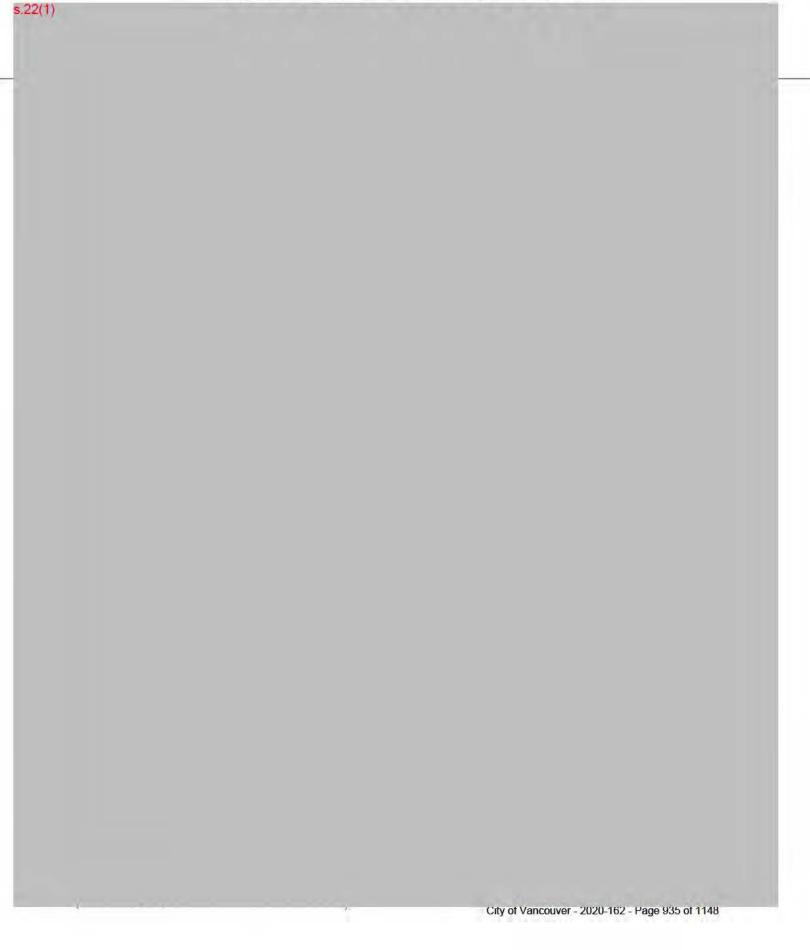
We appreciate the opportunity to outline our plans and ideas within the attached document. Do not hesitate to contact us if you have any questions.

> Gayle Dobson, Pro-Manager G & G Tennis Services (604) 730-9175

Attachments: Gayle Dobson, CV Gordon Cheng, CV Four Letters of Support from Participants

Two additional files emailed: RFP Part C in PDF format and Appendix 3 in Excel format

GAYLE DOBSON



GORDON CHENG

s.22(1)

From: Gillian P ^{s.22(1)} Subject: Re: Tennis in Stanley Park 2020 Date: November 25, 2019 at 8:25:50 PM PST To: "Park Board GM's Office" <<u>pbgmo@vancouver.ca</u>>, GayleGordon <<u>g-g@telus.net</u>>

Hi there, as one of the hundreds, (or maybe thousands) of tennis players who have benefited from the tennis program in Stanley Park that Gayle Dobson and Gord Cheng have run for several decades, I am writing to urge you to grant them the contract to continue with their excellent program. Vancouver is an expensive city, and not many of us can afford the steep fees of a private tennis club. Gayle and Gord provide the rare opportunity of a professionally run program with top flight instruction, that is affordable and accessible for *all* Vancouverites who want to play a sport that used to be reserved for only the wealthy upper class.

I've taken various tennis lessons and clinics in my life, and can honestly say that Gayle and Gordon's program is one of the best. Their clinics are well organized and the lesson plans carefully thought out. They are never checking their phones or staring off into space during the programs, and never just "winging it". They closely follow their players, often stepping into the play themselves. The stroke correction advice I've received has been dead-on accurate and extremely helpful. I'm not the only person who writes down their suggestions after class. Gord goes the extra mile too, in putting players together and suggesting doubles match-ups. Through the clinics I have met many other players and expanded my sports and social circle.

However, one of the things that has most impressed me is watching Gayle and Gord with novice players, who are often awkward and anxious when first learning. High level players are sometimes be standoffish or bored with rank beginners, but Gayle and Gord exhibit no elitism whatsoever. They are perfect ambassadors for newcomers to the game, patient, engaged and encouraging when the even the smallest of progress is made. *Everyone* leaves with a smile on his or her face; their enthusiasm for the game is infectious. Some of us are very competitive, and while they are supportive of the fierce desire to improve, they help you remember that it is still just a game, where, like in life, sportsmanship matters.

Tennis is a game that brings people from all walks of life and all income levels together and helps people stay fit and stay socially involved for life. Gayle and Gord's program provides a wonderful affordable public service, promoting the sport, the park and our community. I very much hope that you see fit to have them continue their program in 2020.

Please don't hesitate to contact me if you need any more information.

Gillian Parson s.22(1) From: Sally Shamai^{S:22(1)} Sent: Friday, October 4, 2019 3:53 PM To: PB Commissioners Subject: Paid Tennis in Stanley Park

Hello Parks Board Commissioners,

I write with a concern about changes that are afoot to paid Tennis in Stanley Park. I understand that the concession to run Tennis in Stanley Park will be open for proposals for 2020 season. I am not entirely sure why that is necessary as Gayle Dobson and Gord Cheng have done a superior job of running programs there for over 20 years. If it ain't broke why fix it?

I would like to register my strong support for Gayle Dobson and Gord Cheng to continue to run the paid tennis programs on Courts 1-6, in Stanley Park.

They have created a strong and vibrant tennis community, through a wide variety of programs and their supportive and community minded presence.

Additionally, Gayle and Gord collaborate very well with tennis groups who rent the courts on a weekly basis through the summer. They have been supportive, flexible and accommodating to their needs. I know this from the experience of being a VTA member (Vancouver Tennis Association, for LGBT and allies). We rent courts from them 4 nights a week and have had an excellent working relationship with G&G (Gord and Gayle) for over 20 years. They have been fantastic to work with!

I send this letter as an individual who participates in many of the programs G&G run and feel part of the tennis community there.

It is a gorgeous setting to play tennis, but it's the people like Gayle and Gord and what they've created that make the difference! I am not sure I would travel across town and pay the high parking rates, if what they've created dissipated through what seems like an unnecessary change. I am in full support of them continuing to run it.

I would be happy to meet with the Board and other concerned people if that would be beneficial.

You could reach me at \$.22(1)

or by email at this address.

Thank you for your time and attention to this matter. Please confirm receipt of this email and any relevant and helpful information about this you can provide.

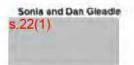
Best,

Sally

From: Dan Gleadle ^{\$.22(1)} Subject: Stanley Park Tennis Concession 2020 Date: November 28, 2019 at 1:03:29 PM PST To: "Vancouver Parks Board (Commissioners)" <<u>PBcommissioners@vancouver.ca</u>> Cc: Sonia Gleadle ^{\$.22(1)}, Dan Gleadle ^{\$.22(1)}

It has come to our attention that the Parks Board is considering what to do regarding the Stanley Park Tennis concession that Gordon Cheng and Gayle Dobson have run for many years. My wife and I are great supporters of Gordon and Gayle's excellent program, and wanted to send along the attached letter for your consideration.

Dan & Sonia Gleadle



November 28, 2019

Vancouver Parks Board 2099 Beach Ave. Vancouver, BC V6G 124, Canada

Dear Sits/Mesdames,

I am writing to ask you to continue to support the Stanley Park Tennis program run by Gayle Dobson and Gordon Cheng. We just found out about this program this spring. It has allowed us to meet tennis players through social play and drills. Gordon and Gayle run a quality program, at a reasonable drice and most importantly they foster a sense of community where averyone is welcomed into the group. It is very difficult to meet tennis players in Vancouver if you do not have the financial resources to join a club. There are essentially no similar programs available in the Vancouver area. They provide an important service that keeps us physically active seniors, in an outdoor environment, learning new skills and in a fun social setting.

Thanks for your consideration

Sincerely yours

Sonia and Dan Gleadle

From: Marty Levine \$.22(1) Subject: Re: Tennis in Stanley Park 2020 Date: November 27, 2019 at 2:46:55 PM PST To: Park Board GM's Office <<u>pbgmo@vancouver.ca</u>> Cc: PB Commissioners <<u>PBCommissioners@vancouver.ca</u>>

Good afternoon Ellen,

After being copied on the email below, I'm writing to you, the Park Board commissioners, and other members of the Park Board who might have an interest in this matter.

I am a regular tennis player in Stanley Park, a former member of the executive committee of the Stanley Park Tennis Club, a participant in one of the large tennis groups that seasonally book courts with Gayle and Gord, and a longstanding participant in many of the organized tennis activities (tournaments, drills, individual instruction and Team tennis) that they have been running at Stanley Park for as long as I have been playing tennis here. I can tell you with complete confidence that without their presence — expertise, devotion, and warmth -- the tennis community that has grown up around the Stanley Park pay courts would not exist with the same vibrancy, numbers and enthusiasm that it enjoys today. I can also say with equal confidence that without participating in their programs I would not have improved sufficiently as a tennis player to play in tournaments such as the Stanley Park Open, nor would I enjoy the same circle of friends and tennis players that I have built as a direct result of Gayle and Gord's activities. Apply that experience to the several hundred of other regular tennis players who have had a similar experience and isn't that exactly what the Park Board's mission entails?

To put it bluntly, if the Park Board does not act expeditiously to confirm their role running the tennis concession for the 2020 season, the Stanley Park tennis community will suffer tangibly and in ways not easily fixed.

I do understand the need to apply competitive bidding to any city concession, and there is great value in the "let the best proposal win" approach. But that process needs to be timely, fair, and transparent — and as I write in late November, it seems a practical impossibility for the coming season. The two tennis groups I participate in regularly, and a third where I play occasionally, depend on advance seasonal planning to ensure court bookings, organize play around them, and provide members with some degree of certainty about the coming season. It would be a much better solution to extend Gayle and Gord's status through the 2020 season and issue a Request for Proposals (or whatever process the Park Board chooses) for the 2021 season.

I have no doubt that Gayle and Gord will fare well in that process — and I very much hope they win the right to continue their programs — but either way it will be a much fairer process, one that takes into account the needs of the Stanley Park tennis community as well as the Park Board and any entities that submit proposals.

I very much hope you and your colleagues take all of this into consideration and act accordingly. I would be happy to discuss this in greater detail should you or any of your colleagues desire elaboration on any of the points I've made here.

Sincerely, Marty Levine

PART C - FORM OF PROPOSAL

RFP No. PS20191554, Provision of Services for Stanley Park Tennis Court Management (the "RFP")

Proponent's Full Legal Name: G & G Tennis Services

"Proponent"

Address: 209-1705 Nelson Street, Vancouver, B.C. V6G 1M6

Jurisdiction of Legal Organization:

Key Contact Person: Gayle Dobson

Telephone: 604-730-9175

E-mail: g-g@telus.net

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Jayle Dobson

Signature of Authorized Signatory for the Proponent

January 11th, 2020 Date

Gayle Dobson, Pro-Manager Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

December 6, 2019

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 10 Proof of WorkSafeBC Registration

APPENDIX 1 LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20191554, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe to the Proponent or to any of the Proponent's proposed subcontractors (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 **Reservation of Complete Control over Process**

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 **Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 **Release by the Proponent**

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal

principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 **Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such nonpublic documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C APPENDIX 10.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.3 **Declaration as to No Collusion**

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

ART C - FORM OF PROPOSA

APPENDIX 2 QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below. (Attach additional pages as required).

Executive Summary

In the space below, provide a brief executive summary of your Proposal.

We would like to continue managing the Stanley Park tennis courts #1-6, as we have done in the past 25+ years with a few modernizations and additions to our programming. We would also like to incorporate more environmentally friendly options into our business. (Please see cover letter for more detail.)

Proponent Overview and Corporate Experience

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

- Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship, non-profit, not-for-profit) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- Provide a history of litigation or claims made against the Respondent during the five years immediately prior to the Closing Time.

We are a partnership, married couple, Gayle Dobson and Gordon Cheng. We employ about four other people per season to help coach and monitor the courts. We have built up a successful community-based business at Stanley Park over the last 25+ years. There has been no litigation or claims against us in the last five years.

Corporate Capability

Describe the Proponent's capability (financial, experience and workload capacity) to undertake the role of supplier. Provide resumes of proposed key personnel.

Gayle Dobson works full time at Stanley Park during the tennis season to manage bookings, programming and staff. She also coaches, does tournaments and organized play, and monitors the courts. Gordon Cheng coaches part time and assists on all other things. Financially we've made it work for 25+ years.

Scope of Work

In the space below, describe how your Proposal is responsive to the Scope of Work. Include an outline and brief description of the services to be provided. Refer to PART B - Scope of Work.

Management of tennis courts: Tennis Court Bookings done by the week for individuals and groups by phone or in person to Gayle or trained staff, incorporating online bookings (inclusive and accessible to all); Some advanced group bookings made available; Revenue collected by court monitor in cash to cash register or by e-transfer. Also registration can be incorporated online. A monthy report with bank reconciliation can be provided; Some programming and group bookings would start in April, regular bookings and programs would begin May 1 and finish Sept. 7, a reduced program would be available to the end of Sept., weather dependent (see attached)

December 6, 2019

Outline: Scope of Work 2020

(A) Management of Tennis Courts:

- (i) <u>Tennis Court Bookings</u>
 - 7 days ahead court booking system, some advance group bookings made
 - Manual and online booking system to be used, inclusive and accessible to all populations within our community
 - E-transfer, cash register and possibly online registration used to collect revenue accurate and verifiable system
 - A monthly report with bank reconciliation can be provided accurate and verifiable
 - Together with 25+ years of experience managing these courts, Gayle and Gordon have maintained a safe, secure, professional and accessible facility, and can accurately verify the dates and times of operation
 - 2020: May 1 to September 7 regular weekly bookings (2020: April and September end – group bookings only)

(i) <u>Tournaments</u>,

- No bookings during Stanley Park Open Tournament, and other Park Board supported events
- Organize approved annual tournaments
- (ii) <u>Tennis Lessons</u> (other certified coaches hired as needed)
 - Gayle and Gordon, accredited Tennis Canada instructors, will head off the lessons
 - Students can register for Group Lessons at the Roundhouse Community Centre and register through us for private Lessons and Drills (online to be incorporated)

(B) Promotions/Marketing/Communications:

- Website and registration site to be supplied to Parks Board by April 1 of each year
- Post anything requested by the Parks Board
- Additional promotional materials to be approved by Parks Board

(C) Administration and Other Requirements

- Copies of signed police reference checks on all principals, staff, guest instructors, and volunteers operating out of Stanley Park will be submitted to the Parks Board as needed
- A written summary report of the seasonal operations will be done as required, accompanied by a third party reviewed financial report with all costs and revenues achieved
- Proof of insurance will be submitted in time

 Operating procedures and risk mitigation plans and polices: refunds on court rentals will be given when weather makes courts unsafe or when other variables cause unsafe conditions, all lessons paid upfront will be made up if possible but may have to be refunded, daily cash register balances checked on, basic first aid supplies will be stored for accidents

(D) Code of Conduct

- provide Professional and high quality tennis instruction to give all players an opportunity to improve their skills
- Foster an atmosphere of good sportsmanship and respect for other players
- To provide safe, fair and caring tennis services at Stanley Park

Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility. Describe experience and qualifications as related to the scope of work.

Gayle Dobson: Operator of Stanley Park pay courts for 25+ years; manage bookings, staff and programs; Monitor courts; Head coach for various lessons and drills; Runs organized play and events; Promotions Gordon Cheng: Co-Operator of Stanley Park Pay Tennis for 20+ years; Assist with bookings, staff and programming; Head coach for various lessons and drills; Bookkeeping; Sales; Promotions - see CVs

Alternative Solutions

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

Supplier Diversity

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majori	ty owned/controlled/ by: Women	Workforce Diversity: % Women	Social / Environmental Certifications
<u> </u>	accelenter of	200 DEVIEN	BCorp
	Indigenous Peoples	% Indigenous Peoples	
	Non-Profit/Charity	% Ethno-cultural People	BuySocial
	(Social Enterprise)	% People with Disabilities	 Supplier Diversity Certification
Ē.	Соор	% LGBTQ+	Fairtrade
Q	Community Contribution	% Other: please indicate	

Corporation (3C/CCC)		Certification (ie. LEED, ClimateSmart)
Ethno-cultural Persons		,
People with Disabilities		Other: please indicate
□ LGBTQ+		
Other: please indicate		

Programming Diversity

The Park Board is committed to providing programming that promotes diversity, access and inclusion. In the space below, outline the Proponent's approach to supporting equity, diversity, inclusion and reconciliation through the programs and services that will be supplied or supported at the Stanley Park location. Please identify which of the Outline at least three strategies that will be implemented to following diverse populations attract or program to these populations. One of the strategies must include details on how 'low income' participants will be will be targeted for increased access to the programs and accommodated. services you will be offering: We have always supported equity, diversity, and inclusion through our programs and services at Stanley Park and plan to continue with this. Members of our "community" have consistently told us how much they appreciate the welcoming and inclusive ✓ Women Indigenous Peoples environment that we have created together. Ethno-cultural Persons $\mathbf{\nabla}$ "It's a group of people from all walks of life - religion, gender and People with Disabilities \mathbf{A} race - who are welcomed into this tennis community every year." (Testimonial - letter available upon request) \mathbf{V} LGBTQ+ * A women's Open League Team will be organized to encourage \mathbf{V} Gender Neutral more women to play at the highest level (numbers are low), and this team will continue to connect with the V.T.A. * We will collaborate with the V.T.A., LGBTQ+ group, to \mathbf{A} Low Income Newcomers, immigrants organize events, tournaments and drills for their intermediate and higher level players Other: please indicate * We will continue to offer group lessons through the Roundhouse Community Centre which accepts Leisure Access Cards for lowincome individuals to get discounts on programs * We will offer lower priced programs in attempt to make our business accessible to all * We will continue to administer regular court bookings to the V.T.A to ensure accessible, low-cost tennis play for the LGBTQ+ community at all skill levels, thereby contributing to safe and inclusive activities that support health and well-being - ensuring set weekly play times for the V.T.A. fosters a stronger LGBTQ+ community in Vancouver * We will offer to deliver beginner lessons to members of LGBTQ+ community who are new to the sport of tennis, in a low-cost format; this will hopefully attract more women, low-income persons, newcomers and immigrants * We will continue to support the V.T.A. group with their own events. supplying courts to book and prize donations

Work Plan

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.

