



# REQUEST FOR PROPOSALS

RFP NO. CGHA 2022-000

FOR

## **HOCKEY DEVELOPMENT**

1. ON-ICE HOCKEY SKATING DEVELOPMENT (001)
2. GOALIE DEVELOPMENT (002)
3. OFF-ICE TRAINING/DEVELOPMENT (003)

ISSUE DATE: *MAY 25, 2022*

RFP SUBMISSION DEADLINE: 12:00:00 P.M. EST

*JUNE 8, 2022*

**Intent to Bid/Receipt Confirmation Schedule**

**To:** Clarington Girls Hockey Association  
Attn: Kayle Tronstad  
91 King Street E.,  
PO Box 172  
Bowmanville, ON  
L1C 5E2  
Email: playerdevrep@cgha.ca

**Re: RFP No. CGHA 2022-000**

Proponents are requested to acknowledge receipt of RFP **Hockey Development** and their intent to submit a Proposal by sending this Intent to Bid/Receipt Confirmation Schedule by email to the attention of CGHA Contact. Proponents submitting this Intent to Bid/Receipt Confirmation Schedule will be notified of any addendum issued to this RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

**THIS CONFIRMATION MAY BE RECEIVED BY [DATE] OR CGHA WILL ASSUME NO INTENT TO BID.**

***[Please check your answer]***

I / We      DO ☐      DO NOT ☐      Intend to submit a Proposal to this RFP.

Representative's contact information:

_____ Company Name	_____ Representative's Signature
_____ Address	_____ Name – Please Print
_____ City, Province, Postal Code	_____ Title
_____ Phone	_____ Date
_____ Email	

Request for Proposal (“RFP”)

**RFP NO: 2022-000**

**Article 1 Introduction**

**1.1 Definitions**

In this RFP, unless the context otherwise requires, the following terms have the meanings indicated below:

- (a) **“Agreement”** has the meaning ascribed in Section 1.3 (Type of Agreement).
- (b) **“Applicable Law”** and **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.
- (c) **“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m., EST except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.
- (d) **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- (e) **“Days”** means calendar days.
- (f) **“Eligible Proposal”**, has the meaning ascribed in Article 4 (Evaluation Process), means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.
- (g) **“Evaluation Team”** means the individuals who have been selected by CGHA to evaluate the Proposals.
- (h) **“CGHA”** means Clarington Girls Hockey Association
- (i) **“CGHA Contact”** means the individual identified in Section 2.1 (CGHA Contact).
- (j) **“Preferred Proponent”** means the Proponent(s) that CGHA has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

## ***Hockey Development***

- (k) **“Proponent”** or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.
- (l) **“Proposal”** or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.
- (m) **“Request for Proposals”** or **“RFP”** means this Request for Proposals issued by CGHA for the purchase of the Services, and all addenda thereto.
- (n) **“RFP Submission Deadline”** means the Proposal submission date and time as set out in Section 2.2 (RFP Tentative Schedule) and as may be amended from time to time in accordance with the terms of the RFP.
- (o) **“Services”** means the services intended to be procured pursuant to this RFP.
- (p) **“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to CGHA and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

### **1.2 Rules of Interpretation**

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- (b) Words in the RFP shall bear their natural meaning.
- (c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- (d) In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (e) Unless otherwise indicated, time periods will be strictly applied.

## ***Hockey Development***

- (f) The following terminology applies in the RFP:
- (i) Whenever the terms “must” or “shall” are used in relation to CGHA or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “CGHA shall” or the “Proponent shall”, as the case may be.
  - (ii) The term “should” relate to a requirement which CGHA would like the Proponent to address in its Proposal.
  - (iii) The term “will” describe a procedure that is intended to be followed.

### **1.3 Type of Agreement**

The Preferred Proponent shall be required to enter into an agreement (“**Agreement**”) substantially in the form of the draft agreement attached as Appendix A. The Agreement will be signed on or around **June 20-24 2022** and no obligation on the part of CGHA shall arise until such time as the Agreement is signed (provided that the terms of the RFP shall apply between CGHA and each compliant Proponent). The term of the Agreement is intended to be for a period of one (1) season with an option in favour of CGHA to extend the term of the Agreement on the same terms and conditions for an additional period of up to **one season**.

It is intended that only a single Preferred Proponent will be selected (however, CGHA reserves the right to select more than one Preferred Proponent).

### **1.4 Background**

This Request for Proposals is issued by Clarington Girls Hockey Association (“**CGHA**”).

