



REQUEST FOR PROPOSALS

CYCLELOGISTICS PILOT PARTICIPANTS

RFP No. PS20210509

Issue Date: May 21, 2021

Issued by: City of Vancouver (the “City”)

SUMMARY

The City is seeking at least two (2) delivery, courier, or logistics companies to participate in a temporary, small-scale, shared urban logistics centre pilot (“Cyclelogistics Centre”) by operating from the Cyclelogistics Centre to make deliveries with cargo bikes, and to share data and knowledge with the City and its partners.

PART A INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

1.1 The City is interested in selecting an entity (each, a “**Proponent**”) that submits a proposal (each, a “**Proposal**”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be until June 30, 2022.

However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.2 Proponents should submit their proposals on or before 3:00pm on the 10th day of June, 2021 (the “**Closing Time**”) by email in accordance with the following:

- Subject of the file to be: PS20210509 - Cyclelogistics Pilot Participants - Vendor name.
- Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
- The maximum number of attachments allowed in an email message is 250 attachments.
- The maximum size limit for an email message, including all attachments, is 20MB per message.

1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the “**Proposal Form**”), completed and duly executed by the relevant Proponent.

- 1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 1.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 1.6 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

2.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 2.1 The City may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

3.0 EVALUATION OF PROPOSALS

- 3.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	25%
Sustainability (Environmental and/or Social)	10%
Total	100%

4.0 CITY’S DISCRETION

- 4.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Scope of Work or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Scope of Work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

5.0 LEGAL TERMS AND CONDITIONS

- 5.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 2. Except where expressly stated in these Legal Terms and Conditions:

(i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 2: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

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

PART B SCOPE OF WORK

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

1.0 DEFINITIONS

Cargo bike: Refers to all cycles equipped to transport cargo, such as bikes with trailers, cargo bikes, or cargo trikes; either electrically assisted or not.

Cyclelogistics: The use of bikes for deliveries, its supporting logistics facilities, and its integration with the goods movement network.

Participant: Refers to a company (e.g. delivery provider, courier, shipping carrier, logistics company) with a signed license agreement with the City of Vancouver for the project. “Participants” refers to all companies who have signed a license agreement with the City of Vancouver for the project.

Cyclelogistics Centre or Site: Refers to the temporary, shared, small-scale urban logistics centre and its amenities, shared by multiple Participants for the purposes of cargo bike and other low-impact last-mile deliveries.

Microhub: Refers to the space available to each Participant, consisting of the operational boundaries and the facilities they wish to use, as defined by a signed license agreement between the Participant and the City of Vancouver.

2.0 BACKGROUND

The City is aiming to reduce the environmental and livability impacts of goods movement, and to support efficient deliveries in quieter, smaller, and less polluting ways in urban areas.

In 2012, Vancouver City Council approved the Transportation 2040 Plan, with direction to support regulations, incentives and other strategies to facilitate efficient low-impact ways to deliver goods and services, including active transportation (e.g. cargo-bikes), low-carbon and electric truck fleets, and using the ‘right-sized’ vehicle for the task.

In 2020, Vancouver City Council approved the Climate Emergency Action Plan, with a goal for 50 percent of all kilometers driven on Vancouver’s roads to be by zero emissions vehicles by 2030, and for two-thirds of all trips to be by walking, cycling, or transit by 2030.

Cargo bike deliveries are common in many European cities, and are being trialed in several North American cities. In Vancouver, there are some deliveries made by cargo bikes today, but its use is not widespread. Cargo bikes are the ‘missing middle’ in the spectrum of delivery vehicles, which currently range from foot couriers and bike couriers, to vans and diesel trucks, and have the potential to serve a larger market of last-mile deliveries in urban areas.

While delivery companies each have different operations and needs, the transition to cargo-bikes must also consider the supporting logistics space (together referred to as “Cyclelogistics”). A common challenge for delivery providers is the process and cost of setting up a logistics facility for cargo-bike deliveries near the city centre.

In April 2021, the City received a grant from the Province of British Columbia, Ministry of Transportation Infrastructure to pilot a temporary, small-scale, shared urban logistics centre (“Cyclelogistics Centre”) for cargo-bike deliveries, and to monitor its impacts and benefits.

This RFP seeks to identify at least two (2) delivery, courier, or logistics companies (“Participants”) to participate in the pilot, by operating from the Cyclelogistics Centre to make deliveries with cargo bikes, and to share data and knowledge with the City and its partners.

Objectives

The City’s key objectives of the pilot are:

1. To enable at least two (2) delivery providers to increase the delivery of goods by cargo-bike (either by transitioning existing van and truck delivery routes, or expanding the service area, volume or type of goods currently delivered by bike) through the use of a shared, temporary (until June 2022), small-scale, urban logistics centre;
2. To understand the operational needs, impacts, and the benefits of Cyclelogistics (e.g. efficiency, costs, environmental benefits, liveability benefits, safety, public perception, transportation and public realm); and
3. To inform policies, programs, regulations, and infrastructure related to cargo-bikes, Cyclelogistics, and low-impact last-mile logistics. For example, to inform a business case for shared logistics hubs, for designating zero emission areas such as road use fees, car light/car free commercial districts.