The Proponent's work plan should also to describe the following:

- The Proponent's Promotions/Marketing Plan
- The Proponent's reservation management/program registration/point of sale system
- The Proponent's risk management and operational policies and/or processes.
 Describe what changes will or could occur in 2021 and 2022 (the second and third year of the
- Describe what changes what of could occur in 2021 and 2022 the second and third year of the contract).
 OPTIONAL (if approved): Describe any interest in providing tennis court management services
- OPTIONAL (if approved): Describe any interest in providing tennis court management services at other specific tennis court locations

Complete the following TABLES A-C:

- Table A Organization and Staff Information
- Table B Program and Fee Information
 Table C Operating Season/Schedules

Work Plan 2020

FEBRUARY:

- Organize implementing an online booking service (try google docs: free online system as similarly used by the V.T.A.), including registration, and develop a new and improved website, use social media for promotions and information
- Schedule Group Lessons for children and adults Roundhouse Community Centre
- Organize Spring Leagues schedule, V.T.A. group play, S.P.T.C. booking needs, Bella Tata's group bookings, Aditya Gupta's Ladder Play Booking
- Schedule weekly programs
- Advertise and plan upcoming events and tournaments
- Review applications and check references for experienced staff and certified coaches
- Acquire this year's business licence, insurance, WorkSafe and contact information
- Inventory office supplies, cleaning materials and tools, and coaching supplies to determine need for coming season
- Acquire new equipment and supplies with an emphasis on being environmentally friendly
- Investigate options for promotional materials, signage and banners and have Parks Board approval by April 1
- · Find out Stanley Park Open Tournament dates for planning, and any other events to work around
- Update our coaching credentials and explore new coaching ideas

MARCH:

- Continue with February plan
- Evaluate potential heron issues for courts #1-6 and ask Parks Board about power washing before herons arrive

- Have a manual booking system in place while implementing the new online system
- Update website to include all pertinent information
- Identify risk management and operational policies or processes
- Supply all promotional material and links to websites and registration site to Parks Board liaison for approval
- Have copies of signed police reference checks by May 1st or before working at Stanley Park
- Ensure facility is ready for April opening

APRIL:

- Work on and offer group bookings, drills, private lessons and group lessons (in addition coordinate with the Roundhouse C.C. for group lessons)
- Provide routine maintenance for courts #1-6
- Continue hiring necessary staff
- Continue with necessary advertising

May:

- Implement regular bookings and programs
- Organize Victoria Day Tournament
- Facilitate league play

JUNE:

- Continue regular programs and league play
- Run in collaboration with the V.T.A. the Ricardo Invitational Tournament (Charity Cancer)

JULY:

- Coordinate with Tennis B.C. the Stanley Park Open Tournament
- Organize the Rookie Tournament, put on by Stanley Park, through T.B.C.

AUGUST:

• Collaborate with the V.T.A. to organize for their annual VIP Tournament, run on Pride weekend

SEPTEMBER:

- Labour Day Mixed Doubles Tournament closing day of regular bookings and programs
- Limited Programs and Lessons, Group Bookings available

OCTOBER/NOVEMBER:

• Write up a summary report of the seasonal operations for the Vancouver Parks Board designate no later than November 15, accompanied by a 3rd party reviewed financial report

2021/2022

• Evaluate last season, adjust accordingly

□Non Profit □Not for Profit	ØFor Profit □Other
Gayle Dobson: Pro-Manager	· -
25+ years at Stanley Park	
Gordon Cheng: Pro-Manager	/-
20+ years at Stanley Park	
Seasonal hiring	
# of Staff in Position	Min. Certifications
# of Vol in Position	Min. Certifications
	□Not for Profit Gayle Dobson: Pro-Manager 25+ years at Stanley Park Gordon Cheng: Pro-Manager 20+ years at Stanley Park 20+ years at Stanley Park Seasonal hiring # of Staff in Position

Service	Age Group	% of	Propos	sed Rates for Se	rvices:
	Targeted	Seasonal Schedule	2020	2021	2022
Programming/Lessons	All ages	45%	see below	raise with cost of living 8%	raise with cost of living 16%
Court Rentals	All ages	40%	\$16/hr		
Leagues	Adults	5%	charge court rental fee		
Ladders	Adults	5%	charge court rental fee		
Tournaments	All ages	5%	\$30 to \$40		
Other, list					
TOTAL		100%			

TABLE B - PROGRAMS TO BE OFFERED AND FEE RATES CHARGED TO THE PUBLIC:

Team Tennis - Adults Private Lessons - Juniors and Adults 50+ Seniors - Adults Drills - Adults Group Sessions - Juniors (with the Roundhouse C.C.) - Adults \$13 \$70 to \$90/hr \$7 \$25 to \$30 - 1.5 to 2 hours \$16/hr \$20/hr

TABLE C - OPERATING SEASON/SCHEDULE:

In 2020	COURT BOOKING TIMES		21
The season will	Start on [date] -	End on [date] -	
Start limited April 1	Regular bookings - May 1st to Sept. 7th	Sept. 8th to 30th - limited	
On Monday the courts will	Open at [time] - 4:00 p.m.	Close at [time] -8:00 - 9:00 p.m.	Depending o Daylight
On Tuesday the courts will	Open at [time] - 4:00 p.m.	Close at [time] -8:00 - 9:00 p.m	Daylight
On Wednesday the courts will	Open at [time] - 4:00 p.m.	Close at [time] -8:00 - 9:00 p.m	1.1
On Thursday the courts will	Open at [time] - 4:00 p.m.	Close at [time] -8:00 - 9:00 p.m.	
On Friday the courts will	Open at [time] - 4:00 p.m.	Close at [time] -8:00 - 9:00 p.m	
On Saturday the courts will	Open at [time] - 9:00 a.m.	Close at [time] -8:00 - 9:00 p.m.	
On Sunday the courts will	Open at [time] - 9:00 a.m.	Close at [time] -8:00 - 9:00 p.m.	
We will be closed/non- operational on the following days Rainy Days	✓Victoria Day ✓Cana ✓Labour Day Other - Open all holidays, 9:00 a.m.	ada Day ØBC Day	
Other Schedule Info	LESSONS available daily 9:	00 a.m. to 9:00 p.m.	
List any expected changes for 2021 and 2022			

APPENDIX 3 COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with 0, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

The Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material, equipment and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, except for GST.

Provide expected annual revenues and costs for the first year of operations and clarify how the PB will benefit financially from this arrangement. Provide as many details as possible. Explain any planned changes from Year One operations in the final row.

PS20191554 - Provision of Services for STanley Park Tennis Court Management QA1 - TABLE D REVISED

TABLE D - REVISED:

DESCRIPTION OF ACTIVITY:	ANNUAL AMOUNT:
GROSS REVENUE:	2020
Revenue from Operations: Court rentals Lessons Leagues Ladders Tournaments Other	\$ 80,000
TOTAL GROSS REVENUE (A)	\$ 80,000
EXPENSES:	
Operating Expenses (Provide detailed description of activities/expenses): Set up fees, Bbq's, Coaches fees, Supplies, Prizes, Office, Misc.	\$ 20,000
Management Fees (Provide description): Management, Coaching, Administration	\$ 36,600
TOTAL EXPENSES (B))	\$ 56,600
NET REVENUE TO THE CITY/PARK BOARD (A-B):	
Total Gross Revenue minus Total Expenses	\$ 23,400
What Financial Deviations Could Occur in Year Two and/or Three of the Contract? See Excel Sheet - separate email attachment	\$

APPENDIX 4 PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	Vancouver Tennis Association, LGBTQ+ Organization
Address (City and Country)	Vancouver, B.C.
Contact Name	Brian Bella
Title of Contact	President
Telephone No.	s.22(1)
E-mail Address	5.22(1)
Length of Relationship	approximately 20 years
Type of Goods and/or Services provided to this Client	booking tennis courts for V.T.A.'s group play,organizing lessons and drills and collaborating on tournaments and events

Client Name # 2	Stanley Park Tennis Club
Address (City and Country)	Vancouver, B.C.
Contact Name	Roger Balakrishnan
Title of Contact	President
Telephone No.	\$.22(1)
E-mail Address	s,22(1)
Length of Relationship	approximately 15 years
Type of Goods and/or Services provided to this Client	booking tennis courts for them, some collaborations

Client Name # 3	Roundhouse Community Centre
Address (City and Country)	181 Roundhouse Mews, Vancouver, B.C., Canada
Contact Name	Silvia Rubino
Title of Contact	Children's Recreation Programmer
Telephone No.	604-713-1810
E-mail Address	silvia.rubino@vancouver.ca
Length of Relationship	approximately 15 years
Type of Goods and/or Services provided to this Client	Children's and Adult Group Tennis Lessons at Stanley Park

APPENDIX 5 CERTIFICATE OF INSURANCE

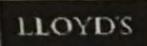
Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

180 INSURANCE

D: 604.737.3450 I T: 1-877-360-6648 I F: 604.333.3401 I sbcinsurance.com 250 - 999 Canada Place, Vancouver, BC V6C 3C1

This email message is confidential, may be legally privileged and is intended for the exclusive use of the addressee. If you received this message in error or are not the intended recipient, you should destroy the email message and any attachments or copies, and you are prohibited from retaining, distributing, disclosing or using any information contained. Please inform us of the delivery error by return email. Thank you for your cooperation

In an effort to promote sustainability and protect our environment, we are no longer automatically mailing hard copies of documents. If you would like hard copies of any of these documents, please let us know, and we will be happy to mail them to you.



ALLSPORT COMMERCIAL OBNERIAL LINEL.ITY INSURANCE -OCCURRENCE MARKEL 1100 MeMule Street, Suite 750

Vancouver, BC VIE 446

CERTIFICATE OF INSURANCE

	et. Na. Maater Pulley No. 3776 AL 5500 Ible 5500	CERTAIN LLOYD'S UNCERWRITERS	S2,000,000.00 LIMIT S2,000,000.00 LIMIT DEDUCTIBLE SS00.00
CROSS LIABLITY CLAUSE INCLUDED SUBJECT TO SODAY'S WIRITTEN NO TICE OF C		earline & Operations to which to	Me metillimte applim:
RECREATION AND ITS AFFILIATED COM ASSOCIATIONS AND SOCIETIES, VANCO BOARD, THEIR OFFICIALS, OFFICERS, E SERVANTS, AGENTS & VOLUNTEERS	MUNITY CENTRE	TENNIS COURT RENTALS	PRO SHOP SERVICES

Undertaking of Insurance



City of Vancouver 453 W 12th Avenue Vancouver, BC V5Y 1V4

Re: Project: Provision of Services for Stanley Park Tennis Court Management Request for Proposals No. PS20191554

> G & G Tennis Services 209 – 1705 Nelson Street Vancouver, BC V6G 1M6

The undersigned, CapriCMW Insurance Services Ltd. Confirms insurance coverage(s) as outlined in the Request for Proposals No. PS20191554 - Insurance will be arranged subject to underwriting on behalf of G & G Tennis Services

Proof of the required insurance coverage will be provided upon award of the contract.

Insurance Agent:

CapriCMW Insurance Services Ltd. 700 – 2025 Willingdon Avenue Burnaby, BC V5C 0J3

Signed:

To:

Dated E&OE / RIC/JGOR

Authorized Representative January 9, 2020, at the City of Burnaby, in the Province of British Columbia

City of Vancouver - 2020-162 - Page 966 of 1148

	VANCOUVER			TO THE PROPOSAL/TENDER
	Section 2 through 8 - to be completed and			
	THIS CERTIFICATE IS ISSUED TO: <u>City</u> and certifies that the insurance policy (p full force and effect.	ol Vancouve policies) as I	er, 453 W 12 th Avenue, V listed herein has/have be	ancouver, BC, V5Y 1V4 een issued to the Named Insured and is/a
	NAMED INSURED (must be the same nam incorporated compan		oponent/bidder and is e	ither an individual or a legally
	BUSINESS TRADE NAME or DOING BUS	INESS AS		
	BUSINESS ADDRESS			
	DESCRIPTION OF OPERATION		_	
	PROPERTY INSURANCE (All Risks Cove	rage includi	ng Earthquake and Floo	d)
	INSURER	1000	Insured Values (Repla	cement Cost) -
	TYPE OF COVERAGE POLICY NUMBER		Contents and Equipment	mprovements \$
	POLICY PERIOD From to		Deductible Per Loss	s
	Property Damage including Loss of Use Products and Completed Operations Cross Liability or Severability of Interest Employees as Additional Insureds Blanket Contractual Liability Non-Owned Auto Liability	Limits of Per Occu Aggregat All Risk T Deductibl	urrence le Fenanta' Legal Liability le Per Occurrence	and Property Damage Inclusive)
-	AUTOMOBILE LIABILITY INSURANCE for INSURER POLICY NUMBER		owned and/or leased veh Limits of Liability - Combined Single Limit	
	POLICY PERIOD From to		If vehicles are insured b	by ICBC, complete and provide Form APV-47.
	UMBRELLA OR EXCESS LIABILITY	1.	Per Occurrence	odily Injury and Property Damage Inclusiv
	POLICY NUMBER to		Aggregate Self-Insured Relention	5
	PROFESSIONAL LIABILITY INSURANCE		Limits of Liability	5
	POLICY NUMBER to to	-	Aggregate	5
	POLICY PERIOD From to		Deductible Per	5
	If the policy is in a "CLAIMS MADE" form	, please spe	Occurrence/Claim cify the applicable Retro	pactive Date:
2	OTHER INSURANCE TYPE OF INSURANCE	100 C	Limits of Liability	
	INSURER		Per Occurrence	s
	POLICY NUMBER IO		Aggregate Deductible Per Loss	s
	TYPE OF INSURANCE		Limits of Liability	
	INSURER		Per Occurrence	s
	POLICY NUMBER Io		Aggregate Deductible Per Loss	s
9				
	SIGNED BY THE INSURER OR ITS AUTHO	DRIZED REP	RESENTATIVE	

APPENDIX 6

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<u>http://vancouver.ca/policy_pdf/AF01401P1.pdf</u>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of <u>**G>ennis Services**</u> (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, <u>**G>ennis Services**</u> (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of <u>G & G Tennis Services</u> (vendor name).