The Clarington Girls Hockey Association was founded in 1990 and is based in the Clarington Municipality. With over 700 participants ranging in age from Fundamentals to U22, in House League, Developmental Stream, and Competitive, we provide hockey development and programming for women and girls.

The CGHA is committed to making hockey a fun way for girls to gain confidence and make friends by encouraging teamwork, hard work, and athletic dedication. This assists all athletes in becoming the best players, team members, and leaders they can be on and off the ice, now and in the future.

Further information about CGHA is available at [www.claringtonflames.ca/](http://www.claringtonflames.ca/)

### **1.5 Services**

This RFP is issued for the purpose of obtaining Proposals for ***Hockey Development***,

1. ON-ICE HOCKEY SKATING DEVELOPMENT (001)
2. GOALIE DEVELOPMENT (002)

## ***Hockey Development***

### **3. OFF-ICE TRAINING/DEVELOPMENT (003)**

#### **1.6 Objectives**

CGHA is seeking to satisfy the following objectives in issuing the RFP:

To engage the services hockey skills development for the purposes of the competitive program from U9 to U18.

1. ON-ICE HOCKEY SKATING DEVELOPMENT (001)
2. GOALIE DEVELOPMENT (002)
3. OFF-ICE TRAINING/DEVELOPMENT (003)

## **Article 2 RFP Terms and Procedures**

### **Part A Procedure**

#### **2.1 CGHA Contact**

##### **2.1.1 Contact Information**

All communications with CGHA regarding any aspect of this RFP (up until any contract award notification) must be directed to CGHA Contact:

Clarington Girls Hockey Association  
Attn: Kayle Tronstad  
91 King Street E.,  
PO Box 172  
Bowmanville, ON  
L1C 5E2  
Email: [playerdevrep@cgha.ca](mailto:playerdevrep@cgha.ca)

Proponents that fail to comply with the requirement to direct all communications to CGHA Contact may be disqualified from the RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- (a) any agent of CGHA (other than CGHA Contact);
- (b) any member of the Evaluation Team; and
- (c) any expert or advisor assisting the Evaluation Team.

##### **2.1.2 Notice**

Proponents are advised that from the date of issue of the RFP through any award notification:

## ***Hockey Development***

- (a) only the CGHA Contact is authorized by CGHA to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- (b) as noted above, Proponents must not contact any officer, director, employee, agent of CGHA except for CGHA Contact, unless instructed to do in writing by CGHA Contact;
- (c) under no circumstances shall a Proponent rely upon any information or instruction from any officer, director, employee, agent of CGHA unless the information or instruction is provided in writing by CGHA Contact; and
- (d) no officer, director, agent of CGHA shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by CGHA Contact.

### **2.2 RFP Tentative Scheduled Timetable**

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	<i>May 25, 2022</i>
Questions to be Submitted in Writing	<i>May 31, 2022</i>
RFP Submission Deadline	<i>June 8, 2022</i>
Oral Presentation and/or Demonstration	<i>June 10-15, 2022</i>
Anticipated Award Date	<i>June 20-24</i>
Anticipated Agreement Start Date	<i>September 2022</i>

- (a) CGHA may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty.
- (b) In the event of any change in the RFP Submission Deadline, the Proponents shall thereafter be subject to the extended RFP Submission Deadline.

### **2.3 Information**

#### **2.3.1 Proponent to Review**

Every Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

#### **2.3.2 Proponent to Notify**

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 2.3.1 (Proponent to Review) exist, the Proponent must notify CGHA Contact in

## ***Hockey Development***

writing prior to submitting a Proposal. CGHA Contact will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- (a) after submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 2.3.1 (Proponent to Review) were present with respect to the RFP; or
- (b) claim that CGHA is responsible for any of the circumstances listed in Section 2.3.1 (Proponent to Review).

## **2.4 Clarification and Questions**

### **2.4.1 Submission**

The following apply regarding any request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification by email to CGHA Contact
- (b) In submitting a request for clarification, a Proponent must include a contact name, with telephone number and email address.
- (c) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.
- (d) Requests for clarification must be submitted by the deadline as set out in Section 2.2 (RFP Tentative Scheduled Timetable).

### **2.4.2 Questions and Answers**

CGHA shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.4.1 (Submission), subject to the provisions of this Section. on CGHA.

## **2.5 Receipt Confirmation**

Proponents are requested to complete and return either by facsimile or by email the Intent to Bid/Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

## **2.6 Proposal Submission**

### **2.6.1 General**

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 2.2 (RFP Tentative Scheduled Timetable). Submissions MUST be made through email.



