



# League Website Design, Construction and Hosting

## Hockey Alberta Request for Proposal - 15 Issue date: April 9, 2020

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### HOCKEY ALBERTA CONTACT PERSON:

All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to Brad Lyon. Enquiries and any responses will be recorded and may be distributed to all Proponents at Hockey Alberta's option.

Brad Lyon, Senior Manager, Communications  
120 College Circle, Suite 201  
Red Deer, AB T4R 0T7  
Phone: 403-342-6777  
Email: [blyon@hockeyalberta.ca](mailto:blyon@hockeyalberta.ca)

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### DELIVERY OF PROPOSALS:

- Proposals will be accepted by email only to [blyon@hockeyalberta.ca](mailto:blyon@hockeyalberta.ca).
- Proposal must be received **before** 1:00 PM Mountain Time on April 23, 2020
- Hockey Alberta is not liable for any delay for any reason in receiving a submitted proposal.
- Late Proposals **will not** be considered.
- Proposals will not be opened in Public.
- A Proponent's meeting will not be held.
- All proposals in response to this RFP are prepared at the cost and risk of the proponent.

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### PROPONENT SECTION:

A person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below).

**The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.**

*Signature of Authorized Representative:*

*Legal Name of Proponent (and Doing Business As Name, if applicable):*

*Printed Name of Authorized Representative:*

*Address of Proponent:*

*Title:*

*Date:*

*Authorized Representative phone number and email address:*

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**ALBERTA**

## 1. Summary of the Requirement

Hockey Alberta is seeking a qualified, experienced vendor (the “Proponent”) to design, develop, construct, update, maintain, and host a new Leagues website for the organization.

Ideally, Hockey Alberta is looking for a partner (the Proponent) who can work with Hockey Alberta staff to:

- Plan, design, develop and build the website.
- Transfer content from existing league websites.
- Maintain/troubleshoot technical issues on the website once it goes live.
- Complete any page redesigns, or creation of new pages, that may be required for the website after it goes live.
- Host the website.

We want this to be a productive and positive partnership, where the outcome of this redesign and construction project is a user-friendly, easily-navigable website, with the ability to easily update content by users ranging from experienced web content personnel in the Hockey Alberta office to local volunteers who may have little or no website experience.

## 2. Hockey Alberta Situation/Overview

Hockey Alberta currently oversees the league and a website platform for three age divisions of elite female hockey, Alberta Female Hockey League (afhl.ca):

- Midget Female AAA – to be renamed U18FemaleAAA
- Midget Female Elite – to be renamed U18FemaleAA
- Bantam Female Elite – to be renamed U15FemaleAA

For the 2020-21 season, the structure surrounding Male AAA hockey in Alberta is changing, with Hockey Alberta moving to oversee the three AAA age divisions (leagues):

- Alberta Major Midget Hockey League (amhl.ca) – to be renamed U18AAA
- Alberta Minor Midget Hockey League (ammhl.ca) – to be renamed U16AAA
- Alberta Major Bantam Hockey League (ambhl.ca) – to be renamed U15AAA

In late 2019, Hockey Canada announced the renaming of age divisions in hockey, effective for the 2020-21 season. That will result in all divisions within these leagues being renamed as outlined above. Domains for the new age divisions and the AFHL are already owned by Hockey Alberta.

The overall project involves:

1. Designing and building a new league website platform that is home to Hockey Alberta’s elite hockey leagues - the AFHL and the Male AAA league (name to be confirmed).
2. Each league will have its own identity through a league domain (for example afhl.ca), and each division within it would also have its own web domain. An overarching domain to encompass both leagues would be preferred.
3. Moving existing content including history, statistics and other information from the current sites to the new sites.
4. In total, there are 91 teams that comprise these leagues – 30 in the AFHL and 61 in the Male AAA leagues.

Hockey Alberta has a current website provider that looks after our main site, hockeyalberta.ca, and other organizational sites. We are not looking to change anything with those sites as part of this project.

## 2.1 Hockey Alberta Responsibility

Hockey Alberta is responsible for the following as part of the work outlined in this RFP:

- Providing any updates or additional information to all known potential Proponents
- Determining the content that will be included on the new website and providing access to this content for moving to the new site.
- Obtaining any required web domains.
- Providing photos, graphics and images for the website.
- Working closely with the successful Proponent to clearly communicate what needs to be included.