Signature:

Name and Title:

Gayle Dobson, Pro-Manager

APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, _____ Gayle Dobson: Pro-Manager

consent to the indirect collection from Gayle Lynne Dobson

(Print Name of Proponent) of

(Print

Name)

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Jayle Dobson

January 11th, 2020

Signature

Date

APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, _____ Gordon Cheng: Pro-Manager

(Print Name)

consent to the indirect collection from Gordon Kwan Chat Cheng

(Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

January 11th, 2020

Signature

Date

APPENDIX 8 SUBCONTRACTORS

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope				
Subcontractor				
Contact (name, title, email, telephone no.)				
Approximate Percent of the Work to be Subcontracted				
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.			
The Subcontractor's Relevant	1. Project Name:			
Experience (identify at least three similar projects within the last five years, including	Client:			
the client)	Nature of Work:			

Value:
Client Contact:
2. Project Name:
Client:
Nature of Work:
Value:
Client Contact:
3. Project Name:
Client:
Nature of Work:
Value:
Client Contact:

APPENDIX 9 PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 10 CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

APPENDIX 11 PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

VORK EC		Page 1
	Account number	626614-AA
	Payroll report ID	s.21(1)
GORDON CHENG & GAYLE DOBSON G&G TENNIS SERVICES	Due date	Mar 03, 2019
UNIT 209 1705 NELSON ST VANCOUVER, BC VGG 1M6	E-banking number*	s.21(1)
	CRA business #	
ar annual payroll report and payment are due soon.	ations stop?	*For electronic and internet banking
Step 1 Calculate your premium (See th	ne enclosed instruction guide f	for assistance)
Classification unit number and description	7610	STAR
aport amounts in whole Canadian dollars	Sport	s Instruction School
eport amounts in whole Canadian dollars		10,093 .0
Wages, salaries, and shareholders' earnings	7. 5	.0
Payments to subcontractors	10 . 20 15	0.0
Personal Optional Protection	IVAN /	10.093 .0
Total (B + C + D)		10,010
Excess payroll (amount exceeding the annual max. of \$82,700 per worker)		10093 0
G Assessable payroll (E - F)		
H Net premium rate for 2018		2.89%
Premium (G x H)	\$	291.6
		1
		* 291.0
J Sum of all premiums	5	0.0
K Credits applied and amounts involced for 2018		291 0
L Subtotal (J - K)	an	0.0
M Additional credits accumulated as at January 19, 2019		291
N Amount due (L - M) (If this amount is less than \$5.00 you do not need to remit	the amount at this time.)	
Step 2 Report your payroll (Avoid a per	alty by reporting by the due of	late)
Report your payron (Avoid a per		
Option 1: Self-serve reporting anytime	Option 2: Report by mail, fa	Contract of the second second
(preferred by most employers)	 Mail this form and your payment in the 	enclosed envelope
 Visit worksafebc.com and click "Report payroli and pay premiums". 	Drop it off at any WorkSafeBC office	
 Record the confirmation number you receive: 	 Fax the form to 604.244.6490 (toll-fre your payment and the bottom portion 	The second s
If you report this way, you do not need to send us this form	By submitting this report, I declare that I am auth report and that the information on it is true, corre	orized by this employer to make ct, and complete in every recom-
	Print name Goolon C	eng
	Position	0
	s.22(1)	2-19/01/2
	2-2011	tate Carryoly v
Account # 626614-AA	Email address gge Teh	Ding
Payroll ID S.21(1) 1810 (R01/18)	Authorized signature	CARA -
	Keep a photocopy for your records	

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COMMERCIAL PROPOSAL - STANLEY PARK	Appendix 3		
	2020	2021	2022
Revenue from Operations:			
Court rentals, lessons, leagues, ladders, tournaments,	\$80,000	86,400	\$93,312
others			
Operating Costs:	-\$20,000	-\$21,600	-\$23,328
Set-up fees, bbq's, coaches fees, supplies, prizes,			
office, others			
Management Fees:	-\$36.600	-\$39,528	-\$42.690
Management, Coaching, Administration	+00,000	+077020	+ .= 0 / 0
GROSS REVENUE (total amount collected):	\$80,000	86,400	\$93,312
NET REVENUE TO THE CITY/PARK BOARD			
Gross revenue minus total costs:	\$23,400	\$25,272	\$27,294
		90/	1.00/
Financial Deviations which could occur:		8%	16%

From:	"Mark Roberts" <mroberts@tennisbc.org></mroberts@tennisbc.org>
To:	"City Bids" <bids@vancouver.ca></bids@vancouver.ca>
Date:	1/14/2020 12:43:14 PM
Subject:	PS# PS20191554 - Provision of Services for Stanley Park Tennis Court Management-
	Tennis BC
Attachments:	PastedGraphic-1.tiff
	Final RFP Submission TBC.pdf
	TABLE D FINANCIALS YEAR 2.xlsx
	TABLE D FINANCIALS YEAR 1.xlsx
-	

Mark Roberts CEO Tennis BC www.tennisbc.org 604 737 3086 #9

PART C - FORM OF PROPOSAL

RFP No. PS20191554, Provision of Services for Stanley Park Tennis Court Management (the "RFP")

Proponent's Full Legal Name:	Tennis BRITISH COLUMBER.
	"Proponent"
Address: Suite 200 - 1	IZ E 3th Ave
Vancouver B.C	VST IC8
Jurisdiction of Legal Organization:	BETTISH COLUMBIA
Key Contact Person: MARK	ROBERTS
Telephone: 604 737 30	186 #9
E-mail: myoberts@te	innistic.org -

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

JAN 13,2020

Date

MARK KOBERTS -690

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

December 6, 2019

Page C-1

. City of Vancouver - 2020-162 - Page 979 of 1148



Executive Summary

Tennis BC is excited to have the opportunity to submit this bid for Provision of Services for Stanley Park Tennis Court Management.

As the official Provincial Sports Organization for tennis in the province, the opportunity to extend our expertise to the public courts of Vancouver is a natural fit. We currently provide thousands of hours of community outreach tennis programs, leagues, tournaments, coaching certification, officiating, fundraising and support throughout the province.

Our current community outreach programs will be accessible to far more people if Tennis BC is successful in this submission. By having courts that can be booked for our large variety of programs, we will be able to offer the residents of the city of Vancouver the ability to get active, participate in social tennis networks, integrate into the broad tennis community and learn our sport in a low cost, simple to use, accessible and inclusive framework.

Tennis BC has the leadership, technology, operational systems, safesport policies, professional dedicated staff, partnerships, and financial ability to create a legacy of public court tennis that will be the first of its kind in Canada. Tennis has traditionally operated within private tennis clubs that many people do not have the means to participate. The ability to offer the same tennis programs as private clubs, in a very cost effective and inclusive way on public courts, will allow for significantly higher participation levels and engagement. Our plan includes programs for 100% of the diversity programs the city is committed to.

Our plan creates a framework of future growth that will provide both the opportunity for more people to play tennis as well as increased financial returns to the city over time. Our technology platform will allow for online booking, payments, tracking and accounting with reporting that is clear and transparent. This convenience will allow players to plan their tennis bookings within their busy schedules and play more frequently.

As the partnership grows, Tennis BC, as a not for profit, will be able to increasingly invest in tennis programs and create new ways to not only grow the sport but also provide more support for low income participants to get active and enjoy the game. Our plan supports growth to other tennis courts around the city in year one with the potential to grow further in future years.



Proponent Overview and Corporate Experience

Tennis BC, established in 1881, is the official Provincial Sports Association that organizes tennis in the province of British Columbia. Our organization is one of the longest serving provincial sports organizations in the country. We are a not-for-profit society, guided by a board comprised of volunteer representatives of our member clubs. We partner with the government of British Columbia, Tennis Canada, Tennis BC Member Clubs and a variety of sponsors, partners, municipalities and other organizations to deliver a broad range of services to tennis players around the province.

Our mandate is "To inspire and Enable Tennis in British Columbia".

Our Vision: "Tennis BC will be the leader in creating innovative tennis pathways that support health and well-being in our communities".

Tennis BC delivers a large assortment of tennis programs at all levels of participation. We are a fully staffed organization with five full-time and five contract staff operating throughout the province. In partnership with our member clubs and various community associations, we are able to deliver grassroots learn to play tennis events, community outreach programs and high performance events. We have well-established programs that players, clubs and municipalities can access to support coaching, facilities development, event management, training systems, recruitment, officiating, rankings and team selection. We operate numerous events at our member club and municipal facilities, including the largest tennis tournament in the world, the Leith Wheeler Stanley Park Open, which will celebrate its 89th edition in 2020.

Tennis B.C. is based in Vancouver with a valid City of Vancouver Business licence and no history of litigation or claims. We have over 22,000 individual members, serve 77 member clubs, sanction over 350 tennis events per year and an annual budget of \$1.4M. Tennis BC has more tournament playing senior players than any other province and has over 3,800 players in the men's and ladies Provincial leagues. Annually, Tennis BC certifies more than 80 new coaches and conducts numerous coaching development courses. Our bi-weekly online newsletter reaches over 7,000 subscribers.



Corporate Capability

Tennis BC is the official Provincial Sports Organization for Tennis and is uniquely qualified to operate public tennis court management.

Tennis BC has annual revenues of \$1.4m and our financial statements are independently audited and publicly available annually. We are governed by a volunteer board of professionals including one or more Chartered Accountants who act as the Finance and Audit Committee Chair. The Finance and Audit committee meet monthly to discuss financial results with the CEO and regular reports to the board. Our financial performance over the past 5 years is exemplary and the management team has consistently overachieved in its financial performance.

Every 5 years a strategic plan is developed with input from board, staff, membership, partners and the tennis community. This plan is reviewed at all board meetings and a formal review is conducted annually. Tennis BC has achieved all of its major strategic initiatives over the past 5 years. Part of the current 5-year strategy is to create a partnership with municipalities to implement and operate tennis programming on public courts.

Tennis BC has a strong and growing leadership team. The organization is supported by 10 full time or part time staff, a growth of 40% over the past 5 years. We have a dedicated Chief Executive Officer, marketing professional, community outreach leader and player development leader, along with multiple support positions. Should Tennis BC successfully be chosen to partner with the city, a new role will be created to oversee public tennis operations.

In addition to the Tennis BC leadership team, we have a strong and integrated partnership with Tennis Canada with access to all their resources including safe sport and code of conduct policies, funding, coaching development, facilities, officiating, technologies and marketing.

Key Leadership Team

CEO Tennis BC – Mark Roberts Director of Player Development – Sarah Kadi Director of Community Development – Jeannie Rohr Director of Marketing and Communications – Khristina Blajkevitch Director Tennis BC Membership and PlayTBC – Rosemary Erb Director of Facility Development – TBD assuming RFP awarded to Tennis BC.

Resumes of top 4 key personnel attached.



Scope of Work

Management of Tennis Courts

Tennis BC will use ClubSpark, a flexible digital tool that manages registrations, membership, and court bookings (see attached and or this website <u>http://clubspark.com/for-sport-bodies</u>). ClubSpark software is Tennis Canada's recommended facility software. This software is used extensively across England, Canada and Australia and the developer works with the leading tennis nations in the world including the USTA, Tennis Canada, The All England Club and the Australian Tennis Association

- The system will be open to all and accessible through the web. Players will register into ClubSpark software and the software will be used for online court booking lesson registration, ladder and league signup.
- All payments will be done online and recorded through the system.
- Support for the system will be provided through Tennis BC staff at Tennis BC offices should anyone need extra help.
- A handheld platform will be added to the system as well.
- The system will accept bookings at multiple locations throughout the city
- Clubspark has a sophisticated integrated accounting package that will record all online payments
- This revenue will transfer to Tennis BC's accounting system and personnel for income statement preparation
- Audited statements completed every July by an independent auditor who will verify the revenue
- Tennis BC is not intending to accept cash for any programs as this will add an element of
 risk to staff and further require regular banking deposits. On site sign up will be
 permitted with payment procedures through credit cards or debit cards.
- ClubSpark will have all court times on-line at all times. Each day of operation will show what courts are available for court booking, lesson programming, league play or any other type of court booking.

OPERATIONS

Tennis BC will have certified tennis professionals at all locations. During all peak periods Tennis BC will also have staff onsite to support the professionals.

- All staff will be fully trained and certified in Tennis Canada and Tennis BC's Safesport
 policies, and all Tennis BC's policies including code of conduct, social media, bullying and
 Harassment, etc
- Tennis BC staff will wear Tennis BC supplied logo'd tennis wear, signage on site will be professionally produced and represent Tennis BC's brand.



- Tennis BC will hire an additional resource to oversee all tennis operations (see attached organization chart)
- Tennis BC has an operational safety and emergency plan for the facility (see attached)

TOURNAMENT BOOKINGS

Outside of the Stanley Park Open Tennis Tournament (July 3- 19, 2020) we will work with the community to help organize tournaments, league, and facilitate play in order to help maximize competitive play for various user groups. Tennis BC currently operates or supports over 350 tournaments a year throughout the province.

TENNIS LESSONS

Tennis B.C. will provide lessons daily to individuals and groups of all ages and abilities. We anticipate 30% of the occupancy of the courts will be programmed lessons. All lesson programs will be identified by day and time and signup available on-line through ClubSpark. We will have certified professionals for all levels of play, and we will market the programs through our strong social media, newsletter, media suppliers and networking channels. (see attached program calendar). Tennis BC currently organizes and implements all coaching certification for the province and will prepare additional coaching certification classes as needed.

The diversity of programs offered will benefit those who currently play tennis as well as those who are yet to be introduced to the game of tennis. The variety of programs will accommodate many new players at all levels of ability, aspirations and ages.

- KIDS TENNIS
- SUMMER CAMPS
- SCHOOL PROGRAMS
- COMMUNITY OUTREACH PROGRAMS
- WHEELCHAIR TENNIS
- CLINICS
- LEAGUES
- TEAM TENNIS
- INSTRUCTION
- GENERAL PLAY
- SANCTIONED TOURNAMENTS AND EVENTS



Key Personnel

CEO Tennis BC - Mark Roberts

Mark has been the CEO of Tennis BC for 5 years. He is an experienced business leader and former national tennis team player and touring professional. Mark will directly oversee the manager of facilities and the public court program

Director of Player Development - Sarah Kadi

Sarah is a highly certified coach and leads all player development with 2 resources reporting to her. She has been at Tennis BC for 9 years and works closely with Tennis Canada in numerous roles. Sarah will oversee all tennis development programs on public courts.

Director of Community Development - Jeannie Rohr

Jeannie is a former collegiate tennis player and has been involved in tennis development for over 30 years. She is a former a club head professional and her passion is to direct outreach programs to under-represented groups and to get new players to the game. Jeannie will oversee all community outreach programs on public courts.

Director of Marketing and Communications - Khristina Blajkevitch

Khristina is a former professional tennis player who has worked with Tennis BC for 4 years as the director of communications and marketing. She is responsible for all marketing planning, execution, social media and sponsorships. She will lead all marketing programs on public courts.

Director Tennis BC Membership and PlayTBC – Rosemary Erb Rosemary is a national senior tournament player and is responsible for all membership, new player signup, ClubSpark and PlayTBC development. She will be responsible for all reporting

from ClubSpark.

Director of Facility Development – TBD assuming RFP awarded to Tennis BC. This role is designed to manage all facilities that Tennis BC has under contract for both indoor and outdoor tennis.

Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility. Describe experience and qualifications as related to the scope of work.

Alternative Solutions

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

Supplier Diversity

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majori	ty owned/controlled/ by:	_	orce Diversity:	Social Certifi	/ En∨ironmental cations
	Women	70%	Women		DC-m
	Indigenous Peoples	%	Indigenous Peoples	L	BCorp
X	Non-Profit/Charity	20 %	Ethno-cultural People		BuySocial
	(Social Enterprise)		•	0	Supplier Diversity
		%	People with Disabilities		Certification
	Соор	%	LGBTQ+		Fairtrade
	Community Contribution	%	Other: please indicate		
		%	other: please indicate		Green Business

Corporation (3C/CCC)	Certification (ie. LEED, ClimateSmart)
Ethno-cultural Persons	
People with Disabilities	Other: please indicate
LGBTQ+	
Other: please indicate	

Programming Diversity

The Park Board is committed to providing programming that promotes diversity, access and inclusion.

In the space below, outline the Proponent's approach to supporting equity, diversity, inclusion and reconciliation through the programs and services that will be supplied or supported at the Stanley Park location.

 Indigenous Peoples Ethno-cultural Persons People with Disabilities LGBTQ+ Gender Neutral Low Income Newcomers, immigrants Other: please indicate 	 Ethno-cultural Persons People with Disabilities LGBTQ+ Gender Neutral Low Income Newcomers, immigrants 	attract or program to these populations. One of the strategies must include details on how 'low income' participants will be
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PROGRAM DIVERSITY

Women's Programs

- 1. Create "red ball" entry level Women's programs
 - Collaborate with YMCA and YWCA Vancouver branches, Round House and West End community centres to create new 2x week program for women introducing them to red ball tennis.
 - o Create ladies red ball team tennis
 - create a continuum of NTRP programs to progress players to fit into feed move into Tennis BC leagues.

**Subsidies will be available to low income participants

- Create 55+ Women's group to re-engage senior women back into sport and fitness Weekly program attached to West End community center for fitness programs 1-2 times per week (day).
- Create Women's program with YWCA Crabtree Community Centre for low income single moms)
 - Initial program to take place at YWCA downtown site to introduce Mothers and their Children to tennis. Program will include FMS (fundamental movement skills) training and include simple skills they can do at home.
 - o Invite participants to play in red ball women's program at SP courts.

**Program will be subsidized in collaboration with YWCA and Tennis BC for low income participants

Indigenous Peoples

1. Offer PE tennis sessions to 4 inner city elementary schools with high indigenous population with a field trip jamboree team tennis event to SP courts.

**program will be subsidized from funds raised through the Tennis BC fundraiser in partnership with CLICK (Contributing to Lives of Inner City Kids) including fee for bus transport etc. Xpey' Elementary School, Lord Strathcona, Britannia and Thunderbird Elementary.

- 2. Reach out to Friendship Centre to create a special family event on Aboriginal Day on June 21st at SP courts.
- 3. Create spring kids team tennis program at Musqueam Community Centre with final team tennis event at SP courts on Aboriginal Day.



Ethno-Cultural, Newcomer, Immigrants

 Create entry level red ball programs to introduce newcomers, immigrants and ethno-cultural groups to tennis from organizations such as YMCA, Mount Pleasant Neighborhood House, Kitsilano Neighborhood House, Family Services of Greater Vancouver, Pacific Immigrant Recourses Society (Vancouver Early Years Refugee program), YWCA Women's program, MOSAIC

** Program will be subsidized for low income participants

- 2. Create a continuum of NTRP programs to progress players to fit into feed move into Tennis BC leagues.
- Create team tennis social play opportunities and invite participants to events at SP courts

LGBTQ+

1. Reach out to Qmunity (LGBTQ Community Centre) and Vancouver Pride Society to create program for entry level "red ball" tennis to attract new players to the game.

** offer subsidies for low income participants

- 2. Create tennis social mixers with VTA club and Gender Neutral events to integrate new members to the VTA club and other social tennis play opportunities
- 3. Partner with VTA to present Pride Tournament and other LGBTQ team events

Gender Neutral

- 1. Instant tennis entry level programs to attract new players
 - o Offer "Instant Tennis" entry level program for new players
 - Create NTRP level programming for continuum of play
- 2. Gender neutral team tennis programs and team tennis special events
- 3. Gender Neutral city public court leagues played on SP and other city public courts

People with Disabilities

- 1. Create CAN (Canucks Autism Network) programs and special events
 - Summer camp
 - o Try it event during LWSPO/integrate CAN with families
 - Parent and Child event at SP courts
 - Ongoing weekly program



** Partnership with CAN and TBC to subsidize low income families for programs

- 2. Partner with Wheelchair Tennis to offer practice sessions & special events
 - Try it events to attract new players to tennis
 - Practice sessions for existing players
 - o Wheelchair Tennis tournaments/special events
 - o Team tennis event integrating able bodied and wheelchair persons

** Partnership with BC Wheelchair Tennis to offer subsidies for players and families of low income

3. Partner with BC Blind Sports to create a Blind Tennis event/program

Other: Player Development

- 1. Work with the Tennis Canada Regional Training Centre to provide additional training and competitive opportunities for BC players
- 2. Run interprovincial team competition (BC/AB/ SASK/ MANITOBA)
- 3. Run athlete development programs to help increase sport participation outside of tennis.
- 4. Athlete Combine

Additional weekly programming to include:

- Private / semi-private / group sessions
- Adult Programs / Leagues
- Novice Practice
 - o Team Tennis Play
 - o Ladder
 - o 2.0+ League play
 - o Organized TBC League Play
 - o VTA / Stanley Park Tennis Club bookings



WORK PLAN

No later than March 1 or as early as possible (Assuming bid has been awarded)

Tennis BC will:

- publish and market all programs to begin April 1st
- Publish all programs for sign up on ClubSpark software
- Hire and train staff and coaches
- Purchase all necessary coaching equipment
- Order all required signage and onsite marketing materials
- Coordinate with local schools to be able to offer school try-it days
- Finalize detailed operating and safety plans based upon final RFP requirements
- Coordinate with groups who require court booking block times during the season to ensure all courts are properly reserved
- Finalize dates for all community outreach programs



Marketing & Promotions Plan

Tennis BC has a dedicated marketing contractor for all Tennis BC events and programs. Our network is large, and we use a variety of platforms to market our sport. This network will be leveraged for all public court programs. Our public court branded programs will be based upon our newly formed PlayTennis BC (Play TBC).