## **Details for Proposal Submissions**

Proposals received after the RFP Submission Deadline shall not be considered.

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

Proposals are to be submitted in English only, and any Proposal received by CGHA that is not entirely in English may be disqualified.

### **2.6.2 Receipt**

Every Proposal received will be date/time stamped at the location referred to in Section 2.6.1 (General) and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by the RFP Submission Deadline.

### **2.7 Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by providing written notice to CGHA Contact before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. CGHA has no obligation to return withdrawn Proposals.

### **2.8 Amendment of Proposal**

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to CGHA Contact in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. CGHA has no obligation to return amended Proposals.

### **2.9 Completeness of Proposal**

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to CGHA at no additional charge. Any requirement that may be identified by the Proponent after the RFP Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

### **2.10 Proponent's Proposals**

All Proposals submitted by the Submission Deadline shall become the property of CGHA and will not be returned to the Proponents.

## **2.11 Proposal Irrevocability**

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.7 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 120 days from the RFP Submission Deadline.

Proposals will not be opened publicly.

## **2.12 Acceptance of RFP**

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

## **2.13 Amendments to the RFP**

Subject to Section 2.2 (RFP Tentative Schedule) and Section **Error! Reference source not found. (Error! Reference source not found.)**, CGHA shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

## **2.14 Clarification of Proponent's Proposal**

CGHA shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. CGHA shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by CGHA from a Proponent in response to a request for clarification from CGHA may be considered to form an integral part of the Proponent's Proposal, in CGHA's sole discretion.

## **2.15 Verification of Information**

CGHA shall have the right, in its sole discretion, to:

- (a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means CGHA may deem appropriate, including contacting persons in addition to those offered as references
- (b) reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or

## ***Hockey Development***

- (c) access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Association shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to CGHA verifying such information.

### **2.16 Proposal Acceptance**

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 4 (Evaluation Process), will form a part of the evaluation process.

### **2.17 Substantial Compliance**

CGHA shall be required to reject Proposals which are not substantially compliant with this RFP.

### **2.18 No Publicity or Promotion**

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of CGHA.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, CGHA shall be entitled to take all reasonable steps as may be deemed necessary by CGHA, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

### **2.19 Debriefing**

Not later than 30 Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact CGHA Contact to request a debriefing from CGHA.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

## **2.20 Bid Protest Procedure**

In the event that a Proponent wishes to review the decision of CGHA in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a written protest (“**Protest**”) to CGHA within 10 Days from such a debriefing.

Any Protest that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

A Protest shall include the following:

- (a) a specific identification of the RFP provision and/or procurement procedure that is alleged to have been breached;
- (b) a specific description of each act alleged to have breached the RFP provision and/or procurement procedure;
- (c) a precise statement of other relevant facts;
- (d) an identification of the issues to be resolved;
- (e) the Proponent’s arguments and supporting documentation; and
- (f) the Proponent’s requested remedy.

## **Part B Additional Terms**

### **2.21 Confidentiality**

#### **2.21.1 Confidential Information of CGHA and the Purchaser**

In respect of all correspondence, documentation, and information of any kind provided by or on behalf of CGHA or Purchaser to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- (a) The Proponent shall treat such information as confidential and, except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Proponent shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Purchaser; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Proponent.

## **Hockey Development**

- (b) Such information remains the property of CGHA and shall be removed from CGHA' premises only with the prior written consent of CGHA .
- (c) Such information must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable.
- (d) The Proponent agrees to return that information to CGHA upon request.
- (e) Where disclosure is required by law (as referenced in item (a) above), the Proponent agrees to notify CGHA, prior to disclosure of the confidential information.

### **2.21.2 Confidential Information of the Proponent**

Except as provided otherwise in this RFP, or as may be required or permitted by Applicable Laws, CGHA shall treat the Proponents' Proposals (including, but not limited to pricing and product information) and any information gathered in any related process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Supplier; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by CGHA .

During any part of this RFP process, CGHA or any of its representatives or agents, shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because CGHA has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

### **2.21.3 Proponent's Submission**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

### **2.21.4 Personal Information**

Personal Information shall be treated as follows:

- (a) **Submission of Information** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to provide services unless specifically requested. Should CGHA request such information, CGHA will treat this information in accordance with the Agreement and will maintain the information for a period of 7 years from the time of collection.