## 2.2 Budget

No specific budget has been allocated for this project. We understand that there are several different cost structures used by different companies for building league websites, and we are prepared to pay an appropriate amount for the proper web platform. Quotations should include the full cost of development and construction of the platform, transfer of data, and an outline of available service/support plans going forward. Hockey Alberta is a not-for-profit organization.

## 2.3 Project Scope

The Proponent is to plan, design, build and host a new website(s) for Hockey Alberta's elite hockey leagues, and to transfer content from existing league websites to the new website. Target date for going live is July 15, 2020.

**The scope of work includes:**

- all site planning, interface design, and production
- site hosting
- staff training, FAQ guides etc

We would also seek an outline of ongoing costs, including annual renewal fees; upgrades, maintenance and service; hosting services; and other applicable costs that would recommend be considered.

## 2.4 Proposed Project Timelines

RFP available to vendors	<b>April 9, 2020</b>
RFP submission deadline	<b>April 23, 2020; 1 pm MST</b>
Review and Selection	<b>April 24-May 1, 2020</b>
Site Work	<b>May 4-July 15, 2020</b>
Go Live with new site	<b>July 15, 2020</b>

### 3. Requirements

This section outlines the items and functionality being sought, based on feedback and input from our stakeholders. This is not an exhaustive list, and Hockey Alberta wants to hear about additional functionality available in your proposed platform.

3.1. The following specific items or features to be included:

- Male league platform, with capacity for three sites (one for each age division of the league).
- Female league platform, with capacity for three league microsites (one for each division of the league).
- NOTE: The option of having an overarching website landing page, where a visitor could choose either Male or Female, and then be directed to the appropriate platform, would be preferred.
- Within each league platform, the capacity for two or more divisions of teams.
- Within each league platform, the capacity for each team to have its own section. Team section to include:
  - Roster
  - Individual player bio and photo
  - Compilation of season stats
  - Archive of individual league stats (archiving able to be done by Hockey Alberta staff or volunteers)
  - Ability to upload logo, link to MHA website
- Newsfeed section on home page with chronological archiving capability.
- Social media stream function, with multiple social media channels appearing in one stream, on the website home page.
- Statistics modules/packages that include standings, team statistics, individual statistics separated into regular season and playoffs.
- Blog or chatroom capability.
- Section for sponsor recognition on the home page.
- Internal tracking function to monitor website activity, page views, web traffic, page path traffic etc.
- Calendar function to allow for scheduling special events.
- Scrolling ticker at the top of the website with current and upcoming games, updated in live time.
- Media gallery for direct upload and access to photos, video and audio files
- Searchable player database
- Electronic gamesheet platform that allows for live updates during the game, or post-game data entry.
  - Ability to upload, edit and approve game lineups based on team rosters located in the website.
  - Auto-generated notification to the appropriate league official and impacted team when a player incurs a penalty that will lead to a suspension.
- Archive functionality for year-to-year league, team and individual statistics.
- An app for mobile devices, which includes notifications capacity.
- Consistent graphic design theme that features the Hockey Alberta logo and colours throughout all sites, but with the ability to upload different sponsor logos etc to individual league microsites.
- Section to recognize the weekly Three Stars.
- Suspension tabulator that automatically populates a tab on the public site.

3.2. The following general attributes to be included:

- Web browser access for updating content and accessing files, rather than requiring special software or plugins.
- Website search function that provides results found on live pages on the website.
- Search Engine Optimization, to ensure the websites are ranked highly on all current search engines.
- Responsive web design for use on all current computers, tablets and cellular phones, with capability to grow with new or emerging technologies.
- Compatible/operable on all current Internet browsers, with capacity to grow with new or emerging technologies.
- Fast-loading pages – 3 seconds or less on an average computer.
- All code created for this website will be owned by Hockey Alberta.
- Visually appealing site, with a clean layout
- Appropriate security tools, such as SSL, in place.
- All necessary licences and software
- Capacity to create unlimited number of accounts, with varying levels of access to the website CMS (All, League, Team etc)
- 24-hour support available for emergency situations, including on weekends when majority of games are played; for non-emergency inquiries, staff available during regular office hours for the Mountain Time zone.

3.3. Optional items

- Ability to link with the Hockey Canada Registry to access team rosters.
- Module to allow internal and external users to post jobs.
- Capacity for each team to live-stream its games with recordings posted to the team page on the website.