- Digital Platforms used:
 - o Instagram
 - 1,338 followers
 - Multiple posts per week
 - Facebook
 - 2,183 page follows
 - Multiple posts per week and blog article links
 - o Twitter
 - 1,128 followers
 - Multiple posts per week and blog article links
 - o MailChimp
 - 7,145 subscribers to our bi-weekly newsletter (the Tennis BC Insider)
 - 33.5% open rate (industry average: 16.76%)
 - 6.19% click rate
 - 28 editions of the Tennis BC Insider sent in 2019
 - 12 Leith Wheeler Stanley Park Open daily updates sent during LWSPO 2019
 - o Flickr
 - Photo albums after events
 - 13,206 photos
 - Websites
 - TennisBC.org (2019 statistics)
 - 84,612 users
 - o 84.48% in Canada
 - o 30% in Vancouver
 - o 6.38% in Surrey
 - o 5.22% in Burnaby
 - o 3.81% in Richmond
 - o 3.65% in West Vancouver
 - o 3.26% in Coquitlam
 - o 2.65% in Victoria)
 - 260,548 sessions
 - Average 3 sessions per user
 - 759,464 Pageviews



- Average 2.91 pages per session
- Average session 00:02:45
- StanleyParkOpen.com (2019 statistics; Stanley Park Open event duration is three weeks long annually)
 - 10,320 users
 - o 41.09% in Vancouver
 - o 4.96% in North Vancouver
 - o 4.89% in West Vancouver
 - o 4.28% in Surrey
 - o 4.25% in Burnaby
 - a 3.71% in Richmond
 - o 2.20% in Coquitlam
 - 19,516 sessions
 - Average 1.89 sessions per user
 - 54,030 Pageviews
 - Average 2.77 pages per session
 - Average session 00:01:33
- Leith Wheeler Stanley Park Open
 - North America's largest grass roots amateur tennis tournament
 - o 1,500 entries annually
 - 17 days long every July
 - 2020 will be the 89th year the event is held (at Stanley Park)
 - Held at the Stanley Park Tennis Courts overlooking Vancouver's famed English Bay, the event boasts an array of age categories and levels: from first-time competitors to local tennis heroes, juniors to adults, and international competitors.
 - The LWSPO is inclusive: A unique feature of this event is there is an event for all ages, levels, genders, etc.
 - The LWSPO is a celebration of tennis and prides itself on the fun, family and community atmosphere created throughout the event
 - 0
 - Radio
 - 1,702,600 audience impressions (adults 2+) in 2019 during Stanley Park Open in July
- Other
 - Informational Brochures
 - Consistently updated program and event posters mailed out to 80 Member Clubs across BC, Member Clubs display this information to their membership (club membership varies from 50 members to 10,000+ members)



PlayTBC Marketing

- Dedicated marketing professional: Khristina Blajkevitch
- Digital:
 - A new user-friendly website for program information and registration called ClubSpark (a tennis-specific digital platform being used internationally); currently being developed for PlayTBC
 - Direct promotion via newsletter and social media; to existing social media audience and newsletter subscribers (see numbers on previous page)
 - Option to boost social media posts and use of Google Ads.
 - A section of TennisBC.org dedicated to PlayTBC
 - Year-round campaign built around PlayTBC, which will not just feature the programs and opportunities, but also educate people about the importance of a healthy lifestyle, sport for life, SafeSport and more.
- Brand new creative assets: brochures, posters, etc,. specific to PlayTBC
 - o Our 80 Member Clubs will support the distribution of these assets
 - Further outreach through our existing partners such as Odlum Brown VanOpen, Girls in Action, Canucks Autism Network and various community centres.
- As the governing body of tennis in British Columbia, our brand has been established for over 100 years as a trustworthy and reliable provider of tennis events and programs. This existing brand awareness and customer advocacy is a huge advantage when starting new programming.



RESERVATION AND PAYMENT SYSTEM CLUBSPARK



ClubSpark will enable clubs to digitally organize:

COURT BOOKING PROGRAMMING

MEMBERSHIP



ClubSpark will enable clubs to digitally organize:

PROGRAMMING

MEMBERSHIP

COURT BOOKING

 Publish court booking schedules online
 Accept online reservations and payments
 Customize court

schedules, fees and booking privileges



COURT BOOKING

Publish Court Booking Schedules Online

- Allows club users to view court availability 24/7
- Customize who can view court booking schedule (everyone, members-only, club admin-only)
- Easily setup and customize recurring/block bookings
- Publish programs, tournaments & other events to court schedule
- Customize schedule to allow players to see names of other players
- Setup booking for other resources (ex. Ball machine, meeting rooms etc.)



COURT BOOKING

Accept online reservations and payments

- Allow members and non-members to book courts online any time of day
- Allow users to easily pay online through a hassle-free payment system that is built into ClubSpark.
- Customize refund window. Users are automatically refunded their money within that window of time.
- Club administrators can also add front-desk bookings and record cash payments through ClubSpark admin account

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E Co	urt 1 (Grass)	>	7
Th Th	u 23rd May	>	
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6:00 mm			
6:30 pm			
6:30 pm 7:00 pm	BOOKING	25.00	
Street of the local division of the local di	800KING \$5.00	£5.00 £5.00	
7:00 am			

PROGRAMMING

Accept online registration and payment for all programs

- Allow users to register and pay online for courses, classes and camps. Users can pay in seconds through ClubSpark's built-in payment system.
- + Allow parents to register and pay for multiple children in one transaction
- Allow users to view the number of spots available in a program
- Share program registration links via email/newsletters
- Club administrators can also add registrations and record cash payments through ClubSpark admin account



MEMBERSHIP Develop and manage a database of tennis players

- Easily access and email members through ClubSpark database
- + Streamline membership renewals for players
- + Identify lapsed members and send renewal reminders
- Sort and filter members by age, gender, and customizable contact tags





Head Office: 200 - 112 E. 3rd Ave Vancouver, BC V5T 1C8 Phone: 604.737.3086 E-mail: info@tennisbc.org

EMERGENCY RESPONSE PLAN

Company Name: STANLEY PARK TENNIS COURTS Location: 8901 Stanley Park Dr, Vancouver BC V7G 3E2 Date plan completed: January 2020 Signed:

Emergency Response Coordinators: **to be confirmed at time of set up**

Primary Contact: Name: Telephone number: Other telephone number: Email:

Secondary Contact:

Name: Telephone number: Other telephone number: Email:

Emergency Contact Numbers

Police / Fire / Ambulance: **911** Hospitals: 1) St Paul's Hospital, 1081 Burrard St. 604.806.9090 2) Vancouver General, 899 W 12th Ave. 604.875.4111 Poison Control Centre: 604.682.5050

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EMERGENCY RESPONSE PLAN

Potential Emergency Situations:

The following potential emergencies have been identified:

1. Medical Emergencies

- Call 911 for ambulance and/or use basic first aid as appropriate to the situation
- Maintain calm around the situation. Ensure that medical personnel have access to the injured person or people

2. Fire

- Call 911 for fire department
- Use bullhorn to evacuate everyone to the designated safe area
- If possible, try to extinguish fire with the fire extinguisher

3. Extreme Weather

Use bullhorn to announce the need to end all ongoing activities

4. Power Outage

- Assess the situation and possible cause of the outage. If necessary, call BC Hydro at 1.800.224.9376 or *hydro on your cell phone
- Re-assess after the cause is determined. All activities may need to be delayed or ended with use of bullhorn

5. Earthquake

- Initial response during the earthquake is drop, cover and hold on.
 After the shaking stops, stay in place for a count of 60 before getting up. If shaking starts again while counting, start your count from zero (0) again
- When safe to move, stay calm and look for any hazards that may have occurred and need to be addressed. Also check for any injuries and get help if needed
- Advise everyone that all activities are cancelled and that priority is to now get everyone to safety

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EMERGENCY RESPONSE PLAN

Location of Emergency Equipment: **to be confirmed at time of set up**

Fire extinguisher(s): Tennis BC trailer

First Aid Kit: Tennis BC trailer

Personal Protective Equipment (PPE):

Other:

EMPLOYEE EMERGENCY CONTACT INFORMATION

Employee Name	Contact Number(s)
TENNIS BC OFFICE	604.737.3086
MARK ROBERTS	5.22(1)
SARA KHADI	
JEANNIE ROHR	
DANIELLA SILVA	
IKA SETYAWATI	
ROSEMARY ERB	
SANDRA HONG	

DESIGNATED SAFE AREAS:

Safe Area #1: grassy field west of tennis courts

Safe Area #1: tennis courts beside Tennis BC trailer





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HIRING ACTIVE TPA CERTIFIED COACHES

The Tennis Professionals Association (TPA) is Tennis Canada's coaching development arm and strives to be a world leader in the coaching profession through world class training and support.

What Does It Mean to be Active TPA Certified?

- Trained/certified under TPA's Gold Standard curriculum (highest level awarded by International Tennis Federation)
- Personal liability insurance up to \$2MM
- Valid updated background check on file
- Signed Declaration & adherence to TPA Code of Conduct
- Ongoing professional development every 2-4 years based on certification level

Support tennis industry best practices by hiring active TPA certified coaches at your club



Important Benefits for Your Club or Organization

Risk Management & Safe Sport

All TPA certified coaches have:

- \$2MM personal liability insurance
- Safe Sport education including Making Ethical Decisions, Rule of Two, communicating positively with children, and more

Clubs/organizations also benefit from:

- Enhanced pre-employment screening via online background checks, Code of Conduct and Coach Declaration
- Access to Safe Sport expert for consultation, conflict resolution/ complaint management
- Background checks stored safely online with global screening provider Sterling Talent Solutions

Membership Growth & Retention

- Different levels and streams of certification to hire the right professional for your membership
- TPA coaches are trained in total athlete development, customer service, programming facilities, conflict resolution, Quality Standards in Kids Tennis, and other key competencies
- Club Pro 2 and above are trained on the club management business (recommended certification level for Club Leaders)

Access to World-Class Resources

- Access global resources & best practices such as Tennis Canada proprietary materials, ITF i-coach and TPA Partner resources
- Members only TPA website with video/written resources
- Extensive curriculums for both adults and juniors
- Access to TPA conferences/ workshops on a variety of topics

Reputation in Your Community

Be known as a facility that prioritizes:

- Professionally trained coaches
- Continuing coach education
- High standards and integrity
- Safe Sport best practices that ensure the safety of participants

Quality Coaching for Your Members/Participants

TPA coaches are:

- Trained under world-class curriculum
- Evaluated on a competency-based system with rigorous testing
- Up to date with latest coaching trends and best practices
- Committed to ongoing professional development every 2-4 years based on certification level
- Trained in technical, tactical, mental, sport science and physical player development
- Able to easily upgrade their skills through online TPA courses

Product Discounts

- Product discounts available on all TPA e-store inventory
- TPA e-store offers a wide range of equipment that can benefit your club/organization including tennis balls, ball hoppers, mini-nets, Kids Tennis Equipment, court markers, and more
- Over 20 different brands available through TPA e-store

Other benefits of TPA website:

- Job postings on TPA Job Boards
- Access to database of Active Certified professionals

For more information, visit www.tpacanada.com





TENNIS CANADA - SAFE SPORT SCREENING AND EDUCATION



As of June 30th, 2020, it will become <u>mandatory</u> for everyone that is coaching, instructing, or assisting and that is in a position of authority in all indoor and outdoor clubs in Canada to complete safe sport screening and education.

HOW CAN SAFE SPORT SCREENING AND EDUCATION BE ACHIEVED?

There are three methods of completing safe sport screening and education:

- <u>Certification</u>: these comprehensive courses last several days and offer various levels of certification for instructors, club professionals, and coaches. Certification ensures proven competencies and is highly recommended for any individual involved in teaching tennis or running tennis programming. Certification includes all benefits of Tennis Professionals Association (TPA) membership including liability insurance.
- 2. Community Tennis Facilitator Training: this <u>non-certification</u> five-hour in-person course plus online education/training includes safeguarding education, importance of quality standards to ensure retention and growth, age appropriate equipment, organizing play activities, and communicating effectively with children. This course costs \$69 and includes all benefits of TPA membership except liability insurance.
- 3. Safeguarding only: this online-only option includes safe sport screening and education. This option costs \$30 and offers no specific tennis training, certification, or benefits of TPA membership.

Note: all three methods include the four mandatory components of safe sport screening and education listed below.

For further information and for course registration, please visit the <u>TPA website</u>. Please note that registration for the Community Tennis Facilitator Training will be available at the end of February and registration for the Safeguarding online course will be available at the end of January.

COMPONENTS OF SAFE SPORT SCREENING AND EDUCATION

The safe sport screening and education process includes the following components:

1. Education: online Respect in Sport Module - must be completed every three years.

The Respect in Sport training is designed to help coaches by providing them with important knowledge and tools to ensure they are better placed to manage sensitive situations in the correct manner and with the utmost respect for the athlete.

- 2. Background Check: police record check through Sterling Backcheck must be completed every three years
- 3. Declaration of Character*: online form must be completed once a year
- 4. Signing of the code of conduct*: online form must be signed once a year

*May be completed following registration.

WHY IS SAFE SPORT SCREENING AND EDUCATION IMPORTANT?

- It reduces the liability for Board members and coaches: Liability can extend to not only the perpetrator of the
 act, but also to an organization "sufficiently close" to make a claim of vicarious liability appropriate.
- We have an ethical and moral duty to implement safeguarding and protect our athletes.
- We need to work together to protect our athletes, coaches, officials, administrators, volunteers, and many other stakeholders that enjoy our sport every day in indoor and outdoor clubs.
- It is imperative that all persons in positions of authority be held to a high standard of conduct.

More information on the importance of safe sport screening and education can be found on the Tennis Canada website.



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RECORDS MANAGEMENT



POLICIES AND PROCEDURES

Title: Respectful Workplace	Policy Number: RW-2017
Effective Date: October 2017	Supercedes:
Date Approved by the Board: Oct 2017	Pillar: HR

Tennis B.C. is committed to providing a work environment that is respectful, professional, and free of bullying and harassment and unlawful discrimination. All employees at Tennis B.C. have the right to work in such an environment. Bullying and harassment and unlawful discrimination are neither acceptable nor tolerated at Tennis B.C.

A. APPLICATION

This policy applies to communications and interactions between employees, which for the purposes of this policy includes Tennis B.C. employees, self-employed independent contractors and members of the Board (together "Employees"), or between Employees and members of the public, athletes, coaches, officials, suppliers, vendors and others with whom Employees interact in the course of their employment.

This policy applies to Employees while they are at the workplace or on work time, including at off-site work assignments; at employment-related functions or events; when communicating by telephone or electronically; or in situations where there is a connection to the workplace or Tennis B.C.'s business or operations.

B. DEFINITION

1. Bullying and Harassment

In this policy, Bullying and Harassment is any inappropriate conduct or comment by a person (including Employees) towards an Employee that the person knew or reasonably ought to have known would cause that Employee to be humiliated or intimidated or otherwise constitutes a threat to the health or safety of the Employee.

Examples of words or actions that might constitute Bullying and Harassment include, without limitation:

- a) verbal statements such as derogatory comments, slurs, innuendo or unwanted sexual invitations or comments;
- b) negative physical contact, such as assault, blocking or impeding of normal movement, or interference with work;
- c) inappropriate communication over e-mail or social media or by other electronic means; and
- a pattern of behaviour that humiliates, intimidates, offends or degrades the Employee or a group of Employees.

To constitute Bullying and Harassment, there must be:

Policies & Procedures – Bullying and Harassment

Page 1 of 6

- a) repeated conduct, comments, displays, actions or gestures with a lasting, harmful effect on the Employee; or
- b) a single, serious improper or unacceptable interaction, incident, event or situation that has a lasting, harmful effect on the Employee.

Bullying and Harassment can occur even where there is no intention to bully or harass.

2. Unlawful discrimination

Discrimination is improper or unacceptable conduct that is related or connected to a prohibited ground of discrimination in employment under the applicable provincial human rights legislation ("Discrimination"). Prohibited grounds of discrimination, which may vary by province, may include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, gender identity or expression, age, or conviction of a criminal or summary conviction offence that is unrelated to employment or intended employment.

Sexual harassment is a form of Discrimination. Workplace sexual harassment can involve unwelcome words or actions associated with sex, sexual orientation or gender identity or expression that are known or reasonably ought to be known to be offensive, embarrassing, humiliating or demeaning to the Employee or a group of Employees. Such conduct includes, without limitation, unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature particularly when: (i) submission to the conduct is made either explicitly or implicitly a term or condition of employment or a basis for employment decisions; or (ii) the conduct has the purpose or effect of unreasonably interfering with an Employee's work performance by creating a humiliating, intimidating, hostile or sexually offensive work environment.