## ***Hockey Development***

- (b) **Use** – Any Personal Information that is requested from each Proponent by CGHA shall only be used to (i) to select the qualified individuals to undertake the project/services; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the successful Proponent, for contract management purposes.
- (c) **Consent** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to CGHA. If any Personal Information is disclosed to CGHA by a Proponent, CGHA will consider that the appropriate consents have been obtained for the disclosure to and use by CGHA of the requested information for the purposes described herein.
- (d) **Refer to 3.9** for additional requirements.

### **2.21.5 Non-Disclosure Agreement**

CGHA reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to CGHA regarding the confidential information of CGHA or another person related to the RFP.

### **2.22 Competition Act**

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

### **2.23 Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that trade agreement, although the rights and obligations of the parties shall be governed by the specific terms of the RFX. For more information, please refer to the: <https://www.cfta-alec.ca/>

### **2.24 Canadian Police Information Centre (CPIC) Clearance**

The Successful Proponent(s), if any, at its/their sole cost, shall have security clearance from the Canadian Police Information Centre (CPIC) for working with a vulnerable sector completed on those parties who may have direct contact with players or personal information, (as deemed applicable by CGHA, to the standard of Ontario Government's Contractor Security Screening Process); and further, to insure that any such party or person that is screened to whom security clearance is not granted is replaced. The Successful Proponent(s), if any, shall provide an original copy of their CPIC checks to the CGHA contact the service, before services are initiated. The CPIC or CPIC for working with a vulnerable sector must be recent within six months of the start date of the service.

## **2.25 Permits, Licences, and Approvals**

### **2.25.1 General**

Proponents shall work with the CGHA to obtain all permit and approvals required in connection with the supply of the Services. The costs of obtaining such permits and approvals shall be the responsibility of, and shall be paid for by, the Proponent, unless agreed otherwise. For example: the CGHA may obtain and pay for the ice rental.

Where a Proponent is required by Applicable Laws to hold or obtain any such permit, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by CGHA shall be considered an approval by CGHA for the Proponent to carry on such activity without the requisite permit or approval.

## **2.26 Intellectual Property**

The Proponent shall not use any intellectual property of CGHA, including but not limited to, logos, registered trade-marks, or trade names of CGHA, without the prior written approval of CGHA.

## **2.27 Rights of CGHA– General**

In addition to any other express rights or any other rights which may be implied in the circumstances, CGHA reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at CGHA' discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- (c) waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in CGHA' sole discretion;
- (d) verify with any Proponent or with a third party any information set out in a Proposal;
- (e) check references other than those provided by Proponents;
- (f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with CGHA impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;

## ***Hockey Development***

- (g) disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with CGHA , (ii) otherwise failed to perform to the reasonable satisfaction of CGHA , (iii) been charged or convicted of an offence in respect of a contract with CGHA , or (v) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of CGHA ;
- (h) disqualify any Proponent that has breached any Applicable Laws or that has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Proposal;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) accept or reject a Proposal if only one Proposal is submitted;
- (k) reject a subcontractor proposed by a Proponent within a consortium;
- (l) select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CGHA;
- (m) cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - (i) CGHA determines that it would be in the best interest of CGHA not to award an Agreement;
  - (ii) the Proposal prices exceed the bid prices received by CGHA in connection with a previous acquisition or procurement of services that are similar to the Services;
  - (iii) the Proposal prices exceed the costs that CGHA would incur by doing the work, or most of the work, with its own resources;
  - (iv) the Proposal prices exceed the funds available for the Services; or
  - (v) the funding for the acquisition of the Services has been revoked, modified, or has not been approved;and where CGHA cancels this RFP, CGHA may do so without providing reasons, and CGHA may thereafter issue a new request for proposals, request for qualifications, sole source, or take no further action in respect of the matters contemplated by this RFP;
- (n) discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and



## ***Hockey Development***

- (o) reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against CGHA or is otherwise engaged in a dispute with CGHA.

By submitting a Proposal, the Proponent authorizes the collection by CGHA of the information identified in this RFP, which CGHA may request from any third party.

### **2.28 Rights of CGHA– Preferred Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 10 Business Days from being notified that it is the Preferred Proponent, CGHA may, in its sole discretion:

- (a) extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, CGHA may, in its sole discretion, terminate the discussions;
- (b) exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents; and
- (c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

CGHA may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

### **2.29 Proponent's Costs**

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- (a) the preparation, presentation, and submission of its Proposal;
- (b) the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- (c) the conduct of any due diligence on its part, including any information gathering activity;
- (d) the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- (e) any discussion and/or negotiation, if any, in respect of the Agreement.

