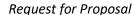




## REQUEST FOR PROPOSAL (RFP)

HOCKEY CLINICS
July 2024

THE INFORMATION YOU ARE ABOUT TO VIEW, INCLUDING BUT NOT LIMITED TO: SPECIFICATIONS, SCHEDULES, SKETCHES, TECHNICAL INFORMATION AND DATA, IS THE PROPERTY OF THE WASAGA BEACH MINOR HOCKEY ASSOCIATION AND IS PROVIDED TO THE USER ON THE UNDERSTANDING THAT SUCH INFORMATION SHALL REMAIN <u>STRICTLY CONFIDENTIAL</u>. ITS CONTENTS, IN WHOLE OR IN PART, SHALL NOT BE DISCLOSED OR USED IN ANY MANNER OTHER THAN FOR THE PURPOSES OF RESPONDING TO THIS REQUEST FOR PROPOSAL (RFP). BY OPENING THESE MATERIALS AND VIEWING THIS INFORMATION, YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH ABOVE.





## Request for Proposal (RFP)

The Wasaga Beach Minor Hockey Association (WBMHA) invites you and or your company to respond to this RFP. The focus of the RFP is to select a partner for the 2024-2025 Hockey Season to deliver hockey clinics on behave of WBMHA for its registered participants.

The RFP is a tool to help the WBMHA understand your organization's relevant capabilities.

The WBMHA is seeking to develop a partnership to deliver Hockey Clinics for the current hockey season (2024-2025) or one year. This RFP will enable us to understand how your organization will meet the needs of the WBMHA in a cost-effective and value-added manner.

## 1 Introduction to the Wasaga Beach Minor Hockey Association

The Wasaga Beach Minor Hockey Association organizes, develops and promotes minor ice hockey for all ages, U5 up to and including the U21 age division.

## WBMHA provides:

- The opportunity for all registered participants within our Association to participate in recreational local league ice hockey, and to provide community and locally based programs, which will allow a player to participate in an environment for fun, physical exercise and fair play;
- The development of and participation in representative ice hockey and provide the opportunity to participate at a higher competitive level all the while allowing to participate in an environment of fun.
- Instill, in all players, team officials, parent reps, referees and members associated with the WBMHA good sportsmanship, correct and proper behaviour on and off the ice, respect for authority and team play

The Association shall be operated without the purpose of pecuniary gain to any of the Members and any surplus or accretions of the Association shall be used solely for the purposes of the Association and for the promotion of its objects.

Additional information can be found here: <a href="https://wasagaminorhockey.com/">https://wasagaminorhockey.com/</a>



# Overview of the WBMHA Outsourced Hockey Clinics Requirements, Objectives & Outcomes

#### 1. Hockey Clinics

The Wasaga Beach Minor Hickey Association is looking for qualified individuals passionate about player development at the U5-U21 age categories.

You will be responsible for delivering hockey clinics including, but not limited to:

- Goalie clinics
- Defensive clinics
- Body Checking Clinics
- Power Skating Clinics
- Puck handling/shooting/passing
- On ice player development

You should embody the character and values that will set a positive example for all players and member families of Wasaga Beach Minor Hockey Association.

#### 2. OBJECTIVES

As part of this RFP process, the WBMHA is seeking to partner to provide high quality hockey clinics in order to fulfill the following objectives:

- 1. Provide opportunities for all eligible players for skill improvement
- 2. Deliver community based programs
- 3. Maintaining or improving clinic delivery
- 4. Creation of efficiencies
- 5. Risk Management

#### 3. OUTCOMES

The outcome of the RFP will allow WBMHA to provide high quality hockey clinics for all eligible participants for the current season of hockey.

#### Selection Criteria

The WBMHA will use multiple criteria to select the most appropriate partner. Respondents are encouraged to be as creative as possible in their proposals. Lowest cost will not be the sole criteria. Consideration of all the key objectives described in this document, will be expected from all submissions and will be the basis of our evaluation of submitted proposals. The following list, in no particular order will be used in the determination of a successful bidder.

- Services, capabilities and ability to meet the WBMHA objectives
- Quality of program delivery and relevance of references
- History, amount of experience with this type of initiative, and fit with the WBMHA
- Involvement with the community
- Overall quality of the proposal
- Pricing and total program cost



## 2 Proposal Requirements

Proposals shall include (at a minimum) the following information, clearly referencing each section below in your response:

#### 2.1 Individual or Company Profile

Please provide a summarized background of your company, ensuring to include at least the following items:

- 1. Number of years in operation
- 2. Types of services offered
- 3. Philosophy, mission, vision
- 4. Description of services offered, certifications, years of service etc.
- 5. Please outline any history and experience in working with the WBMHA and/or other minor hockey associations including duration, location and nature of work, past or present
- 6. A brief description of position or policies related to training, child protection and safety certificates

Please feel free to provide any other relevant information to describe your organization.