3. Conduct that is **not** considered Bullying and Harassment or Discrimination

Not every unpleasant or negative interaction, incident, event or situation in the workplace is Bullying and Harassment or Discrimination.

Nothing in this policy restricts the legitimate and good faith exercise of supervisory or managerial rights and responsibilities, without limitation:

- a) giving advice;
- b) assigning, scheduling or changing work;
- c) performance appraisal;
- d) performance or behaviour correction;
- e) discipline or termination of employment for cause; and
- f) reasonable action taken by a supervisor or manager relating to the management and direction of the Employee and the workplace.

The following conduct is also not considered Bullying and Harassment or Discrimination within the scope of this policy:

- a) respectful discussion of different points of view;
- b) the freedom of individuals to choose with whom to socialize in activities not related to the workplace;
- c) interpersonal conflicts or relations unless humiliating, intimidating or threatening to health or safety; and
- d) different communication styles so long as those communication styles are within the reasonable limits of respectful workplace interactions.

c. REPORTING AND INVESTIGATING

1. General

Employees are expected to report all alleged or suspected Bullying and Harassment or Discrimination to a supervisor or manager as soon as possible after experiencing or witnessing the interaction, incident, event or situation of concern.

All complaints of alleged or suspected Bullying and Harassment or Discrimination will be investigated by Tennis B.C. or its delegate.

In order to encourage timely resolution, complaints of alleged or suspected Discrimination made more than six months after the interaction, incident, event or situation experienced or witnessed may not be accepted for response by Tennis B.C..

2. <u>Reporting process for all Employees</u>

An Employee who believes that he or she has experienced Bullying and Harassment or Discrimination, or an Employee who believes that he or she has witnessed Bullying and Harassment or Discrimination (the "Complainant"), should follow the below procedure:

- a) If possible and the Complainant is comfortable doing so, he or she should calmly approach the alleged offender (the "Respondent") and inform the Respondent that his or her behaviour is offensive, unwelcome and contrary to Tennis B.C.'s policy and ask that it immediately stop and not be repeated.
- b) If the Complainant is not comfortable approaching the Respondent or if the situation does not resolve, the Complainant should bring the matter to the attention of his or her supervisor or manager or Human Resources.
- c) Complainants can report alleged or suspected Bullying and Harassment or Discrimination verbally or in writing.

As soon as possible after a report is made, the Complainant will be asked to provide a full account, to the best of his or her ability, regarding the interaction, incident, event or situation in question. The account will generally be in writing (except in extraordinary circumstances) and should include:

• names of the parties involved;

- names of any witnesses;
- location, date and time of the alleged or suspected Bullying and Harassment or Discrimination;
- details about the interaction, incident, event or situation, including any photographs, documents, e-mails or other physical or electronic evidence; and
- anything further that is relevant and would assist in the investigation.

In the event that a Complainant does not proceed with a formal complaint, Tennis B.C. may still initiate an investigation if deemed necessary to ensure workplace health and safety and comply with any applicable statutory or legal obligation.

The procedure outlined in and supporting this policy does not prevent a Complainant from filing a complaint or claim under human rights or occupational health and safety legislation, or making a police report.

D. RESPONSE TO COMPLAINTS

Tennis B.C. will promptly respond to all complaints it receives. Its response to complaints may range from facilitative intervention to a traditional investigation.

After receiving a complaint, in some cases, Tennis B.C. may take steps to address immediate concerns, such as safety, prior to coming to a determination on the merits of the complaint.

1. Facilitative intervention (informal)

Facilitative intervention may include, without limitation:

- a) coaching the Complainant on how to approach the Respondent to pursue resolution;
- b) educating the Complainant and the Respondent about Tennis B.C.'s policy;
- c) reinforcing behavioural guidelines and expectations with the Complainant and the Respondent; and
- d) pursuing and facilitating mediation between the Complainant and the Respondent.

2. <u>Traditional investigation (formal)</u>

If facilitative intervention is unsuccessful or not appropriate due to the nature of the complaint or the preferences of the Complainant and the Respondent, an investigation will be initiated as deemed necessary or appropriate by Tennis B.C.

Investigations will:

- a) be undertaken promptly and conducted diligently and in as thorough a manner as necessary in all the circumstances;
- b) be fair and impartial, providing both the Complainant and the Respondent with a reasonable opportunity to provide their account of events and respond to the other party's account;
- c) be sensitive to the interests of all parties involved; and
- d) maintain confidentiality to the extent practicable in the circumstances, recognizing that the Respondent will be informed in all cases of the identity of the Complainant

Policies & Procedures – Respectful Workplace

Page 4 of 6

and the nature of the complaint.

All Employees are expected to cooperate with the investigator and provide full details, to the best of their ability, of the interaction, incident, event or situation they have experienced or witnessed.

E. CONFIDENTIALITY

To protect the interests of the Complainant, Respondent and witnesses, confidentiality shall be maintained throughout the complaint process to the extent permitted by the investigation and in accordance with applicable privacy legislation and other legal requirements.

All participants in the investigation are expected to keep confidential all discussions and interactions with the investigator and information and records related to the complaint. A failure to maintain confidentiality may result in disciplinary consequences.

Human Resources will keep and retain investigation records in accordance with the applicable legislation. Such records will be stored in a confidential file maintained and accessed only by the Human Resources Manager or his or her delegate. If a complaint is not substantiated, no documentation of the complaint will be placed on the personnel file of the Respondent.

F. FOLLOW-UP AND CORRECTIVE OR DISCIPLINARY ACTION

If at any time during the investigation the complaint can be resolved to the satisfaction of the Complainant and in a manner acceptable to the Respondent and Tennis B.C., the resolution will be documented, and a copy sent to the Complainant and the Respondent.

The Complainant and the Respondent will be notified of the findings and conclusions made as a result of the investigation. In appropriate circumstances and at its discretion, Tennis B.C. may provide the Complainant, the Respondent and others with additional information relating to the investigation.

Any Employee determined by Tennis B.C. to be responsible for Bullying and Harassment or Discrimination in violation of this policy will be subject to appropriate corrective or disciplinary action, up to and including termination of employment for cause, cancellation of contract or removal from the Board.

G. REQUEST FOR REVIEW

The Complainant or the Respondent may seek a review of the outcome of a Bullying and Harassment or Discrimination investigation by notifying the Human Resources Manageror his or her delegate in writing within thirty (30) days of being notified of the conclusion of the investigation. The Complainant or the Respondent must provide specific reasons for seeking a review.

The Human Resources Manager or his or her delegate will only undertake a review where it appears that there is a legitimate concern about the investigation and its outcome.

H. FABRICATED, MALICIOUS, FRIVOLOUS OR VEXATIOUS COMPLAINT

A complaint of Bullying and Harassment or Discrimination is a serious matter. If Tennis B.C. determines that an Employee has made a complaint that is fabricated, malicious, frivolous or vexatious, he or she will be subject to disciplinary action up to and including termination of employment for cause, cancellation of contract or removal from the Board. Repeated unfounded complaints may in appropriate circumstances be considered fabricated, malicious, frivolous or vexatious and result in disciplinary action, up to and including dismissal from employment for cause, cancellation of contract or removal from the Board. Note that where a complaint is unsubstantiated or based on mistake, it will not necessarily be considered fabricated, malicious, frivolous or vexatious.

I. RETALIATION PROHIBITED

It is a violation of this policy to retaliate in any way against an Employee who has raised a good faith concern or made a bona fide report about Bullying and Harassment or Discrimination, or against a witness, investigator, decision maker or other person who has cooperated or participated in a Bullying and Harassment or Discrimination investigation. Any person who experiences such retaliation must immediately report their concern to the complaint investigator or human resources. ...

Tennis B.C. has zero tolerance for retaliation contrary to this policy. Disciplinary action will be taken against an Employee who engages in retaliatory conduct, up to and including termination of employment for cause, cancellation of contract or removal from the Board.



ADDITIONAL COURT MANAGEMENT SERVICES

Tennis BC would like to extend the agreement to include 5 out of the 10 courts at Kitsilano Beach tennis courts, and the 6 courts at Van Tech Secondary School. If approved Tennis BC will manage the booking and programming at the additional facilities while working with the current user groups to maximize community engagement at the various locations. Under our management we would be able to organize play for the broader Vancouver community.

This extension would be a test case for court booking and programming. We anticipate a positive response from the public to be able to book courts for both convenience and length of play. Currently players must come to the courts, wait at the side of the court and then can play for a maximum of half an hour. Often the courts have double waits so players must wait at least an hour for the opportunity to play just half an hour of tennis. This is a time barrier for many players and discourages use of the courts.

Additionally, we know through the volume of calls we receive at Tennis BC, there is a high demand for both kids and adult lessons, programs, leagues and ladders. By offering these programs at a variety of locations we will be able to support a more diverse group of players and allow more people to play tennis who have difficulty finding playing partners.

In 2021 and 2022 our plan will be to extend programming and court booking to more locations throughout Vancouver. This would allow us to leverage the technology platform easily and continue outreach programming to new locations. We believe we could add at least 2-3 new locations per year. The additional revenue would support more low cost programs and support enhanced repairs and maintenance on public courts.

Legal Name of Organization	Tennis - Bril	rish Columbia
Commonly Used Name of Organization	Tennis B.C.	
Type of Organization	□Non Profit ØNot for Profit	□For Profit □Other
Incorporation #		
Principle's Name and Title	MARK ROBERTS	CEO-Tennis BC
Background/Qualifications	See attached resime	1
Principle's Name and Title		
Background/Qualifications		1
Principle's Name and Title		
Background/Qualifications		1
Staff and Volunteer Information		
Staff Position Title	# of Staff in Position	Min. Certifications
Director Player Development		Coaching levels see al
Director Community Development	N	Coaching levels see as Coaching levels - see o
Director of Mauluting-Communi	chors 1	
Director of Hendership - Play T		
Volunteer Position Title	# of Vol in Position	Min. Certifications

December 6, 2019

Service	Age Group		Proposed	Proposed Rates for Serv	
	Targeted	Seasonal Schedule	2020	2021	2022
Programming/Lessons	5-18 18+	30%	groups: \$ per poisen 10-20 Private 80-120 semi perhour	ADJUSTED) for Infu
Court Rentals	ALLAGES	40%	#5-#15/hr	<i>ii</i>	
Leagues	0/14 14-18 19+	8%	\$ 10-20/hr	u	11
Ladders	10-14 14-18 19+	4%	\$10-20/hr	11	17
Tournaments	5-18 18+	8%	entry fee range \$25-50	11	17
Other, list COMMUNITY OUTRACH LOW COST + SUBSEDEZED	5-18 19+	10%	\$ 0-15 Subsidired	"	11
TOTAL		100%			

TABLE B - PROGRAMS TO BE OFFERED AND FEE RATES CHARGED TO THE PUBLIC:

TABLE C - OPERATING SEASON/SCHEDULE:

In 2020 ...

The season will	Start on [date] - APRSL 1	End on [date] - Ser 30
On Monday the courts will	Open at [time] - 9:00 AM	Close at [time] - \$100 Pm
On Tuesday the courts will	Open at [time] - 9:00 nm	Close at [time] - 9:00 PM
On Wednesday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 Pm
On Thursday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 PN-
On Friday the courts will	Open at [time] - 9:00 av	Close at [time] - 9:00 PM
On Saturday the courts will	Open at [time] - 9:00 av	Close at [time] - 9:00 PM
On Sunday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 PM
We will be closed/non- operational on the following days	□Victoria Day □Canao □Labour Day Other -	da Day □BC Day
Other Schedule Info	CLOSE TIMES MAY F CMANGES DURING T	PLUCTUATE DUE TO DUSK HESE MONTHS
List any expected changes for	BARLY MORNING B AN OPTION IN FO	EFORE 9 AM MAY BE

			AP	RIL		The second second	
	MON	TUES	WED	THURS	FRI	SAT	SUN
			9:00 -	12:00			
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
	Service States		12:00	- 3:00			
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
			3:00	- 6:00			
Courts 1-3	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING
The second second			6:00	- 9:00			
Courts 1-3	ADULT PROG	NEW COMERS	ADULT PROG	NEW COMERS	ADULT SOCIAL	CRT BOOKING	CRT BOOKING
Courts 4 -6	CRT BOOKING	YWCA	CRT BOOKING	YWCA	ADULT SOCIAL	CRT BOOKING	CRT BOOKING

			M	AY			
	MON	TUES	WED	THURS	FRI	SAT	SUN
			9:00 -	12:00			and the second second
Courts 1-3	SCHOOL ER	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	SCHOOL FREE IRY II DAY		PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
			12:00	- 3:00			
Courts 1-3	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	SCHOOL FRE	C TRT II MAT	PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
			3:00	- 6:00			
Courts 1-3	URBAN YOUTH	URBAN YOUTH	KIDS PROG	KIDS PROG	KIDS PROG	ADULT PROG	ADULT PROG
Courts 4 -6	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	ORGANI	ZED PLAY
			6:00	- 9:00			
Courts 1-3	ADULT PROG	NEW COMERS	ADULT PROG	NEW COMERS	ADULT SOCIAL	ORGANI	ZED PLAY
Courts 4 -6	CRT BOOKING	YWCA	CRT BOOKING	YWCA	ADULT SOCIAL	ORGANIZED PLAY	

			Л	INE			
	MON	TUES	WED	THURS	FRI	SAT	SUN
			9:00 -	12:00			100 C
Courts 1-3	TOHON TH	TO TOU IT DAY	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
			12:00	- 3:00			
Courts 1-3	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	SCHOOLPHE	E INTIL DAT	PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
		Sec. 2	3:00	- 6:00			
Courts 1-3	URBAN YOUTH	URBAN YOUTH	KIDS PROG	KIDS PROG	KIDS PROG	ADULT PROG	ADULT PROG
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ORGANI	ED PLAY
			6:00	- 9:00			
Courts 1-3	ADULT PROG	VITA	ADULT PROG	VITA	ADULT SOCIAL	ORGANIZED PLAY	
Courts 4 -6	CRT BOOKING	VITA	CRT BOOKING	VITA	ADULT SOCIAL	ORGANIZED PLAY	

and the second se			1	ULY			14
	MON	TUES	WED	THURS	FRI	SAT	SUN
and the second second			9:00	- 12:00			
Courts 1-3				STANLEY PARK OPEN			
Courts 4 -6				STARLET PARK OF LIT			
			12:0	0 - 3:00			
Courts 1-3				STANLEY PARK OPEN			
Courts 4 -6				STANLET PARK OF LIN			
	1	-	3:00	- 6:00			
Courts 1-3				STANLEY PARK OPEN			
Courts 4 -6				STARLET PARK OF LI			
			6:00	9:00			
Courts 1-3				STANLEY PARK OPEN	1. Sec. 1. Sec	and the second	
Courts 4 -6				STATLET PARK OF EN		and the second s	
Courts 1-3			REGULAR PROGRAM	AS AT THE END OF THE	17 DAY TOURNAME	NT	
Courts 4 -6	1		REGULAR PROGRAM	AS AT THE END OF THE	17 DAT TOURINAIVIE	INI .	

			AU	GUST				
	MON	TUES	WED	THURS	FRI	SAT	SUN	
			9:00 -	12:00	and the second			
Courts 1-3		SUMMER CAMPS						
Courts 4 -6								
			12:00	- 3:00				
Courts 1-3		ADULT PROG	ADULT PROG					
Courts 4 -6		ORGANIZED PLAY						
	A CONTRACTOR		3:00	- 6:00				
Courts 1-3	URBAN YOUTH	URBAN YOUTH	CRT BOOKING	CRT BOOKING	CRT BOOKING	ADULT PROG	ADULT PROG	
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ORGANIZED PLAY		
			6:00	- 9:00		100 C 100 C 10		
Courts 1-3	ADULT PROG	ADULT PROG	ADULT PROG	ADULT PROG	ADULT SOCIAL	ORGANE	ED PLAY	
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ADULT SOCIAL	ORGANIZED PLAY		

			SEPT	EMBER		Concerning of the second second	
	MON	TUES	WED	THURS	FRI	SAT	SUN
			9:00 -	12:00		and the second second	
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	CRT BOOKING	CRT BOOKING
A	and the second	A CARE	12:00	- 3:00			
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4 -6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	CRT BOOKING	CRT BOOKING
		10. 10 million (10. 10. 10. 10. 10. 10. 10. 10. 10. 10.	3:00	- 6:00			
Courts 1-3	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	ADULT PROG	ADULT PROG
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING
1	Service Services		6:00	- 9:00			
Courts 1-3	ADULT PROG	ADULT PROG	ADULT PROG	ADULT PROG	ADULT SOCIAL	CRT BOOKING	CRT BOOKING
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ADULT SOCIAL	CRT BOOKING	CRT BOOKING

APPENDIX 3 COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with 0, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

The Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material, equipment and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, except for GST.

Provide expected annual revenues and costs for the first year of operations and clarify how the PB will benefit financially from this arrangement. Provide as many details as possible. Explain any planned changes from Year One operations in the final row.