### **2.30 No Liability**

The Proponent agrees that:

- (a) Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- (b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- (c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if CGHA commits a material breach of this RFP, CGHA ' liability to the Proponent, and the aggregate amount of damages recoverable against CGHA for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of CGHA , shall be no greater than the Proposal preparation costs that the Proponent seeking damages from CGHA can demonstrate.

### **2.31 Assignment**

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of CGHA . Any act in derogation of the foregoing shall be null and void.

### **2.32 Entire RFP**

This RFP and all Schedules form an integral part of this RFP.

### **2.33 Priority of Documents**

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

### **2.34 Governing Law**

The RFP, the Proponent's Proposal, and any resulting Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

## **Article 3 General Requirements and Pricing**

The Requirements set out below will be scored and failure by a Proponent to meet any requirement will affect the Proponent's evaluation and final score under Article 4 (Evaluation Process). Every Proponent should provide its responses to the General Requirements in the Requirements Schedule or as otherwise directed.

### **Part A Corporate Overview**

#### **3.1 Proposal Format**

##### **3.1.1 General**

The Proponent's Proposal should be comprised and formatted as follows:

- (a) ***One (1)*** electronic original copy of the Proposal;

Each electronic document should not exceed 5 MB in size; information may be split up into separate documents, if necessary.

##### **3.1.2 Forms and Schedules**

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to in this Article 3 (General Requirements) and listed below. Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

***Requirements Schedule***  
***Corporate Overview Schedule***  
***Services Schedule***

##### **3.1.3 Technical Issues**

In preparing its Proposal, the Proponent should adhere to the following:

- (a) all pages should be numbered, (double-sided printing is encouraged), with a font no less than 11 point;
- (b) include a title page and complete table of contents at the front of the Proposal immediately following the title page; with dividers/tabs at least at the beginning of each part of the Proposal;
- (c) avoid using symbols in the file name such as &, #, etc.;
- (d) each electronic document should not exceed **5** MB in size; information may be split up into separate documents, if necessary;

## ***Hockey Development***

- (e) avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- (f) no embedded hyperlinks to online literature about the Services are permitted – as needed, a PDF document containing such information may be incorporated within the Proposal.
- (g) completely address, on a point-by-point basis, each requirement identified in this Article 3 (General Requirements);
- (h) adhere to the Proposal format requirements described above; and
- (i) respond to the requirements in the applicable schedule, or as may be directed in this RFP – the Schedules provided, as appropriate, should be used for completing the Proposal.

### **3.2 Executive Summary**

The Proponent should submit an executive summary of its Proposal describing the main features, benefits, and any limitation or condition of its Proposal, in non-technical terms. Such executive summary should include no reference to Pricing and should not exceed three 8.5 x 11 inch pages.

#### **3.2.1 Financial Viability**

The Proponent should provide any financial information (e.g., annual report, banking information, and/or guarantees) necessary to adequately establish the Proponent's financial capability for the project to be undertaken or the Services requested pursuant to this RFP. Such information should be submitted in the **Error! Reference source not found..**

### **3.3 Legal Actions**

The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on the availability of the Services proposed by the Proponent.

## **Part B Services**

### **3.4 Scope of Work**

The Proponent should review the Services set out in the **Error! Reference source not found.** and demonstrate which Services the Proponent will be able to meet. The Proponent should demonstrate an understanding of the Services to be provided and should describe the approaches the Proponent proposes to take to meet the Services requirements requested pursuant to this RFP.

### **3.5 Proposed Work Plan and Timeframe**

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

## **Part C Form of Agreement**

### **3.6 Acceptance of the Form of Agreement as Attached**

The Proponent should identify in its proposal (i) any clauses in the Form of Agreement to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.

A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by CGHA, may be disqualified.

The Proponent should not submit its own Form of Agreement or Terms and Conditions.

A Proponent that would accept the Form of Agreement as attached shall respond by stating "Not Applicable."

## **Part D Pricing**

### **3.7 General**

#### **3.7.1 Pricing Schedule**

All pricing should be quoted as outlined in the Pricing Schedule Part A (Pricing).

### **3.8 Pricing Schedule Components**

#### **3.8.1 Payment Terms**

**30 days**

## **Article 4 Evaluation Process**

### **4.1 General**

The evaluation of the Proposals will be conducted by the evaluation team (the "**Evaluation Team**") in several stages, as described below. CGHA will determine the membership of the Evaluation Team, in its sole discretion, which may include external consultants and advisors. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points
I	Mandatory Requirements	(Pass/Fail)
II	General Requirements	<b>50</b>
III	Oral Presentation	<b>25</b>
IV	Pricing	<b>25</b>
V	Reference Verification	<b>(Pass/Fail)</b>
	Total	<b>100</b>

#### **4.2 Stage I – Review of Mandatory Requirements (Pass/Fail)**

A Proposal must include, or conform with, the following Mandatory Requirements:

##### **4.2.1 Mandatory Requirements Checklist**

Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

##### **4.2.2 Declaration and Certification**

Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.