#### 2.2 Qualifications of the Vendor

- 1. Provide the qualifications have you obtained and currently poses with documentation.
- Please summarize the benefit to the WBMHA of implementing and endorsing proposed services.
   Detail the company's history and experience serving communities and provide specific reference to your ability to align with the mission and vision of the WBMHA

#### 2.3 Proposed Services

- 1. Please provide a full description of a proposed clinics outlining the features and benefits associated with your services.
- 2. Please outline any other relevant ideas or information that would describe how your company would help us accomplish the objectives of the WBMHA.

#### 2.4 Pricing Proposal

Your pricing proposal will be based on the following criteria:

- 1. Unit pricing in proposal shall be presented at an hourly rate.
- 2. Please submit with your pricing any conditions or assumptions on which your pricing is based

#### 2.5 Service Policy

Indicate the proposed service model under this program. Please include:

- 1. What commitments or guarantees can you make regarding timeliness and quality of the services?
- 2. What are the hours of availability for service?
- 3. Do you foresee any restrictions that your service may have?

#### 2.6 Security and Privacy

1. Fully describe or provide your risk management program or services to protect both parties.

#### 2.7 References

 Please provide examples of previous assignments your company has undertaken that are similar to this RFP. Provide, at minimum, three significant, relevant client references including name and contact information, along with a description of the scope of services provided. Please provide references. Previous experience in assisting non-profit sector clients, if applicable, should be outlined.



## 3 Term of the Agreement

The length of the agreement with the selected service provider will be for the current season of hockey, until May 1, 2025, commencing on the effective date of the agreement. The agreement may be renewable after May 2, 2025 at the sole discretion of the Wasaga Beach Minor Hockey Association.

#### **Contact Information**

Erin Beresford is the contact for this RFP. For any information relative to this RFP, please direct all inquiries to Erin. Her contact information is as follows:

#### **Erin Beresford**

E-mail: riskmanagement@wasagaminiorhockey.ca

## 4 Clarification Questions

We ask that you submit any clarification questions regarding the RFP. Answers to questions will be sent out by the date listed in the same table below.

## 5 Response Delivery Instructions

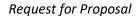
Please email your proposal, by the time and date as indicated in the table below, to the following email address:

#### **Erin Beresford**

E-mail: riskmanagement@wasagaminiorhockey.ca

## **Key Dates**

Step#	Date (2024)	Milestone
1	July 17, 2024	RFP issued
2	July 24, 2024 5pm	Deadline for questions from all proponents
3	July 31, 2024 5pm	Final deadline for written proposal
4	July 3-August 5	WBMHA to evaluate proposals and identify a short-list
5	August 6	Complete final recommendation, seek board approval, confirm with vendor





## 6 Standard WBMHA Policies & Practices

Appendix A – General Terms and Conditions for the RFP Process

Appendix B - Wasaga Beach Minor Hockey Association General Contract Terms and Conditions

Appendix C - Wasaga Beach Minor Hockey Association Privacy Terms and Conditions

Appendix D – OMHA Code of Conduct

Appendix E – WBMHA Social Media Policy



## APPENDIX A – WBMHA General Terms and Conditions for the RFP Process

This RFP process will be subject to the following terms and conditions:

- 1. The submission of a proposal shall not in any manner oblige the Wasaga Beach Minor Hockey Association to enter into a contract or to be responsible for the costs incurred by your organization in responding to this request.
- 2. All proposals will become the property of Wasaga Beach Minor Hockey Association
- 3. Upon the Date of proposals to be submitted by, all received submissions will be taken into consideration in the selection process of obtaining a successful service provider. Wasaga Beach Minor Hockey Association anticipates that a vendor will be selected by means of this process. The selection of the vendor(s) will be at the sole discretion of Wasaga Beach Minor Hockey Association. The Wasaga Beach Minor Hockey Association reserves the right to retain more than one vendor for the various products / services contemplated by this Request for Proposal and to retain vendors other than those submitted.
- 4. Evaluation of vendor submissions will include a review of qualitative criteria as outlined in the RFP document, as well as an evaluation of the financial aspects of the submissions.
- 5. Conflict of Interest: By submitting a proposal for this program, the vendor certifies that no known conflict of interest exists between the vendor, Wasaga Beach Minor Hockey Association, or any related party with respect to the work described herein.
- 6. Responsibilities: Wasaga Beach Minor Hockey Association shall not bear any liability whatsoever regarding any costs or other burdens your company may incur during the preparation, submission, and review of this RFP response.
- 7. Bid Dispute Resolution: The bid dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion; and complies with bid protest or dispute resolution procedures set out in the applicable trade agreements.