## 4. Evaluation

Proposals will be evaluated by a selection committee comprised of Hockey Alberta representatives based on the criteria and weighting schedule listed below, and will generally consider the following:

- The completeness and quality of the proposal relative to the RFP requirements
- Your organization's expertise in website design, especially with websites and organizations of similar size and complexity as Hockey Alberta
- Quality of past project examples and reference checks
- Price for your website design proposal
- Clarity of materials, and specifications; and
- Other factors deemed appropriate by Hockey Alberta.

Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

Depending on the number and quality of proposals received, the selection committee will use the evaluation criteria to:

- select one successful Proponent with whom to negotiate a contract,  
OR
- create a shortlist of Proponents with whom we would hold in-person interview sessions to select the successful Proponent with whom to negotiate a contact.

#### 4.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Criteria	
a)	The proposal must be received by email at the specified address before the specified closing time.
b)	The proposal must be in English and sent by EMAIL ONLY.
c)	Completion of Schedule B. See section 4.2 for weighting of individual sections.

#### 4.2 Desirable Criteria

Proposals meeting the mandatory criteria will be further assessed against desirable criteria.

Criterion	Weight
Company Profile and Experience	10 points
Financial Considerations	30 points
Technical Information	55 points
Value Added	5 points

### 5. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions.
- b) Table of contents including page numbers.
- c) A short summary of the key features of the proposal.
- d) The body of the proposal, as outlined in Schedule B: Proponent's Response.

## SCHEDULE B: PROPONENT’S MANDATORY RESPONSE FORM

It is mandatory for each Proponent to respond to all sections of **Schedule B** to ensure the Proposal submission receives full evaluation consideration. Responses to all sections of **Schedule B** should be compiled and submitted in a report entitled, **Schedule B, Proponent’s Response**.

<b>Part A: Company Profile and Experience</b>	<b>Weight: 10 Points</b>
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- 1.0 Corporate Profile and Comparable Work Experience with Similar Work.** Proponents are to provide a brief summary of their corporate profile; experience with sporting or governing body organizational websites; and experience with the type of work required.
  
- 2.0 Professional Experience and References.** Proponents shall be competent and capable of performing the work requested. References provided should be related to projects similar in size, scope and complexity. Please provide a minimum of three reference projects, with sufficient detail for comparison to the Hockey Alberta project. References will only be contacted for the preferred Proponent. Hockey Alberta will not award a contract to any Proponent whose references are unsatisfactory, in the sole opinion of Hockey Alberta.

Year Started	
Year Complete	
Brief Description of Project	
Company	
Contact Person	
Telephone and Email	
Project and Value	

- 3.0 Project Management:** Proponents shall describe their firm’s project management process, the composition of the team to be assembled for the project, and organizational capacity to produce and then maintain the website.

<b>Part B: Financial Considerations</b>	<b>Weight: 30 Points</b>
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A detailed cost for your Website project, as per the requirements listed in Schedule A, including the following. Please separate the costs according to work to be carried out during Phase 1 and Phase 2, with a total cost for each phase. All prices listed in this proposal are to exclude GST.

- 1.0 Costs:** Breakdowns by production hours, tools, and functionalities.
- 2.0 Maintenance and support:** Identify any costs that should be assumed as part of the site, and ongoing costs for maintenance and support in the future.
- 3.0 Licence fees:** Costs Hockey Alberta will need to pay to develop or host the site.
- 4.0 Hosting:** Pricing options for hosting the website.
- 5.0 Training Guide (if applicable):** Costs to train Hockey Alberta staff or provide a user guide.
- 6.0 Other charge areas:** Identify if there will be other expenses, consulting fees, future work etc to complete this project.

All work performed is to be in accordance with all governing regulatory authorities within Alberta.