##### **4.2.3 Pricing Schedule**

Pricing Schedule, completed by the Proponent in accordance with the instructions contained in that schedule, provided that the following shall apply:

- (a) all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- (b) all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- (c) the Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the Form of Agreement, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

##### **4.2.4 Unfair Advantage and Conflict of Interest Statement**

Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

## **Hockey Development**

### **4.2.5 References**

References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

### **4.2.6 Proponent Consortium Information**

Where a consortium is responding to this RFP, the following shall apply:

- (a) the Proponent shall identify itself as the sole Proponent; and
- (b) the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that CGHA shall be entitled to reject a proposed subcontractor.

Where a consortium is not responding to this RFP, the Proponent shall respond by stating "Not Applicable".

### **4.3 Stage II – Evaluation of General Requirements (50 points)**

The General Requirements to be used by the Evaluation Team in the scoring of each Eligible Proposal are as follows:

<b>Evaluation Criteria</b>	<b>Section</b>	<b>Weighting</b>
Corporate Overview	4.3.1	<b>5</b>
Services	4.3.2	<b>40</b>
Form of Agreement	4.3.3	<b>5</b>

#### **4.3.1 Corporate Overview (5 points)**

This will be rated as to the satisfactory degree of detail of the Corporate Overview Schedule including financial viability.

#### **4.3.2 Services (40 points)**

<b>Criteria</b>	<b>Proponent to Provide</b>
Experience and Qualifications	<ul style="list-style-type: none"><li>• Overview of the proposed team that will work with CGHA, a brief profile of each team member, including their relevant experience providing similar services within the past three years</li><li>• Demonstrated experience</li></ul>

## **Hockey Development**

	<ul style="list-style-type: none"><li>• Examples of experience in providing similar services</li></ul>
Methodology and Approach	<p>A plan describing how the proponent will approach the work that includes:</p> <ul style="list-style-type: none"><li>• A detailed description of the approach to the deliverables outlined in the RFP</li><li>• Outline the evaluation process to measure success</li><li>• Summary of how the proponent's team will work with the CGHA team throughout the process</li></ul>

### **4.3.3 Form of Agreement (5 points)**

This will be rated as the degree to which the Proponent are willing to accept CGHA ' Form of Agreement, with changes that are in the Proponent's favour resulting in fewer points.

### **4.4 Stage III – Oral Presentation (25 points)**

***Top proponents will be invited to the Stage III oral presentations scheduled for June 2022.***

The purpose of the Oral Presentation and/or Demonstration will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team so as to validate and to make final adjustments, if required, to the evaluation results of the written Proposal. In advance of the Oral Presentation and/or Site Visit, each Proponent invited to make a presentation will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the Oral Presentation and/or Site Visit stage. In addition, the Oral Presentation and/or Demonstration will be evaluated on the basis of the following framework:



## Hockey Development

	Oral Presentation and/or Site Visit
1	Demonstration of Proponent commitment to CGHA
2	Response to all Proponents' pre-defined questions developed from Proposal
3	Response to specific Proponent pre-defined questions developed from Proposal
4	Proponent's willingness to accept accountability for project
5	Demonstrated credibility and perceived confidence in Proponent's ability to supply the Services in a way that meets or exceeds the needs of CGHA within the required delivery time at a cost-effective price

### 4.5 Stage IV – Pricing (25 points)

Pricing will be scored based on a relative pricing formula on the basis of the information provided in the Pricing Schedule.

Each Proponent will receive a percentage of the total possible points allocated to price for the Services by dividing that Proponent's price for the Services by the lowest bid price for the Services. For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points ( $120/120 = 100\%$ ). A Proponent who bids \$150.00 will receive 80% of the possible points ( $120/150 = 80\%$ ) and a Proponent who bids \$240.00 will receive 50% of the possible points ( $120/240 = 50\%$ ).

$$\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$$
$$\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$$

### 4.6 Stage V – Reference Verification (Pass/Fail)

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the Services delivered, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

#### **4.7 Tie Break Process**

In the event of tie in scoring among competing Proposals, the highest weighted criteria will be used to compare scores. Subject to the other rights and remedies which may be available to CGHA, in the event that CGHA would like to break a tie in order to enter into the Agreement, among the Proponents with the tied scores, the Proponent with the highest score in the highest weighted criteria will be declared the Successful Proponent. If a tie remains, CGHA may choose to use the second highest weighted criteria to compare scores among the tied Proponents who also have a tied score in the highest weighted criteria, in determining the Successful Proponent.