Where a vendor wishes to dispute the outcome of a bid, subsequent to a debriefing with, the aggrieved party may choose to file their bid protest with the Wasaga Beach Minor Hockey Association RFP process within 15 business days of the debriefing meeting. The aggrieved party's filing should include:

- The name and address of the vendor
- Identification of the contract or bid solicitation being protested
- Detailed and factual statement of the grounds for protest
- Supporting documentation
- Desired relief, action or ruling

A Wasaga Beach Minor Hockey Association representative will respond to the aggrieved party within 10 business days of receiving the bid protest notice. If a resolution cannot be achieved, the aggrieved party must contact the President of the Wasaga Beach Minor Hockey Association within 10 business days of receiving the first response from the WBMHA representative. The President will respond to the aggrieved party with a final decision within 10 business days of receiving the second bid protest notice.



- 8. The applicant shall not use the award of a contract as part of any news release or commercial advertising without Wasaga Beach Minor Hockey Association's prior written consent.
- 9. It is the Wasaga Beach Minor Hockey Association's expectation that pricing information included in any submission remain in effect for a minimum of 120 calendar days from the date of the last submission
- 10. Pricing submitted shall be itemized to the greatest detail possible and shall be inclusive of all program services. The basis for program costing and expense management shall be clearly outlined.
- 11. All aspects of this RFP must be responded to in all proposal submissions. It may not be necessary to initially comply with each and every aspect and it may be acceptable to indicate that certain aspects or criteria contained in this document are not acceptable to the respondent. If that is the case, however, it must be so indicated in your proposal. It is the right of the respondent to enhance or expand this document if your service exceeds the service being requested. That too, must be indicated in your submissions.



## APPENDIX B – Wasaga Beach Minor Hockey Association General Contract Terms and Conditions

Agreements between the Wasaga Beach Minor Hockey Association and the Vendor resulting from this RFP process shall be subject to the following Terms and Conditions.

#### 1. Scope of Agreement

This Agreement sets forth the Terms & Conditions.

#### 2. Non-Exclusivity

This Agreement is non-exclusive and the Vendor acknowledges that the Wasaga Beach Minor Hockey Association may, in its sole discretion, enter into an Agreement with others, or purchase from others, the same or similar goods and/or services during the term of this Agreement.

## 3. Confidentiality and Privacy

Each of the parties to this Agreement undertakes and agrees to keep fully confidential all of the terms of this Agreement (including the Schedules hereto) in addition to any other information of a confidential nature it may obtain access to in relation to the other party's business and agrees not to disclose such information to anyone other than to (certain?) of its employees/board members on a need to know basis only, provided such employees are bound by confidentiality obligations by virtue of their employment with such party. The foregoing obligations of confidentiality shall apply for the duration of the Agreement, including any extension thereof, and shall be binding on the parties thereto, including their successors and assigns. The obligations of confidentiality hereunder do not apply when any term of the Agreement is required to be disclosed pursuant to an order of a court or regulatory authority of competent jurisdiction, provided the party disclosing such information first gives the other party notice of such order or requirement.

#### 4. Indemnity

The Vendor shall indemnify and save harmless the Wasaga Beach Minor Hockey Association, its agents, and employees from and against all claims, demands, costs, damages, actions, suits, or losses (including legal fees) whatsoever and howsoever caused with respect to bodily injury or death or property damage, including loss of use, arising out of or in consequence of performance of this agreement. This Indemnification shall survive the termination of this Agreement.

#### 5. Limitation of Liability

Except as may be provided in clause 4 (Indemnity) above, the Vendor shall not be liable for any indirect, special, incidental, consequential damages or loss of revenue or loss of profits, resulting directly or indirectly in connection with provision of goods and services herein, except for any loss, injury or damage arising directly from the gross negligence or intentional misconduct of the Vendor arising from the provision of products or services herein.

#### 6. Insurance

The Vendor shall pay for and maintain at all times the following insurance:

• Third party liability and property damage insurance coverage in an amount not less than \$2,000,000 and shall include the Wasaga Beach Minor Hockey Association as additional insured under said insurance coverage. The Vendor shall provide the Wasaga Beach Minor Hockey Association with confirmation of such insurance in the form of a Certificate of Insurance which shall include a statement confirming that the issuing insurance organization will endeavor to mail 30 days written notice to the Wasaga Beach Minor Hockey Association regarding any cancellation of insurance.