DESCR	IPTION OF ACTIVITY	ANNUAL AMOUNT
GROSS REVENUE:		
levenue from operations		
court renta		
	ns \$101,904	
	es in court rental	
Ladde Tournamen	rs in court rental	
Oth		
	TOTAL GROSS REVENUE (A	A) \$126,053
XPENSES Operating expenses (provide detailed		
lescription of activies/expenses)		
abour (Coaching and staff labour on site)	\$78,965	
ariable operating costs (balls, supplies, charge	• • • • • • • • • • • • • • • • • • •	
ards)	\$6,072	
ariable marketing costs (3% of Revenue)	\$3,782	
ixed Costs (repairs, cleaning, technology,		
nsurance)	\$18,400	\$107,219
ANAGEMENT FEES (Provide Description)		
Corportate overhead allocation recovery 5%	\$6,303	
ennis BC Operating Income	\$2,532	\$8,835
	TOTAL EXPENSES (B	
		, , , , , , , , , , , , , , , , , , , ,
ET REVENUE TO THE CITY/PARK BOARD (A-)	
otal Gross Revenue minus total expenses		\$10,000
ennis BC will work with the city to define mini ales increase.	mum rent to the city for courts and a profit split formula as	
Vhat Financial deviations could occur in Year t	wo and/or three of the contract? SEE YEAR 2 TABLE D	
TTACHED for sales increases expected with fi	Il year marketing	

TABLE D	YEAR 2	
DESCR	PTION OF ACTIVITY	ANNUAL AMOUNT
GROSS REVENUE:		
Revenue from operations	n a son a pranoune province and a son and a son a s	
court renta		
	s \$169,839	
	s in court rental s in court rental	
Tournament		
Othe		
	TOTAL GROSS REVE	NUE (A) \$201,127
EXPENSES		
Operating expenses (provide detailed		
description of activies/expenses)	1. 00 · 01	
Labour (Coaching and staff labour on site) Variable operating costs (balls, supplies, charge	\$100,401	
cards)	\$9,833	
Variable marketing costs (3% of Revenue)	\$6,034	
Fixed Costs (repairs, cleaning, technology)	\$18,400	\$134,668
MANAGEMENT FEES (Provide Description)		
Corportate overhead allocation recovery 5%	\$10,056	
Tennis BC Operating Income	\$29,802	\$39,858
	TOTAL EXPENS	SES (B): \$174,526
NET REVENUE TO THE CITY/PARK BOARD (A-B		
Total Gross Revenue minus total expenses		\$26,601
What Financial deviations could occur in Year t	wo and/or three of the contract? YEAR 3 COULD GROW	V
SIGNIFICANTLY WITH THE ADDITION OF NEW ACCOUNT ANY ADDITIONAL LOCATIONS.	COURTS. NOTE THIS MODEL DOES NOT TAKE INTO	

APPENDIX 4 PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	TENNIS CANADA
Address (City and Country)	I SHOREMAM DREVE, Suite 100, Toronto Out MAN
Contact Name	ANSTA COMELLA
Title of Contact	SENSOR DIRECTOR, FACELITES DEVELOPMENT
Telephone No.	1(416)6507941
E-mail Address	a comella @tenniscanada.com
Length of Relationship	5 years personally, 50 + years organization
Type of Goods and/or Services provided to this Client	PARTNERSHEP TO DEVELOP FACELETTES

Client Name # 2	B.C. WHEELCHASR SPORTS ASS
Address (City and Country)	780 S.W MARINE DR. VANBC
Contact Name	GAEL YANTIA MOTO
Title of Contact	EXECUTIVE DERECTOR
Telephone No.	604 333 3520 ext 201
E-mail Address	gaile be wheel chairs ports. com
Length of Relationship	20 + years
Type of Goods and/or Services provided to this Client	cooperative events, coaching certification support services, officiating

Client Name # 3	CANOCUS AUTISM NETWORK
Address (City and Country)	1788 W. 8th AVE VANLOUVER B C CENAda
Contact Name	STEPHANIE JULL
Title of Contact	V.P PROGRAMS, TRAINING & COMMUNETI ENGAGEMEN
Telephone No.	604 685 4049
E-mail Address	Stephanie, Julle conucksautism. ca
Length of Relationship	5 years
Type of Goods and/or Services provided to this Client	Tennis BC has collaborated with CAN WE HAVE Provided SU moment camp sessions + Try it events use have advised on NCCP modules

APPENDIX 5 CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

N	X -			
ch'	Y			
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V	AN	IC(วบ	VER

CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

	THIS CERTIFICATE IS ISSUED TO: <u>City o</u> and certifies that the insurance policy (po full force and effect,	<u>f Vancouver, 453 W 12th Avenue, V</u> Nicles) as listed herein has/have i	Vancouver, BC, V5Y 1V4 been issued to the Named insured and is/are in
	NAMED INSURED (must be the same nam Incorporated company, TENNIS B.C. BUSINESS TRADE NAME or DOING BUSIN)	either an Individual or a legally
	TENNIS B.C. BUSINESS ADDRESS 204, 210 West Broadway, Vancouver, B DESCRIPTION OF OPERATION	C V5Y 3W2	DOL PROGRAM, ROOKIE TOUR, TENNIS ACADEMY & TRAINING
ŝ.	PROPERTY INSURANCE (All Risks Cover INSURER N/A		
	TYPE OF COVERAGE	Insured Values (Rep. Building and Tenants'	Improvements \$
	POLICY NUMBER	Contents and Equipm	ent \$
	POLICY NUMBER to to	Deductible Per Loss	\$
	COMMERCIAL GENERAL LIABILITY INSU	RANCE (Occurrence Form) INSURER CERTAIN LLOYD'S POLICY NUMBER POLICY PERIOD Fr Limits of Liability (Bodily Injury Per Occurrence Aggregate	UNDERWRITERS AS ARRANGED BY MARKEL CANAD/ <u>AL2431</u> rom <u>April 6, 2019</u> to <u>April 6, 2020</u> r and Property Damage Inclusive) - \$ <u>5,000,000</u> \$ <u>5,000,000</u> \$ <u>250,000</u>
			\$ _500
	AUTOMOBILE LIABILITY INSURANCE for a INSURER N/A POLICY NUMBER lo	Limits of Liability -	
		INSURANCE Limits of Liability (E	Bodily Injury and Property Damage Inclusive) -
	INSURER N/A	Per Occurrence	\$
	POLICY NUMBER IO	Addredate	3
	PROFESSIONAL LIABILITY INSURANCE	I leader of Linkillike	n \$
	INSURER_N/A	Per Occurrence/Clain	n s
	POLICY NUMBER	Aggregate	\$
	POLICY NUMBER to to	Aggregate Deductible Per	s s
	POLICY NUMBER to to	Aggregate Deductible Per Occurrence/Claim	\$
	POLICY NUMBER	Aggregate Deductible Per Occurrence/Claim	ss
	POLICY NUMBER to to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu	\$
	POLICY NUMBER to to to to to to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence	\$
	POLICY NUMBER to tottotototottototot	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate	\$
	POLICY NUMBER to THER INSURANCE N/A INSURER POLICY NUMBER POLICY PERIOD From to to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss	\$
	POLICY NUMBER to to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence	\$
	POLICY NUMBER to to to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence Aggregate Aggregate Beductible Per Loss Limits of Liability Per Occurrence Aggregate	\$ roactive Date: \$ \$ \$
	POLICY NUMBER to to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence	\$ roactive Date: \$ \$ \$ \$ \$
	POLICY NUMBER to to to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence Aggregate Deductible Per Loss Deductible Per Loss	\$ roactive Date: \$ \$ \$ \$ \$ \$
	POLICY NUMBER to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Per Occurrence Aggregate Deductible Per Loss Deductible Per Loss	\$ roactive Date: \$ \$ \$ \$ \$ \$
	POLICY NUMBER	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Par Occurrence AGENCIESAgglegate Deductible Per Loss RIZED REPRESENTATIVE	\$
	POLICY NUMBER to	Aggregate Deductible Per Occurrence/Claim please specify the applicable Retu Limits of Liability Per Occurrence Aggregate Deductible Per Loss Limits of Liability Par Occurrence AGENCIESAgglegate Deductible Per Loss RIZED REPRESENTATIVE	\$

APPENDIX 6

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<u>http://vancouver.ca/policy_pdf/AF01401P1.pdf</u>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of <u>levens BC</u> (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, <u>levens BC</u> (vendor name), I declare that I have proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of ________ (vendor name).

Signature:

Mas

MARLY ROBERTS - LEO

Name and Title:

December 6, 2019

APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, ______Sarah Kadi

					(Print Na	me)	
consent to the indirect collection from _	Tennis British Columbia					<u> </u>	
		_(Print	Name	of	Proponent) of	F

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Sarah Kadi

January 13, 2020

Signature

Date

APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the	foot of this statemer	it 1, Jeanni	e Ka	shr
			A DESCRIPTION OF A DESC	Name)
consent to the indirect collection from	Tennis	-BRITISM	COLOF	BIA
		(Print Nan	ne of Propo	onent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) Freedom of Information and Protection of Privacy Act.

Au

Signature

12 Gar

Date

December 6, 2019

APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement ${\sf I}_{\rm s}$,		ROBERTS	
		(Print	Name)

consent to the indirect collection from _	TENNIS-BRITISH	COLUMBER
and the second subjects and second second second		and the second second second

(Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) Freedom of Information and Protection of Privacy Act.

Signature

JAN 13, 2020

Date

December 6, 2019

APPENDIX 7 PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, Khvishna Blajkevitch

consent to the indirect collection from

(Print Name of Proponent) of

Lish Columbia

(Print Name)

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Tennis - Br.

Signature

2020

Date

December 6, 2019

APPENDIX 8 SUBCONTRACTORS

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope	WE WILL NOT :	DSE SUBCENTRACTORS
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	Value Businesses as sub provide brief company pr	the Proponent's proposed use of Social contractors/consultants (if any) and rofiles of those Social Value Businesses ey qualify as Social Value Businesses.
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	· · ·
	Nature of Work:	

_	Value:
	Client Contact:
	2. Project Name:
	Client:
-	Nature of Work:
	Value:
-	Client Contact:
-	3. Project Name:
-	Client:
-	
-	Nature of Work:
-	Value:
	Client Contact:

APPENDIX 9 PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit
Repairs to Courts.		upper courts are better then the rental courts and will discourage payments. For a good safety plan we need a safe and ary place
Office Trailer	Tennis Be would like to have the trailer we use for the tournament on site for the	
	whole operating period	to be able to stay if the Jo
		or injured
1		
A		

REQUEST FOR PROPOSALS NO. PS20191554 PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT PART C - FORM OF PROPOSAL

APPENDIX 10 CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	No Exceptions
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	No Exceptions
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	No Exceptions
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	No Exceptions



WORKING TO MAKE A DIFFERENCE

Assessment Department Location

Mailing Address PO Box 5350 Station Terminal Vancouver BC V6B 5L5 6951 Westminster Highway Richmond BC V7C 1C6 www.worksafebc.com

Clearance Section

Telephone 604 244 6380 Toll Free within Canada 1 888 922 2768 Fax 604 244 6390

January 13, 2020

City of Vancouver 453 West 12th Avenue VANCOUVER, BC V5Y 1V4

Person/Business : TENNIS - BRITISH COLUMBIA Account number : 604031

We confirm that the above-mentioned account is currently active and in good standing.

This firm has had continuous coverage with us since May 01, 1999 and has satisfied assessment remittance requirements to **January 01, 2020**.

The next payment that will affect this firm's clearance status is due on January 20, 2020.

This information is only provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre Assessment Department

Clearance Reference # : C131395919 CLRA1A

Now you can report payroll and pay premiums online.

Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department. To alter this document constitutes fraud.



LICENCE OFFICE

515 West 10th Avenue Vancouver, BC Canada V5Z 4A8 Within Vancouver, phone: 3-1-1 Outside Vancouver, phone: 604-873-7000

TENNIS BC 210 W BROADWAY UNIT 204 VANCOUVER, BC CAN V5Y 3W2

> 2020 Licence # 20-123845 BUSINESS LICENCE

> > Issued: January 03, 2020 Expires: December 31, 2020

Business Licence Holder: Tennis - British Columbia Business Type: CX - Community Association

Business Trade Name: Tennis BC

Located At: 210 W BROADWAY UNIT 204

BL Renewal Fee \$2.00 Total Fee Paid \$2.00

The above named is hereby licensed to carry on the business, trade, profession or other occupation stated herein. In issuing this licence the City does not represent or warrant compliance with other City of Vancouver by-laws. The licensee is responsible for ensuring compliance with all relevant by-laws of the City and additional approvals may be required provincially or federally. If this licence has been issued in conjunction with a time-limited Development Permit, this licence will not be valid if the Development Permit has expired and has not been extended. This licence must be posted upon the licensed premise and is valid at this address only.

Mark Roberts CEO Tennis BC mroberts@tennisbc.org

s.22(1)

SARAH KADI

SARAH KADI

Jeannie Rohr

s.22(1)

22(1)		

KHRISTINA BLAJKEVITCH

s.22(1)



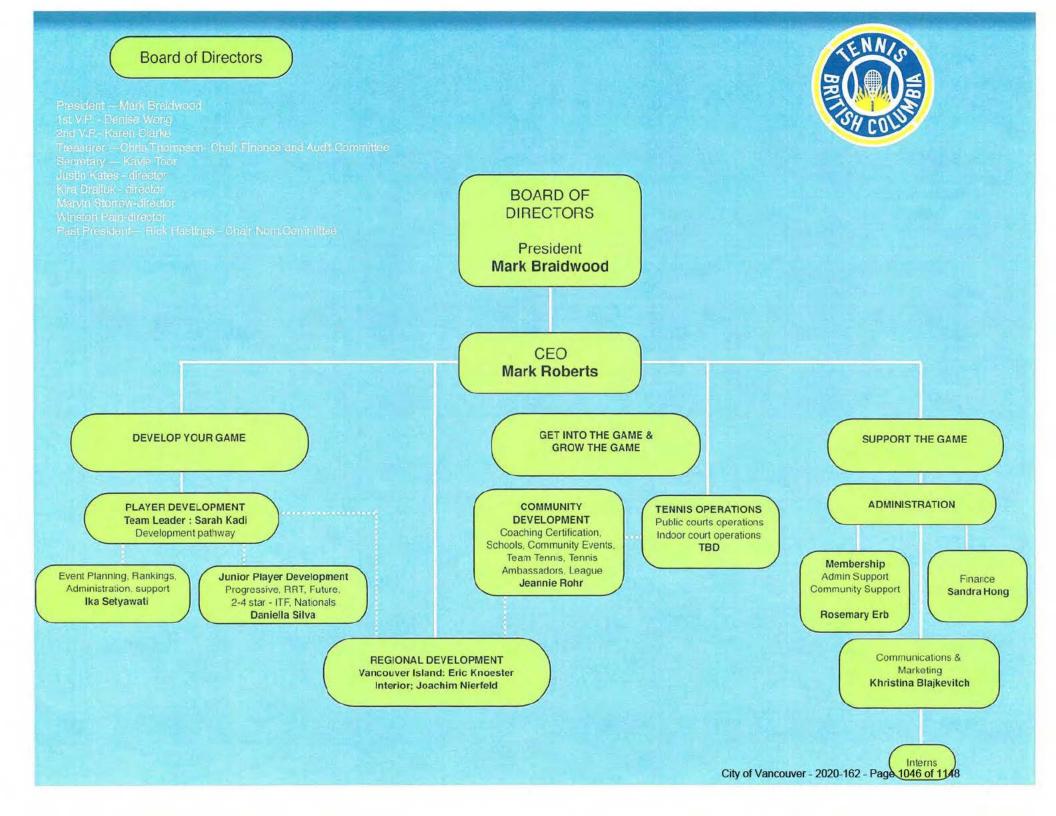


TABLE D	YEAR 2	1
DESCR	IPTION OF ACTIVITY	ANNUAL AMOUNT
GROSS REVENUE:		
Revenue from operations		
court renta		
	ns \$169,839	
	es in court rental rs in court rental	
Tournamen		
Oth		
	TOTAL GROSS REVENUE (A)	\$201,127
EXPENSES		
Operating expenses (provide detailed description of activies/expenses)	1	
Labour (Coaching and staff labour on site) Variable operating costs (balls, supplies, charge	\$100,401	
cards)	\$9.833	
Variable marketing costs (3% of Revenue)	\$6,034	
Fixed Costs (repairs, cleaning, technology)	\$18,400	\$134,668
MANAGEMENT FEES (Provide Description)		
Corportate overhead allocation recovery 5%	\$10,056	
Tennis BC Operating Income	\$29,802	\$39,858
	TOTAL EXPENSES (B)	\$174,526
NET REVENUE TO THE CITY/PARK BOARD (A-B)		
Total Gross Revenue minus total expenses		\$26,601
rotal cross revenue minus total expenses		1+20,00 T
What Financial deviations could occur in Year tw	o and/or three of the contract? YEAR 3 COULD GROW	
	URTS. NOTE THIS MODEL DOES NOT TAKE INTO ACCOUNT ANY	
ADDITIONAL LOCATIONS.		