#### **4.8 Preferred Proponent**

After the references have been successfully verified, CGHA will notify the Preferred Proponent of its position as the Preferred Proponent, and invite it to enter into discussions to finalize the terms of the Agreement, attached. Subject to the requirements of Section 4.9 (Discussions with Preferred Proponent), CGHA expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

#### **4.9 Discussions with Preferred Proponent**

After identifying the Preferred Proponent, if any, CGHA may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion,

- (a) prior to making the award, where an immediate need exists, CGHA may issue a purchase order, on terms satisfactory to CGHA, as an interim measure; and
- (b) negotiate changes, amendments, or modifications to the Preferred Proponent's Proposal.

**Unfair Advantage and Conflict of Interest Statement Schedule**

Prior to completing this Schedule, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- ☐ The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- ☐ The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

---

---

---

---

---

The Proponent agrees to provide any additional information which may be requested by CGHA Contact, in the form prescribed by CGHA Contact.

Where, in its sole discretion, CGHA concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

---

Signature of Witness

---

Signature of Proponent representative  
I have authority to bind the Proponent

---

Name of Witness

---

Name and Title

---

Date:

**Requirements Schedule**

The Proponent should use the chart below to respond to the Requirements set out in Article 3 (General Requirements) of the RFP, unless otherwise directed here or in the RFP. Where an item is not applicable, type N/A in the space provided. The information listed under Requirement Item is not a complete description. Proponents should review the applicable provision in the RFP before responding.

**Proponent Name** \_\_\_\_\_

<b>RFP Section Ref #</b>	<b>Requirement Item</b>	<b>Proponent Response</b>
<b>Part A Corporate Overview</b>		
3.2	Executive Summary	
<b>Part B Services</b>		
3.4	Scope of Work	
<b>Error! Reference source not found.</b>	<b>Error! Reference source not found.</b>	
3.5	Proposed Work Plan and Timeframe	
3.12	<b>Error! Reference source not found.</b>	
<b>Part C Form of Agreement</b>		
3.14	Acceptance of the Form of Agreement as Attached	
<b>Part D Pricing</b>		
3.7.1	Pricing Schedule	See Pricing Schedule

**Pricing Schedule**

The Proponent should use the following charts to respond to Pricing Schedule. Where an item is irrelevant, type N/A in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

**Proponent Name** \_\_\_\_\_

**Part A Pricing**

<b>RFP Section Ref #</b>	<b>Resource Name and Title</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b>
3.7.1				

## ***Hockey Development***

### **Objectives & Scope**

The CGHA is looking to provide on-ice and off-ice development training for competitive program players and goalies for the 2022-2023 season for two x 8-week sessions per team or other grouping (example forwards from two teams, and defence from another two teams) however, this recommendation or best practice can come from the Proponent.

### **Background and History**

The Clarington Girls Hockey Association was established in 1990 in the Clarington Municipality. We provide hockey development and programming for women and girls with over 700 participants ranging in age from Fundamentals to U22, in House League, Developmental Stream, and Competitive.

By encouraging teamwork, hard work, and athletic dedication, the CGHA hopes to make hockey a fun way for girls to gain confidence and make friends. This helps all athletes become the best players, team members, and leaders they can be, both on and off the ice, now and in the future.

### ***Requirements & Deliverables***

#### **Requirements:**

- Demonstrated experience working closely youth, in particular competitive youth athletes.

#### **Deliverables:**

\*Please keep in mind that we are looking for **three** separate proposals; the Proponent is free to provide any one or a combination of quotes, up to and including three.

- 1. ON-ICE HOCKEY SKATING DEVELOPMENT**
- 2. GOALIE DEVELOPMENT**
- 3. OFF-ICE TRAINING/DEVELOPMENT**

#### **1. On-Ice Hockey Skating Development**

- Design of two 8-week on-ice intensive hockey skating development sessions for female competitive hockey athletes.
- Providing a separate focus on forward skating development and defensive skating development (separate groups) that is focused on providing the most appropriate level of training for each age group, as outlined below in Hockey Canada's guide.
- The team composition is as follows: U9 (two teams), U11 (two teams), U13 (three teams), U15 (four teams), and U18 (four teams) (2 teams) (please quote on this, but this could increase or decrease slightly).
- CGHA will be responsible for paying for and booking the ice time required in coordination with the Proponent ideally over one to two days in a dedicated time block.