#### 7. Relationship of the Parties

The parties expressly acknowledge that they are independent business entities, and neither an Agency, legal partnership, nor employer-employee relationship is intended or created by this Agreement.

#### 8. Termination

In the event of any delay or minor default caused by the Vendor (as solely determined by the Wasaga Beach Minor Hockey Association), and such delay or default continues for ten(10) days following written notice to the Vendor by the Wasaga Beach Minor Hockey Association without resolution satisfactory to the Wasaga Beach Minor Hockey Association, the Wasaga Beach Minor Hockey Association may terminate the Agreement forthwith without further liability, damage or cost.

Additionally, the Vendor shall indemnify and reimburse the WBMHA for all costs, expenses, damages and losses of any kind including legal fees and expenses and consequential losses arising out of the Vendor's delay or default. Furthermore, the WBMHA may terminate this Agreement upon the occurrence of any of the following:

- Where the WBMHA is required to vacate the premise or quit the site of the work;
- Where the Vendor becomes insolvent, is declared bankrupt, or commits an act of bankruptcy.

Notwithstanding the above, the WBMHA may terminate this Agreement without cause, with 30 days advance written notice, without any liability, damage or cost, with the exception of any outstanding invoices for services and/or products already provided.

#### 9. Assignment

The Vendor may not assign this Agreement in whole or in part to any other party without the prior written consent of the WBMHA

#### 10. Force Majeure

Neither party hereto shall be liable hereunder for failure to perform in accordance with the terms of this Agreement to the extent that and so long as such failure occurs for a reason beyond the reasonable control of such party, including without limiting the generality of the foregoing, an act of violence, strike, embargo, fire, storm, flood, explosion, riot, war, rebellion, revolution, insurrection, act of God, act of any governmental authority, act of terrorism, or any other occurrence similar or dissimilar to those recited, which is beyond the reasonable control of such party.

#### 11. Governing Law

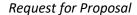
This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

## 12. Severability

In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of law, or in the event the application of this Agreement is terminated by any party for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

#### 13. Waiver

No consent or waiver, express or implied by a party to or of any breach or default by another party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act, or failure to act of another party, or to declare the





other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

#### 14. Amendment

This Agreement may not be modified or amended except with the written consent of the Parties hereto.

#### 15. Dispute Resolution

If a dispute arises out of, or in connection with this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process.

All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

#### 16. Ownership of Work Product

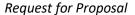
All intellectual property rights, including copyrights, relating to any design, trademark or other tangible material in final form that are delivered to the Wasaga Beach Minor Hockey Association pursuant to this agreement will become the exclusive property of the Wasaga Beach Minor Hockey Association. Vendor shall not be responsible for alterations made by the Wasaga Beach Minor Hockey Association to such materials delivered hereunder.

#### 17. Taxes

The Vendor shall pay in full any applicable Federal, Provincial or Municipal taxes in force during the progress of the work.

#### 18. Safety

Recognizing the Wasaga Beach Minor Hockey Association's commitment to provide a safe and healthy environment for its participants, volunteers and staff, the Vendor hereby undertakes to provide all work and services herein in a safe and healthy way in full compliance with health and safety requirements.





## **APPENDIX C – Wasaga Beach Minor Hockey Association Privacy Terms and Conditions**

The following provisions shall apply in the event Wasaga Beach Minor Hockey Association makes Personal Information available to Vendor:

"Personal Information" refers to information relating to an identified or identifiable individual made available in connection with an agreement or provision of goods or services between the parties.

#### 1. General

Each party is responsible for complying with any obligations applying respectively to each of the parties under applicable Canadian privacy laws and regulations.

Neither party will request Personal Information beyond what is necessary to fulfill the reasonable purpose(s) for which it is requested. Each party will agree in advance as to the type of Personal Information, which is required to be made available.

#### 2. Security Safeguards

Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Information.

Each party will ensure Personal Information is treated as confidential, and is protected in accordance with the security safeguards.

#### 3. Use

Each party agrees that Personal Information will only be used, accessed, managed or otherwise processed to fulfill the purpose(s) for which it was made available.

#### 4. Access Requests

Each party agrees to cooperate with the other in connection with access requests for Personal Information.

#### 5. Retention

Each party will promptly return to the other or arrange for the secure destruction of all Personal Information which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other party or required by law.