TABLE D	YEAR 1	
DESCRI	PTION OF ACTIVITY	ANNUAL AMOUNT
GROSS REVENUE:		
Revenue from operations		
court rental	s \$10,709 s \$101,904	
	s in court rental	
	s in court rental	
Tournament		
Othe		
	TOTAL GROSS REVENUE (A) \$126,053
EXPENSES		
Operating expenses (provide detailed description		
of activies/expenses) Labour (Coaching and staff labour on site)	\$78,965	
Variable operating costs (balls, supplies, charge	φ10,703	
cards)	\$6,072	
Variable marketing costs (3% of Revenue)	\$3,782	
Fixed Costs (repairs, cleaning, technology,		
insurance)	\$18,400	\$107,219
MANAGEMENT FEES (Provide Description)		
Corportate overhead allocation recovery 5%	\$6,303	
Tennis BC Operating Income	\$2,532	\$8,835
	TOTAL EXPENSES (E	3):[\$116,053
NET REVENUE TO THE CITY/PARK BOARD (A-B)		
Total Gross Revenue minus total expenses		\$10,000
•	um rent to the city for courts and a profit split formula as sales	
What Financial deviations could occur in Vear two	and/or three of the contract? SEE YEAR 2 TABLE D ATTACHED	<u> </u>
for sales increases expected with full year market		

TABLE D	YEAR 1	
DESCR	IPTION OF ACTIVITY	ANNUAL AMOUNT
GROSS REVENUE:		
Revenue from operations		
court rental	s \$10,709	
Lesson	s \$101,904	
League	s in court rental	
	s in court rental	
Tournament	s \$13,440	
Othe	r	
	TOTAL GROSS REVENUE	A) \$126,053
EXPENSES		
Operating expenses (provide detailed		
description of activies/expenses)		
Labour (Coaching and staff labour on site)	\$78,965	
Variable operating costs (balls, supplies, charge		
cards)	\$6,072 \$2,782	
Variable marketing costs (3% of Revenue)	\$3,782	
Fixed Costs (repairs, cleaning, technology,	4	
insurance)	\$18,400	\$107,219
MANAGEMENT FEES (Provide Description)		
Corportate overhead allocation recovery 5%	\$6,303	
Tennis BC Operating Income	\$2,532	\$8,835
· • • • • • • • • • • • • • • • • • • •	TOTAL EXPENSES (
NET REVENUE TO THE CITY/PARK BOARD (A-B)	
Total Gross Revenue minus total expenses		\$10,000
Tennis BC will work with the city to define mini	mum rent to the city for courts and a profit split formula as	
sales increase.		

What Financial deviations could occur in Year two and/or three of the contract? SEE YEAR 2 TABLE D ATTACHED for sales increases expected with full year marketing

TABLE D	YEAR 2		
DESCF	RIPTION OF ACTIVITY		ANNUAL AMOUNT
GROSS REVENUE:			
Revenue from operations			
court renta	als \$17,848		
	ns \$169,839		
	es in court rental		
	rs in court rental		
Tournamen			
Oth	er		
	_	TOTAL GROSS REVENUE (A)	\$201,127
EXPENSES			
Operating expenses (provide detailed			
description of activies/expenses)			
Labour (Coaching and staff labour on site)	\$100,401		
Variable operating costs (balls, supplies, charg			
cards)	\$9 <i>,</i> 833		
Variable marketing costs (3% of Revenue)	\$6,034		
Fixed Costs (repairs, cleaning, technology)	\$18,400		\$134,668
MANAGEMENT FEES (Provide Description)			
Corportate overhead allocation recovery 5%	\$10,056		
Tennis BC Operating Income	\$29,802		\$39,858
	ŞZ9,60Z		\$35,636
		TOTAL EXPENSES (B):	\$174,526
NET REVENUE TO THE CITY/PARK BOARD (A-B	3)		
Total Gross Revenue minus total expenses	1		\$26,601
What Financial deviations could occur in Year	two and/or three of the co	ontract? YEAR 3 COULD GROW	
	•		

What Financial deviations could occur in Year two and/or three of the contract? YEAR 3 COULD GROW SIGNIFICANTLY WITH THE ADDITION OF NEW COURTS. NOTE THIS MODEL DOES NOT TAKE INTO ACCOUNT ANY ADDITIONAL LOCATIONS.



1. RECOMMENDATION

Recommendation to enter into a contract in relation to RFP – PS #20191554 - Provision of Services for Stanley Park Tennis Court Management with Tennis British Columbia. The recommended term of the contract is 3 years, with the option to extend for 2 additional 1-year terms. The estimated net revenue from this contract is \$74,747.66, plus any applicable taxes, for the initial 3-year term.

2. BACKGROUND

The Vancouver Park Board requires services for the management of Stanley Park tennis courts # 1-6, which are operated as pay courts during the tennis season, generally from late Spring through Summer. (The remaining Courts 7-17 are free for use year round on a first-come, first-served basis). The Park Board seeks to partner with an organization with sound business practices, whose values and operations are aligned with the Park Board Mission, Vision and Strategic Objectives. The Park Board prefers to work with a non-profit or not-for-profit organization but will consider applications from all types of organizations.

Scope of work includes, but is not limited to:

- 1. Management of tennis courts
 - a. Tennis court bookings
 - b. Tournament bookings
 - c. Tennis lessons
- 2. Promotions/Marketing/Communications
- 3. Administration and other requirements

3. FINANCIAL SECTION

Estimated proposed revenues from G & G and Tennis BC for the total 3 year term are relatively equal:

- G & G Tennis Services \$75,966.00
- Tennis British Columbia \$74,747.66

However, the growth curve for Tennis BC is higher, as Tennis BC offers more diversity of programs to more people, and thus provides a higher potential financial return to the Park Board for the following reasons.

- As Tennis BC will be launching their program newly this year, their estimated revenues for Year 1
 are conservative as the amount of programs offered will be on a limited scale.
- As Tennis BC programs are established and expanded after the initial learning curve, gross
 revenues are expected to increase, and that is directly correlated to revenue sharing to Park
 Board

Park Board and SCM met with the highest scoring proponent, Tennis BC, to clarify requirements and to negotiate a fee structure that is streamlined and minimizes risk to the Park Board, through a guarantee base payment to Park Board, while sharing in revenue as the program grows.

TENNIS BC - N	et Rev	enue to Park B	loard:		
TENNIS BC	BAS	E RENT:	% GROSS REVENUE	COSS REVENUE ARING TO PARK BOARD \$	REVENUE PARK BOARD
Year 1 - 2020	\$	10,000.00	n/a	n/a	\$ 10,000.00
Year 2 - 2021	\$	15,000.00	13%	\$ 26,146.51	\$ 26,146.51
Year 3 - 2022	\$	20,000.00	15%	\$ 38,601.15	\$ 38,601.15
				Total	\$ 74,747.66

4. PROCUREMENT SUMMARY

Date of Issuance of RFP:	December 6, 2019			
Notices Sent:	Supply Chain Management (SCM) posted an RFP publicly, and sent notices to 3 Proponents.			
Closing Date:	January 14, 2020			
Responses Received:	Vendor Name:	Price:		
	G & G Tennis Services	\$75,966.00		
	Tennis British Columbia	\$74,747.66		
Departments:	Supply Chain Management (SCM); and Park Board, with the assistance of Legal Services.			
Compliance Checks:	Insurance, WCB, Internet Search			

5. EVALUATION SUMMARY

s.13(1), s.17(1)

s.13(1), s.17(1)

s.13(1), s.17(1)

6. SUSTAINABLE & ETHICAL PROCUREMENT

N/A

7. RISKS

Risk	H/M/L	Prevention / Mitigation Plan
Financial	Low	Park Board is paid a guaranteed base fee plus percentage of revenue.
Covid-19	Low	Programs are to meet the BC Health guidelines prior to commencing
PCI Compliance	Low	PCI Attestation of Compliance has been submitted and filed with COV PCI Compliance Officer.

8. CHANGE ORDERS

Any changes to either the project scope or to the value of the contract must be documented in a Contemplated Change Notice (CCN), and follow the City of Vancouver standard change order process.

9. CONTRACT MANAGEMENT

The contract will be managed by Park Board. Any issues with contractor performance are to be forwarded to Supply Chain Management for review and remedy as necessary.

Contract Management	Person/Team Responsible	Frequency
Financials (e.g. Review costs, revenues, fees, etc)	Park Board	At the end
		of the
		Tennis
		Season
Administration (e.g. start & end dates, compliance,	Park Board	At the end
programs offered, customers served, etc.)		of the
		Tennis
		Season
A cheque will be issued from Tennis BC to the Park Board	Park Board	At the end
once per year within 60 days from the close of the tennis		of the
season.		Tennis
		Season

10. LEGAL

The solicitation document used for the RFP, including the form of agreement included therein, was based on a template prepared by Legal Services, as required by the City's Procurement Policy ADMIN-008.

Contract Type: Tennis Courts Use Agreement, drafted by Legal Services

G & G Tennis	s.13(1), s	.17(1)		CS/Buyer	Eval Ave (A)	Ave Ratio (A)/5	Item Pts (Weight) (B)	Weighted Score (B)xRatio	%
monstrated understanding of project requirements - The ponent's comprehension of the project, including our uirements to align with Park Board Strategic Objectives mpany Profile and Experience - The consultant's reputation lifications, expertise and ability to provide relevant examplo prior successes. Does the proponent demonstrate substantia erities to perform the tennis court management services as tined?	les			-		s.13(1), s.	.17(1)			
/ Personnel - Qualifications and experience of key personnel l/or sub-consultants assigned to the project based on the mitted resume and relevance to this project. Are there fessionals with relevant expertise in tennis court gramming, relevant experience in providing sound nagement/business practices, and professional coaching sta rk rHan - rkenodology the proponent identify the resources available and dedicat completing the scope of work and deliverables? How compl I appropriate are the processes and methods described to form and coordinate the work, control the scope, quality, edule and costs? Are the projected revenues and costs sonable?	ff?					÷.				
gramming and Program Fees - Are the programs offered table, inclusive and accessible to a diverse population? Are s are resonable and competitive? Is there an adequate rational oversite, safety and risk mitigation plan in place? ministrative and operational enciency - is the tevet or en- is staffing sufficient to address the project needs across all as? Is the tennis court booking system appropriate? Is the counting and reporting system accurate and verifiable by Pau ard? Is there a sufficient	ort					-				
motions/marketing/communications plan? ototal Technical Score	-	-1-		T		-	1		41 67	-
IEDULE B - PRICING BE COMPLETED BY PURCHASING ONLY								s.13(1),	Long h	

	3.13(1)	s.17(1)	CS/Buyer	Eval Ave (A)	Ave Ratio (A)/5	Item Pts (Weight) (B)	Weighted Score (B)xRatio	*
emonstrated understanding of project requirements - The roponent's comprehension of the project, including our equirements to align with Park Board Strategic Objectives ompany Profile and Experience - The consultant's reputation, ualifications, expertise and ability to provide relevant examples f prior successes. Does the proponent demonstrate substantial xpertise to perform the tennis court management services as utlined?	-			s.13(1), s.	17(1)			
ey Personnel - Qualifications and experience of key personnel nd/or sub-consultants assigned to the project based on the ubmitted resume and relevance to this project. Are there rofessionals with relevant expertise in tennis court orgramming, relevant experience in providing sound lanagement/business practices, and professional coaching staff? TOTK PIAN - THETHOOLOGY id the proponent identify the resources available and dedicated or completing the scope of work and deliverables? How complete nd appropriate are the processes and methods described to erform and coordinate the work, control the scope, quality, chedule and costs? Are the projected revenues and costs assonable?	1		_					
rogramming and Program Fees - Are the programs offered itable, inclusive and accessible to a diverse population? Are ses are resonable and competitive? Is there an adequate perational oversite, safety and risk mitigation plan in place? ofmistrative and uperational Enricency - is the revet of error	r			-				
nd staffing sufficient to address the project needs across all reas? Is the tennis court booking system appropriate? Is the ccounting and reporting system accurate and verifiable by Park oard? Is there a sufficient romotions/marketing/communications plan?								
ubtotal Technical Score	1		12		2 - 1		58 33	
CHEDULE B - PRICING O BE COMPLETED BY PURCHASING ONLY /A				1		s.13(1),	s.17(1)	
dministrative Requirements							Contract of the	
TOTAL	23 00	23 00	28 00		-	100	87.87	87.87

Summary Scores	Item Points	G & G Tennis	Tennis BC
SCHEDULE A REQUIREMENTS			
Demonstrated understanding of project requirements - The proponent's comprehension of the project, including our requirements to align with Park Board Strategic Objectives	5	s.13(1), s.1	7(1)
Company Profile and Experience - The consultant's reputation, qualifications, expertise and ability to provide relevant examples of prior successes. Does the proponent demonstrate substantial expertise to perform the tennis court management services as putlined?	10		
Key Personnel - Qualifications and experience of key personnel and/or sub-consultants assigned to the project based on the submitted resume and relevance to this project. Are there professionals with relevant expertise in tennis court programming, relevant experience in providing sound management/business practices, and professional coaching staff? work rian - mernodology	10		
Did the proponent identify the resources available and dedicated for completing the scope of work and deliverables? How complete and appropriate are the processes and methods described to perform and coordinate the work, control the scope, quality, schedule and costs? Are the projected revenues and costs reasonable?	15		
Programming and Program Fees - Are the programs offered suitable, inclusive and accessible to a diverse population? Are fees are resonable and competitive? Is there an adequate operational oversite, safety and risk mitigation plan in place?	15		
Administrative and Operational Efficiency - is the level of effort and staffing sufficient to address the project needs across all areas? Is the tennis court booking system appropriate? Is the accounting and reporting system accurate and verifiable by Park Board? Is there a sufficient promotions/marketing/communications plan?	15		
SCHEDULE B - PRICING TO BE COMPLETED BY PURCHASING ONLY			
TO DE COMPLETED DI FORCHASIRO URET		s.13(1), s.1	7(1)
Administrative Requirements			1110
TOTAL	70	71.67	87.87

PS20191554 - PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT

	G&G Tennis YEAR 1 - 2020	G&G Tennis YEAR 2 - 2021	G&G Tennis YEAR 3 - 2022	Tennis BC YEAR 1 2020	2021	Tennis BC YE 2022
DESCRIPTION OF ACTIVITY:	ANNUAL AMOUNT:	ANNUAL AMOUNT:	ANNUAL AMOUNT:	ANNUAL AMOUNT:	ANNUAL AMOUNT:	ANNUAL AMOL
REVENUE:						
Revenue from Operations: Court rentals Lessons Leagues Ladders Tournaments Other	s.17(1)					
COSTS:						
Operating Costs (Provide detailed description of activities/expenses):	s.17(1)					
Management Fees (provide description):	s.17(1)					
TOTAL EXPENSES	s.17(1)					
NET REVENUE TO THE CITY/PARK BOARD (Gross revenue minus total costs):	s.17(1)					
What Financial Deviations Could Occur in Year Two and/or Three of the Contract?	n/a	8% increase from 2020	16% increase from 2020	n/a	Year 3 could grow significantly with the addition of new courts. Note this model does not take into account any additional locations	into account a

	PR	OPOSALS - SL	JMM	ARY:
		G Net		nis BC N
3		venue to Park ard	Rev Boa	
Year 1	\$	s.17(1)	\$	s.17(1)
Year 2	\$		\$	
Year 3	\$		\$	and the second
Total	\$	75,966.00	\$	75,72



TENNIS BC - Ne	et Revenue to Park	Board:		
TENNIS BC	BASE RENT:	PLUS % GROSS REVENUE	GROSS REVENUE AMOUNT \$	NET REVEN TO THE PAR BOARD
Year 1 - 2020	\$ s.17(1)	s.17(1)	s.17(1)	\$ s.17(1)
Year 2 - 2021	\$		\$	\$
Year 3 - 2022	\$		\$	\$
			Tot	al \$ 172,48

TENNIS BC ORIGINAL PROPOSAL - Operating Revenues Minus Operating Costs (not including management fees):

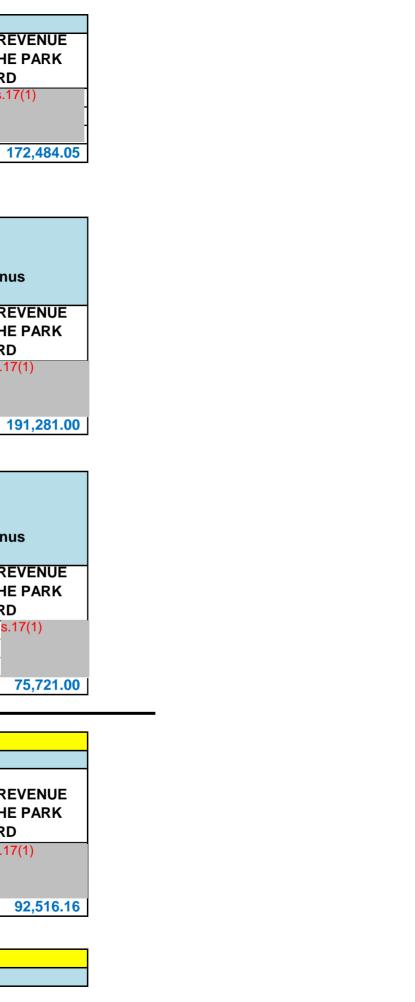
			NET REVENU
			TO THE PAR
	REVENUES	COSTS	BOARD
Year 1 - 2020	\$ s.17(1)	\$ s.17(1)	\$ s.17(1)
Year 2 - 2021	\$	\$	\$
Year 3 - 2022	\$	\$	\$
		Tota	al \$ 191,28 ⁻

TENNIS BC ORIGINAL PROPOSAL - Operating Revenues Minus Operating Costs (including management fees):

	REVENUES	COSTS	NET REVEN TO THE PAR BOARD
Year 1 - 2020	\$ s.17(1)	\$ s.17(1)	\$ s.17(1)
Year 2 - 2021	\$	\$	\$
Year 3 - 2022	\$	\$	\$
	-	Т	otal \$ 75,72

	et Revenue to Pa	<mark>AL (March 12) - FEE \$</mark> rk Board:	STRUCTURE.		
TENNIS BC	BASE RENT:	PLUS % GROSS REVENUE	GROSS REVENUE SHARE TO PARE BOARD \$	NET RE TO THE BOARD	PAR
Year 1 - 2020	\$ s.17(1)	s.17(1)	s.17(1)	\$ s.17	(1)
Year 2 - 2021	\$		\$	\$	
Year 3 - 2022	\$		\$	\$	
	•		Tota	I \$ 9	92,51

AGREEMENT (April 16) - FEE STRUCTURE (base + % of gross revenue): TENNIS BC - Net Revenue to Park Board:

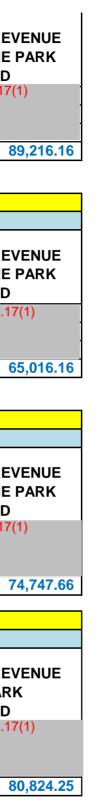


1			GROSS	
			REVENUE	NET REVEN
		PLUS % GROSS	SHARE TO PARK	TO THE PAR
TENNIS BC	BASE RENT:	REVENUE	BOARD \$	BOARD
Year 1 - 2020	\$ s.17(1)	s.17(1)	s.17(1)	\$ s.17(1)
Year 2 - 2021	\$		\$	\$
Year 3 - 2022	\$		\$	\$
	-		Total	\$ 89,21

AGREEMENT (A	pril 16) - FEE STR	UCTURE (greate	r of base or %):	
TENNIS BC - Net	Revenue to Park	Board:		
			GROSS	
			REVENUE	NET REVENU
		% GROSS	SHARE TO PARK	TO THE PAR
TENNIS BC	BASE RENT:	REVENUE	BOARD \$	BOARD
Year 1 - 2020	\$ s.17(1)	s.17(1)	s.17(1)	\$ s.17(1)
Year 2 - 2021	\$		\$	\$
Year 3 - 2022	\$		\$	\$
	•		Tota	l \$ 65,01

OPTION 1 (awarded)	AGREEMENT (A	<mark>pril 23) - FEE STR</mark>	UCTURE (greate	r of base or %):	
	TENNIS BC - Ne	t Revenue to Park	Board:		
	TENNIS BC	BASE RENT:	% GROSS REVENUE	GROSS REVENUE SHARE TO PARP BOARD \$	NET REVENU
	Year 1 - 2020	\$ s.17(1)	s.17(1)	s.17(1)	\$ s.17(1)
	Year 2 - 2021	\$		\$	\$
	Year 3 - 2022	\$		\$	\$
		-		Tota	l \$ 74,747

AGREEMENT (April 23) - FEE STRUCTURE (base + % of gross revenue): **OPTION 2** TENNIS BC - Net Revenue to Park Board: GROSS REVENUE NET REVENUE SHARE TO PARK TO PARK PLUS % GROSS TENNIS BC REVENUE BOARD \$ BOARD BASE RENT: **\$** s.17(1) s.17(1) Year 1 - 2020 \$ s.17(1) s.17(1) Year 2 - 2021 \$ \$ \$ Year 3 - 2022 \$ \$ \$ Total \$



PS20191554 - PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT

BASE PRICE	ltem Pts. (Weight)	Lowest Bid Price (revenue to Park Board)		Tennis BC (3 year estimate)
SCHEDULE B - PRICING		boar u)	estimatej	estimate)
TO BE COMPLETED BY PURCHASING ONLY	(M)	(Mm)	(P)	(P)
Pricing - Proponent's Financial Offering	30	s.17(1)		
Score (S) :			29.52	30.00

*Need to reverse financial scores between G&G and Tennis BC for revenue calculations

Pricing Formula
$S = (Mm \times M)/P$
S = Score
Mm = Lowest priced bid
M = Total Marks Available for Price (Item points)
P = Price

City of Vancouver - 2020-162 - Page 1062 of 1148

From:	"Araujo, Sev" <sev.araujo@vancouver.ca></sev.araujo@vancouver.ca>
To:	"McDonald, Erica" <erica.mcdonald@vancouver.ca></erica.mcdonald@vancouver.ca>
	"Li, Jessica" <jessica.li@vancouver.ca></jessica.li@vancouver.ca>
Date:	11/7/2019 12:52:00 PM
Subject:	RE: Review and Finalize the RFEOI Charts

Ok Erica.

In my opinion its more important what PB is planning to do going forward than on past which has been pretty much left to operator. I/Tim basically gave them an agreement and they self-managed

Sev Araujo

Manager, Commercial Operations Vancouver Park Board, City of Vancouver o. 604 257 8436 / f. 604 257 8427 Email: Sev.Araujo@vancouver.ca

From: McDonald, Erica Sent: Thursday, November 07, 2019 12:45 PM To: Araujo, Sev; Li, Jessica Subject: RE: Review and Finalize the RFEOI Charts

Hi Sev,

My apologies for not being clearer on our meeting tomorrow The intent is for you and I to go through the draft document that Michael and I created so you and I can finalize the details. I promised to send it to Jessica by Tuesday 🛙 I am off on vacation starting Saturday.

Your input on what we are suggesting is critical as you have the history.

From: Araujo, Sev Sent: Thursday, November 7, 2019 12:10 PM To: McDonald, Erica; Li, Jessica Subject: RE: Review and Finalize the RFEOI Charts

ATTENDESS CALL: Internal: ^{s.15(1)(l)} External Enter Meeting#: ^{s.15(1)(l)} Enter Attendee Access Code: ^{s.15(1)(l)}

Sev Araujo

Manager, Commercial Operations Vancouver Park Board, City of Vancouver o. 604 257 8436 / f. 604 257 8427 Email: Sev.Araujo@vancouver.ca -----Original Appointment-----From: McDonald, Erica Sent: Wednesday, November 06, 2019 3:04 PM To: McDonald, Erica; Araujo, Sev; Jessica Li Subject: Review and Finalize the RFEOI Charts When: Friday, November 08, 2019 3:00 PM-4:00 PM (UTC-08:00) Pacific Time (US & Canada). Where: Phone Call

ATTENDESS CALL: Internal: s.15(1)(l) External Enter Meeting# s.15(1)(l) Enter Attendee Access Code: s.15(1)(l)

<< File: SP Tennis RFEOI v2a.docx >>

From:	"McDonald, Erica" <erica.mcdonald@vancouver.ca></erica.mcdonald@vancouver.ca>
To:	"Li, Jessica" <jessica.li@vancouver.ca></jessica.li@vancouver.ca>
	"Marousek, Michael" <michael.marousek@vancouver.ca></michael.marousek@vancouver.ca>
Date:	1/21/2020 5:03:18 PM
Subject:	RE: PS20191554 - Evaluation form (draft) - SP Tennis

Michael,

When I was dialoguing with Jessica's supervisor back in November I also mentioned that we were not in favour of increasing the weighting for financial s.13(1)

Erica McDonald | Manager, Recreation Services Hillcrest Centre 604.257.6945 s.15(1)(I)

From: Li, Jessica Sent: 21 January 2020 16:16 To: Marousek, Michael Cc: McDonald, Erica Subject: RE: PS20191554 - Evaluation form (draft) - SP Tennis

Hi Michael,

That is the reason, and we cannot change it now. We can change some things within the technical side, such as changing the weights of specific items that you feel are more important, or adding additional line for another item (while keeping the overall technical at 70%).

Well see how the results come in and we can still negotiate or ask for further clarification.

Jessica

From: Marousek, Michael Sent: Tuesday, January 21, 2020 4:11 PM To: Li, Jessica Cc: McDonald, Erica Subject: RE: PS20191554 - Evaluation form (draft) - SP Tennis

Hi Jessica,

I noticed that in section 8.2 of the RFP, we inform the bidder that we evaluate all bids based on the table below.

Evaluation Criteria	Evaluation Weighting
Technical	70%
Financial	30%
Total	100%

Is this the reason 30% of the final score in the matrix is awarded for the Financial proposition? Can this figure be changed on the matrix?

The reason I ask is that while it is important that the successful applicant commits to a financial contribution based on their revenues, the other categories far outweigh this one in importance.City of Vancouver - 2020-162 - Page 1065 of 1148

Michael

From: Li, Jessica Sent: Tuesday, January 21, 2020 11:39 AM To: Marousek, Michael Cc: McDonald, Erica Subject: PS20191554 - Evaluation form (draft) - SP Tennis

Hi Michael,

Attached is a draft evaluation form for the tennis RFP. Please review and make any changes to update the wording or the weighting.

Thanks Jessica

From: "McDona	ld, Erica" <erica.mcdonald@vancouver.ca></erica.mcdonald@vancouver.ca>
To: "Li, Jessie	ca" <jessica.li@vancouver.ca></jessica.li@vancouver.ca>
"Marouse	k, Michael" <michael.marousek@vancouver.ca></michael.marousek@vancouver.ca>
Date: 11/26/201	19 5:43:10 PM
Subject: RE: Stan	ley Park RFEOI
Attachments: PS20191	554 - RFP (draft).doc

Hi Jessica

I have made some suggested edits and comments in the document.

I noted that the list of 'acknowledgements' we drafted in our original document have not carried into the RFP. I understand that they may not fit the RFP structure and I have noted that you have referenced a few in the content but I am wondering if we shouldn't make clearer statements in the document. I would prefer that applicants are crystal clear on and agree to a few items up front vs. giving them the impression that they are open to negotiation later.

Daisy has again identified that we should expedite this process and that this will be mentioned in correspondence going out soon.

I have confirmed that this contract will go to a Board meeting for approval. 2020 dates aren't known yet.

Here is my attempt at a timeline on an expedited pace. Jessica you and I can review and finalize the steps and anticipated timeline this week so I can inform others.

Ву	
Dec 6, 2019	RFP Finalized and Published
Dec 13, 2019	Jessica works with Michael to draft evaluation matrix
Jan 6, 2020	Deadline for Submissions
Jan 9, 2020	Jessica Reviews Submissions, Shortlists and Forwards Applications and Evaluation Matrix to Erica
and Michael	
Jan 17, 2020	Erica and Michael Completes Matrix and Sends to Jessica
	Jessica schedules interview date holds in our calendars
Jan 24, 2020	Jessica processes information and identifies, with Michael and Erica, who needs to be
interviewed	
	Jessica works with Legal to draft contract
	Michael drafts Park Board report and identifies which Board meeting is targeted for presentation
Week of Jan 27th	Interviews are scheduled; negotiations are completed
Feb 7, 2020	Draft Board report submitted to Daisy
TBD	Report and Contract go before Park Board for Approval
Feb 28, 2020	Contract Awarded

Erica McDonald | Manager Recreation Services

t. 604.257.6945| c.<mark>s.15(1)(l)</mark>

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations

From: Li, Jessica Sent: Monday, November 18, 2019 3:02 PM To: McDonald, Erica; Marousek, Michael Subject: RE: Stanley Park RFEOI

Hi Erica and Michael,

Thanks Michael for sending an update. Attached is a very rough draft of the RFP so you can take a look at the basic format and structure of how it looks so far. I took a lot of the information that was in the tables and moved it into the City of Vancouver - 2020-162 - Page 1067 of 1148

scope of work section in order to set out our requirements.

Our standard RFP has a questionnaire section, and IBve included a few of the tables to be outlined there. We also have a commercial proposal section where we can put a table(s) for their fee proposal.

Well still need to make a bunch of updates. Feel free to make any changes directly on this document (track changes is on).

I also have some more questions, so please call me when you have a chance.

Thank you,

Jessica

From: Marousek, Michael Sent: Wednesday, November 13, 2019 9:55 AM To: McDonald, Erica; Li, Jessica Subject: RE: Stanley Park RFEOI

Good Morning Erica and Jessica,

Please see the updated document attached to this email. I added information about storage containers and edited the scoring matrix.

Please let me know if the document requires any further editing.

Have a great day, Michael

From: McDonald, Erica Sent: Friday, November 8, 2019 4:40 PM To: Li, Jessica Cc: Marousek, Michael Subject: RE: Stanley Park RFEOI

Thanx Jessica

From: Li, Jessica Sent: Friday, November 8, 2019 4:29 PM To: McDonald, Erica Cc: Marousek, Michael Subject: RE: Stanley Park RFEOI

Hi Erica,

We will be using RFP format. I started drafting it but it is in very rough format with a bunch of notes to myself, so I won is send it to you yet, as it will be confusing.

III work on it some more and send it next week after I get an updated draft from Michael.

Thanks Jessica

From: McDonald, Erica Sent: Friday, November 08, 2019 4:22 PM To: Li, Jessica Cc: Marousek, Michael Subject: Stanley Park RFEOI Hi Jessica,

Michael will get an updated draft RFEOI to you next week, hopefully by Tuesday.

Since you weren able to get your portion of the document to me today, go ahead and send it to Michael for comment once its ready.

I am off next week and Michael can steer the ship with you.

Thanx, Erica



Erica McDonald | Manager Recreation Services My pronoun is: she/her/hers Vancouver Board of Parks and Recreation Hillcrest Centre 4575 Clancy Loranger Way, V5Y 2M4 t. 604.257.6945] c s.15(1)(I)

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s.13(1)

s.13(1)

From:	"McDonald, Erica" <erica.mcdonald@vancouver.ca></erica.mcdonald@vancouver.ca>
To:	"Li, Jessica" <jessica.li@vancouver.ca></jessica.li@vancouver.ca>
Date:	12/4/2019 9:16:00 AM
Subject:	RE: Stanley Park Tennis RFP
Attachments:	PS20191554 - RFP (updated draft) 2020 w EM comments.doc

Hi Jessica,

I have used track changes for my suggested changes.

I spoke to your supervisor yesterday and she agreed to our inclusion on desire for preference for non profits. I included a subtle reference to it.

Some highlights:

- □ I changed the focus on Bupplier diversity to programming diversity as this is what we are primarily interested and will evaluate submission on I created a new chart to capture the information.
- □ I removed the monthly financial information/column from Table D upon reflection I determined this is not valuable but the annual information is.
- □ I changed the second column on Table B to prompt information on age group targeted as we need to know this information more than a description of the service (there wasn't enough room for description either) as we already understand what these programs are.

Please call if you have any questions. It remains imperative that this RFT is issued on Friday – let me know if this is still possible based on my suggested changes.

Erica McDonald | Manager Recreation Services t. 604.257.6945| c s.15(1)(I)

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From: Li, Jessica Sent: Tuesday, December 3, 2019 3:59 PM To: McDonald, Erica Subject: RE: Stanley Park Tennis RFP

Hi Erica, here an updated draft.

From: McDonald, Erica Sent: Friday, November 29, 2019 6:04 PM To: Collins, Tim; Araujo, Sev Cc: Li, Jessica Subject: RE: Stanley Park Tennis RFP

It does Tim. Thank you for taking the time to provide additional advice.

Erica McDonald | Manager Recreation Services t. 604.257.6945 | c. s.15(1)(l)

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From: Collins, Tim Sent: Friday, November 29, 2019 3:45 PM To: McDonald, Erica; Araujo, Sev Cc: Li, Jessica Subject: RE: Stanley Park Tennis RFP Hello Erica,

Given the vast array of these types of organizations, it may also be appropriate not to limit the preference term as a hard definition, but perhaps phrase it as such in general context.

As an example wording, preference shall be given to proponents who are structured as Non-Profits, Not for Profits or similarly operating entities.

This should be specific enough to attract the proponents that you are looking for but also flexible enough to accommodate some proponents that perhaps you were not expecting to come forward?

I hope that this helps.

Tim Collins 604-257-8437

From: McDonald, Erica Sent: Friday, November 29, 2019 3:24 PM To: Collins, Tim; Araujo, Sev Cc: Li, Jessica Subject: RE: Stanley Park Tennis RFP

Thanx for your replies Tim.

I did speak to Cheryl and she does not believe a report is necessary unless major deviation occurs. Jessica, I like Tim's suggestion re us stating our preference for a non profit and that verification will be requested if successful. I would prefer if you could provide guidance on the language referenced- e.g. non-profit, not for profit or ?

Erica McDonald | Manager Recreation Services t. 604.257.6945 | c.^{s.15(1)(I)}

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From: Collins, Tim Sent: Friday, November 29, 2019 2:06 PM To: McDonald, Erica; Araujo, Sev Cc: Li, Jessica Subject: RE: Stanley Park Tennis RFP

See comments in RED below

Tim Collins 604-257-8437

From: McDonald, Erica Sent: Wednesday, November 27, 2019 4:11 PM To: Araujo, Sev; Collins, Tim Cc: Li, Jessica Subject: Stanley Park Tennis RFP

Hello Sev/Tim,

Need your help on a couple of items related to the Stanley Park Tennis RFP.

First of all Jessica received direction from her supervisor to fashion this as an RFP vs an RFEOI. She and I have met to review it couple of times and she is making further additional the complete, payillage dier to send it to you for your review.

In particular please review the financial section – we are asking that they tell us how they plan to compensate the Park Board vs. us telling them what we expect. It's a bit unusual but it supports our emphasis on alignment with our priniciples and on partnership concepts vs. financial compensation. We need your comments back by next Wednesday at the latest.

Gail and Gord have been corresponding with the Commissioners along with several of their clients to ask that their contract be extended one more year because of the timing of the RFP. I have been asked by Daisy to expedite the procurement process and we promised same in a memo that went to Commissioners yesterday.

It is our plan to kick off the process by sending out the RFP on December 6th at the latest.

In order to finalize the RFP we need to know the following (please respond by replying all no later than Monday):

1. It is our desire to work with a non-profit or not-for-profit organization over a for profit group. We want the applicant to identify what type of organization they are and to prove it. Can you provide us with the correct nomenclature for types of groups (e.g. non-profit, society, registered xxx?) and identify the means to validate it (provide a registration number, provide a tax return)? This appears to be more of a procurement item, given that there are many iterations of the "a society" perhaps the approach is more that you would include your expectations around non-profits as well as language that the proponent will be subject to verification and may be asked to provide additional information of their organizations status upon request? I however have included the following link:

https://www2.gov.bc.ca/gov/content/employment-business/business/not-for-profit-organizations/societies

- Does the awarding of a contract for an RFP have to go to the Board for approval? I heard you mention this several times but Daisy indicates that it is not necessary. I need to know. Perhaps Jessica should confirm this with procurement and with Cheryl Chan for clarity
- Can one of you join Michael and I as an evaluator of the RFPS? We plan to do evaluations around the second week of January. YES

Thanx and looking forward to your reply.



Erica McDonald | Manager Recreation Services My pronoun is: she/her/hers Vancouver Board of Parks and Recreation Hillcrest Centre 4575 Clancy Loranger Way, V5Y 2M4 t. 604.257.6945] c \$.15(1)(I)

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