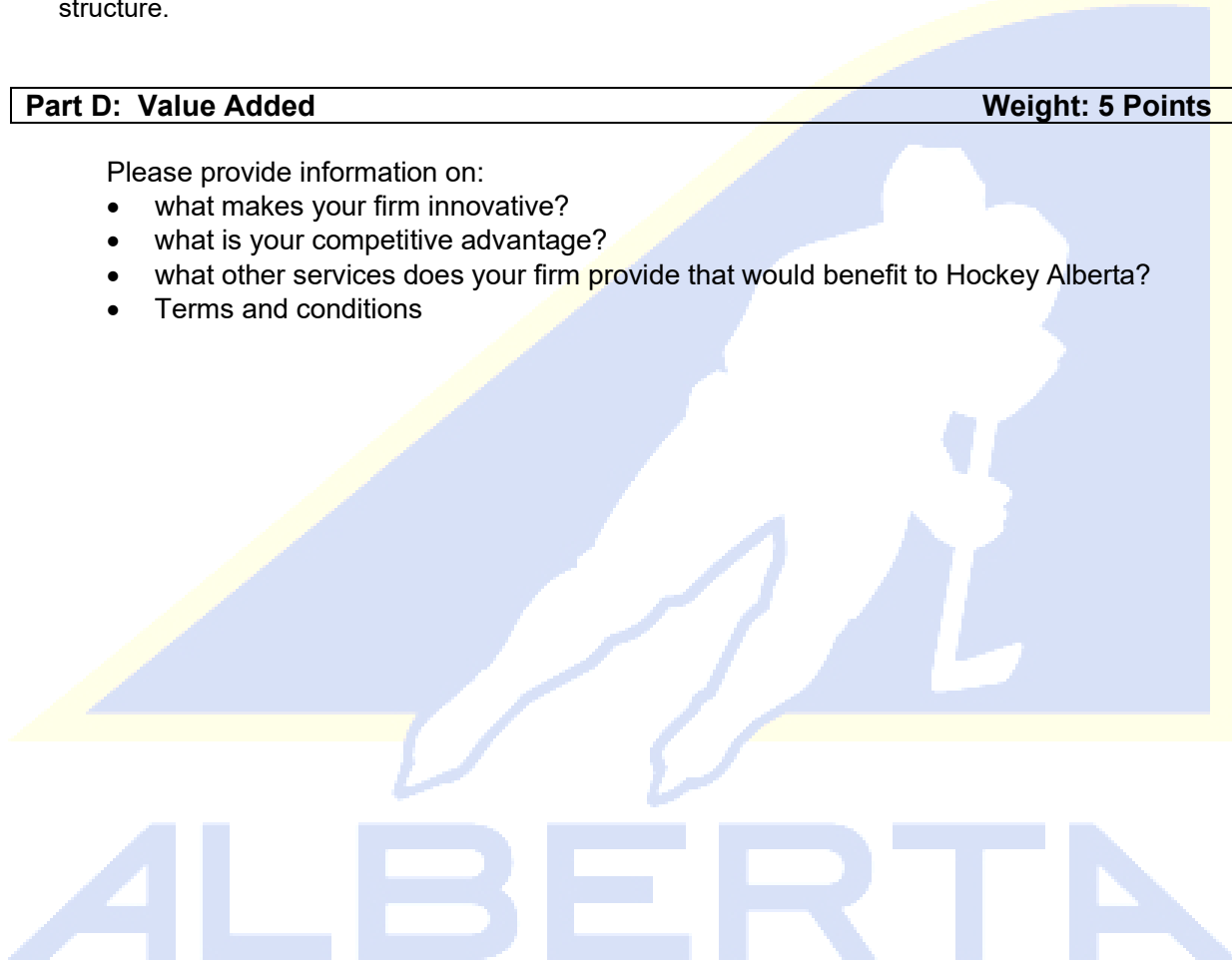
**Part C: Technical Information****Weight: 55 Points**

- **Development Process:** Explain the process you will follow to build the website, including testing and evaluation processes.
- **Schedule of deliverables:** Detailed Timeline, Testing, and Benchmark dates to meet a go-live date of no later than July 15, 2020.
- **Technology Information and Specifications:** Languages, Platform, Content Management System, Search Engine Optimization, and any warranties that may be applicable.
- **Quality Assurance Program:** Methods and procedures to ensure customer concerns are acknowledged, addressed and resolved in a timely manner and to the customer's satisfaction.
- **Hosting:** Backups, down time, software/hardware upgrades, technical support, security etc.
- **The Future:** Capabilities of your platform to accommodate new technology; Service Level Agreement structure.

**Part D: Value Added****Weight: 5 Points**

Please provide information on:

- what makes your firm innovative?
- what is your competitive advantage?
- what other services does your firm provide that would benefit to Hockey Alberta?
- Terms and conditions



## SCHEDULE C

## Definitions and Administrative Requirements

### 1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by Hockey Alberta and the Contractor;
- b) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with Hockey Alberta;
- c) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) "Request for Proposals" or "RFP" means the process described in this document; and
- f) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by Hockey Alberta. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### 3. Additional Information

All subsequent information regarding this Request for Proposals, including changes made to this document will be provided to each Proponent who has made him/herself known to Hockey Alberta Contact Person listed on page 1.