#### **APPENDIX D – OMHA Code of Conduct**

- **1.1** This Code of Conduct identifies the standard of behaviour which is expected of all Ontario Minor Hockey Association ("OMHA") members and participants, including but not limited to, all players, guardians, parents, coaches, officials, volunteers, directors, officers, committee members, convenors, team managers, trainers and administrators involved in any OMHA sanctioned activities and events.
- **1.2** The OMHA is committed to providing an environment in which all individuals are treated with respect. Members and participants of the OMHA shall conduct themselves at all times in a manner consistent with the values of the OMHA which includes fairness, integrity and mutual respect.
- **1.3** During the course of all OMHA activities and events, members shall avoid behaviour which brings the OMHA or the sport of hockey into disrepute, including but not limited to, misuse of alcohol or drugs and the use of alcohol or drugs by minors.
- **1.4** OMHA members and participants shall at all times adhere to the OMHA's operational Policies and Procedures, to the Rules and Regulations governing OMHA events and activities, and to the Rules and Regulations governing any competitions in which the member participates on behalf of the OMHA. Members and participants of the OMHA shall not engage in any activity or behaviour which interferes with a competition or with any player's or team's preparation for a competition, or which endangers the safety of others.
- **1.5** The OMHA is committed to providing an environment that is safe, accessible, and inclusive in which all individuals are treated with respect and in an environment free from maltreatment, harassment, bullying and misconduct.
- **1.6** Failure to comply with this Code of Conduct may result in disciplinary action, including but not limited to, the loss or suspension of certain or all privileges connected with the respective Member Association in the OMHA including the opportunity to participate in the OMHA and its Member Association activities and events, both present and future.

**OMHA Code of Conduct** 



## APPENDIX E – Wasaga Beach Minor Hockey Association Social Media Policy

#### **INTRODUCTION**

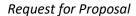
1. This Social Media Policy applies to all public communications made by members of the Wasaga Beach Minor Hockey Association (WBMHA) on any social media platform. This includes directors and staff, teams, on-ice and off-ice officials, players, players' family members and supporters. The WBMHA recognizes the value of social media and supports the right of its personnel to express their views publicly. The purpose of this policy is to educate WBMHA members on the risks associated with social media and to ensure that inappropriate conduct is subject to disciplinary action.

#### **SOCIAL MEDIA GUIDELINES**

2. All participants in social media are held to the same standards as other forms of media, including radio, television, and print. Any comments or remarks that are inappropriate, detrimental to a team or the association, or an individual will not be tolerated and may result in disciplinary action including removal from the WBMHA social media pages. Social media is on the record and can be instantly published and available to the public and media. Members of the WBMHA should conduct themselves in an appropriate and professional manner at all times. Harassment, abuse, bullying, and disrespectful, offensive, abusive, racist or sexist language or behavior will not be tolerated. Members should be mindful of privacy and confidentiality, and refrain from sharing personal information without caution. Any concerns or disputes involving WBMHA members should not be dealt with online. Negative and derogatory comments involving any team, association, league, staff, volunteers, programs, stakeholders, players, or any WBMHA member are considered violations. When sharing content created by a third party, members should be mindful of the source and the content being shared, as any retweets or shares could be considered endorsements. In the event an WBMHA team creates a social media page on any platform, a request for approval must be made to the WBMHA executive prior to. The social media page must be overseen and moderated by a team official or adult designate.

#### SOCIAL MEDIA VIOLATIONS

- 3. The following examples of conduct through social media are considered violations of the WBMHA Social Media Policy and may result in disciplinary action:
  - Any statement deemed to be publicly derogatory or abusive toward Association officials or detrimental to the welfare of a member team, the Association, or an individual.
  - Divulging confidential information, including negative or derogatory comments about teams, local minor hockey associations, WBMHA programs, stakeholders, players, or any member of another team.
  - Any form of bullying, harassment, intimidation, or threats against players or officials.
  - Photographs, video, or comments promoting negative influences or criminal behavior, including drug use, alcohol abuse, public intoxication, hazing, sexual exploitation, etc.
  - Online activity that contradicts the current policies of the WBMHA or any of its member associations.
  - Inappropriate, derogatory, racist, or sexist comments of any kind, in keeping with the WBMHA code of conduct.
  - Online activity that is meant to alarm other individuals or to misrepresent fact or truth.
  - Creating and using any social media usernames that can be assumed by the public to be a representation of WBMHA or any WBMHA teams and potentially cause the association disrepute is prohibited.





#### DISCIPLINE

- **4.** All violations of this policy will be addressed through the WBMHA Code of Conduct Policies and Procedures.
- 5. All violations of this policy may result in instant removal from WBMHA Meta pages.

#### **SUMMARY**

6. When using social media, all WBMHA members should assume that they are representing the association and should use the same discretion as they do with other traditional forms of media