## ***Hockey Development***

- Proving no greater than a 1:6 instructor player ratio.
- Sessions should be 50 minutes in length.

### **2. Goalie Development Proposal**

- Design of two 8-week goalie development programs.
- Providing a focused on the most appropriate level of training for each age group, as outlined below in Hockey Canada's guide.
- The team composition is as follows: U9 (two teams), U11 (two teams), U13 (three teams), U15 (four teams), and U18 (four teams) (2 teams) (please quote on this, but this could increase or decrease slightly).
- CGHA will be responsible for paying for and booking the ice time required.

### **3. Off-Ice Training/Development Proposal**

- Design of two 8-week off-ice training/development sessions for female competitive hockey athletes.
- Providing a separate focus on forward skating development and defensive skating development (separate groups) that is focused on providing the most appropriate level of training for each age group, as outlined below in Hockey Canada's guide.
- The team composition is as follows: U13 (three teams), U15 (four teams), and U18 (four teams) (2 teams) (please quote on this, but this could increase or decrease slightly).

## **Notification of and Communication with the Purchaser**

1. The Proponent will provide CGHA with the name of a contact person at the Proponent's organization responsible for the Proponent's privacy compliance and notify the Purchaser within 24 hours of any changes in the identity of the responsible person.

**Mandatory Requirements Checklist Schedule**

The Proponent should indicate the page number in its Proposal where each Mandatory Requirement can be found. In the event that CGHA determines, in its sole discretion, that any Mandatory Requirement is not met, the Proposal shall be disqualified.

	<b>Mandatory Requirements</b>	<b>Page #</b>
<b>M1</b>	4.2.1 Mandatory Requirements Checklist	
<b>M2</b>	4.2.2 Declaration and Certification	
<b>M3</b>	4.2.3 Pricing Schedule	
<b>M4</b>	4.2.4 Unfair Advantage and Conflict of Interest Statement	
<b>M5</b>	4.2.5 References	
<b>M6</b>	4.2.6 Proponent Consortium Information	



**Declaration and Certification Schedule**

**TO:** **[INSERT]** (the “CGHA ”)

**RE: IN THE MATTER OF** our Proposal dated **[Insert]** to which this Declaration and Certification Schedule is an integral part the Proposal prepared by **[Insert]** and submitted in response to a Request for Proposals issued by CGHA dated **[Insert]** as amended, regarding the selection of a Proponent to execute the Agreement pursuant to the RFP.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Declaration and Certification Schedule. I solemnly declare and certify as follows:

**1. Proponent Information**

(a) The full legal name of the Proponent is:

---

---

---

(b) Any other registered business name under which the Proponent carries on business is:

---

---

---

(c) The name, address, telephone, facsimile number, and e-mail address of the contact person for the Proponent:

---

---

---

---

---

---

---

---

---

---

## **2. Offer**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services in accordance therewith at the Rates set out in the Pricing Schedule.

## **3. Pricing**

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in the Pricing Schedule.

## **4. Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by CGHA prior to the RFP Submission Deadline. The onus remains on the Proponent to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

---

---

## **5. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for **30 days in accordance with Section 2.11** (Proposal Irrevocability) following the Proposal RFP Submission Deadline.

## **6. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to CGHA's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

## **7. Proof of Insurance**

By signing this Declaration and Certification Schedule, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing.

**Execution of Agreement**

If its Proposal is selected by CGHA, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP. The Purchaser is prepared, but not obligated to negotiate minor changes only to the Form of Agreement with the successful Proponent.

---

Signature of Witness

---

Signature of Proponent representative  
*I have authority to bind the Proponent*

---

Name of Witness

---

Name and Title

---

Date:

**References Schedule**

**Proponent Name:**

The Proponent is to identify a minimum of 2 references with respect to itself, and complete the information set out below.

<b>Reference 1</b>	<b>Proponent Response</b>
Name (include reference sites, if available)	
Contact Information (name/phone/email): Identify appropriate contacts to discuss the Services (i.e., V.P. of ... in this area)	
Detailed description of the Services provided	
Start up date of implementation	

<b>Reference 2</b>	<b>Proponent Response</b>
Name (include reference sites, if available)	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services (i.e., V.P. of ... in this area)	
Detailed description of the Services provided	
Start up date of implementation	