### 4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered received on time. Electronic proposals that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

### 5. Eligibility

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in Hockey Alberta's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Hockey Alberta Contact Person listed on page 1 prior to submitting a proposal. Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

### 6. Evaluation

Evaluation of proposals will be by a committee formed by Hockey Alberta. All personnel will be bound by the same standards of confidentiality.

### 7. Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Proponent, Hockey Alberta may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

### 8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified.

### 9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

### 10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by Hockey Alberta for purposes of clarification.

### 11. Proponent Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with Hockey Alberta, if any. If Hockey Alberta elects to reject all proposals, Hockey Alberta will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter.

### 12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### 13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

### 14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

### 15. Currency and Taxes

Prices quoted are to be:

- in Canadian dollars;
- inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- exclusive of applicable taxes.

### 16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

### 17. Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in Hockey Alberta's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Hockey Alberta Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of Hockey Alberta.

## 18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. Hockey Alberta is not bound to enter a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed on the evaluation criteria. Hockey Alberta will be under no obligation to receive further information from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

## 19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## 20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with Hockey Alberta based on the terms and conditions set out in this RFP, and the contents of the successful responses from the Proponent. All contracts are subject to review by Hockey Alberta's Board of Directors, Senior Management and/or legal counsel. Upon signing a contract, a project will be awarded that outlines terms, scope, budget and other required items.

## 21. Liability for Errors

While Hockey Alberta has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by Hockey Alberta, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

## 22. Modification of Terms

Hockey Alberta reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering a Contract with the successful Proponent.

## 23. Ownership of Proposals

All proposals submitted to Hockey Alberta become the property of Hockey Alberta. They will be received and held in confidence by Hockey Alberta, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

## 24. Use of Request for Proposals

Any portion of this document, or any information supplied by Hockey Alberta in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by Hockey Alberta in relation to this Request for Proposals.

## 26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of Hockey Alberta, including the evaluation committee and any elected officials of Hockey Alberta, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by Hockey Alberta.

## 27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If

this RFP requires Proponents to provide Hockey Alberta with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to Hockey Alberta. Such written consents are to specify that the personal information may be forwarded to Hockey Alberta for the purposes of responding to this RFP and use by Hockey Alberta for the purposes set out in the RFP. Hockey Alberta may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made; Proponents will immediately supply such originals or copies to Hockey Alberta.

## 28. Laws, Regulations and Permits

This RFP and any Contract formed shall be governed by and construed in accordance with the laws of the Province of Alberta which shall be deemed to be the proper law hereof and, in so doing, the Courts of Red Deer, Alberta shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFP or any Contract. The Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Website contract. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable, they shall be obtained by the Contractor, at the Contractor's expense.

## 29. Arbitration

All disputes arising out of or in connection with the Contract will, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

## 30. Indemnity

Any Contract resulting from this Request for Proposals will require the Contractor indemnify and save harmless Hockey Alberta, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by Hockey Alberta at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or sub-Contractor of the Contractor pursuant to the Contract excepting always liability arising out of independent acts of Hockey Alberta. The Contract will not contain a limitation of liability clause.

## 31. Software

It is the Contractor's responsibility to ensure that Hockey Alberta has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

## 32. Inspection of Work

All work performed shall be subject to inspection and shall meet the approval of Hockey Alberta. Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for the work provided not in accordance with the Contract. Hockey Alberta will not be deemed to have accepted the work by virtue of a partial or full payment for it. Hockey Alberta shall be the final judge of all work and its decisions on all questions in dispute will be final.

## 33. Funding

The Contract and the financial obligations of Hockey Alberta pursuant to that Contract are subject to there being sufficient moneys available to enable Hockey Alberta in any fiscal year or part thereof when the payment of money by Hockey Alberta to the Contractor falls due under the Contract entered into pursuant to this Request for Proposals to make that payment.

## 34. Damage and Defects

The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall rectify any loss or damage for which, in the opinion of Hockey Alberta, the Contractor is responsible, at no charge to Hockey Alberta and to the satisfaction of Hockey Alberta. Alternatively, Hockey Alberta may repair the loss or damage and the Contractor shall pay to Hockey Alberta the costs of repairing the loss or damage upon demand from Hockey Alberta. Where, in the opinion of Hockey Alberta, it is not practical or desirable to repair the loss or damage, Hockey Alberta may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.