Benefits

The main benefits of the pilot are:

- Quantifying the environmental and livability benefits of Cyclelogistics (e.g. reduced emissions, vehicle/truck stops on streets, noise, space occupied on streets, etc.);
- Showing a proof-of-concept and the efficiency of Cyclelogistics in Vancouver’s metro core, for different types of logistics models;
- Identifying the facility needs, operational characteristics, and costs to support efficient Cyclelogistics; and
- Identifying the roles and responsibilities of delivery providers and varying levels of government (City, TransLink, and Province) in increasing Cyclelogistics.

3.0 SCOPE OF WORK

The City is looking for at least two (2) delivery providers (the “Participant”) to participate in a pilot to deliver goods using cargo bikes and operate from a Cyclelogistics Centre provided by the City, and to share information, learnings, and data with the City.

The operational requirements are provided in the following sections.

3.1 Cycle-Based Deliveries and the Cyclelogistics Centre

The principle of the Cyclelogistics Centre is to provide a shared logistics space that enables multiple Participants to deliver goods via cargo-bikes, cargo-trikes, or bikes with trailers, either electrically assisted or not (generally referred to as “cargo-bikes”). E-assist cycles must meet regulation as outlined in the Province of British Columbia’s *Motor Assisted Cycle Regulation* in the *Motor Vehicle Act*.

The pilot aims to accommodate different types of companies and operating models. The City recognizes that the delivery and logistics operations will differ for each Participant, and

therefore the uses and provisions of the space may differ. However, it is expected that the majority of the last-mile deliveries are by cargo-bikes, and that vans or small trucks are only used to facilitate the cargo-bike operations, or to supplement the cargo-bike deliveries on limited occasions. It is envisioned that the Cyclelogistics Centre would generally be used as follows:

- to consolidate or transload deliveries from larger vehicles to cargo-bikes;
- to sort, temporarily stage, and prepare for deliveries (pick-ups and drop-offs) by cargo-bikes;
- to maintain, park, and charge the cargo-bike fleet overnight, including equipment necessary for deliveries (e.g. scanners); and
- to support working conditions for bike couriers, such as for breaks, washrooms and to protect from the elements.

The City will license at least two (2) Participants to use the Cyclelogistics Centre. Participants are expected to be respectful of other Participants, be collaborative, and adhere to the licensing terms outlining the use of the space. Each Participant will have access to dedicated space to support their operations (their “Microhub”) and have access to common spaces.

The City has identified several potential sites for the Cyclelogistics Centre, but the specific site and its amenities, are yet to be determined. The potential sites are ground-floor light-industrial buildings of approximately 2,000-5,000 sqft in floor area, and located within the Mount Pleasant Industrial Area (approximately bounded by Cambie Street, East 2nd Avenue, East 7th Ave, and Main Street), as shown in **Figure 1**.

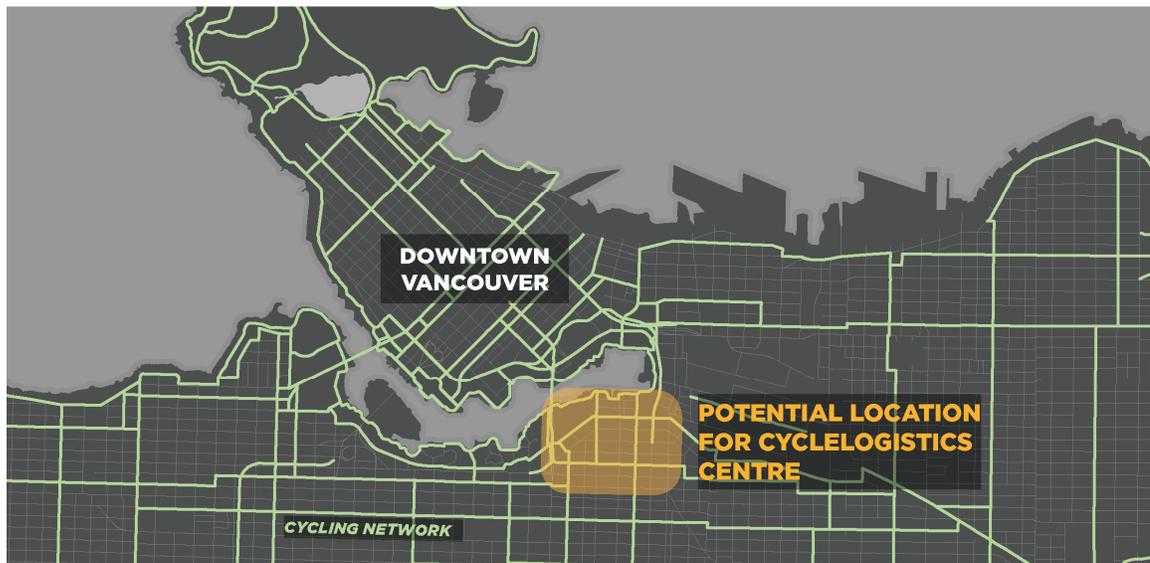


Figure 1. Approximate location of Cyclelogistics Centre

Vancouver’s densest residential and employment areas are all within a 20 min bike ride, including all of the downtown peninsula and various communities south of False Creek (Kitsilano, Fairview, Olympic Village, and Mount Pleasant). The area is served by a high density of local street bikeways and protected bike facilities. The approximate bike catchments of the proposed site locations are shown in **Figure 2**.

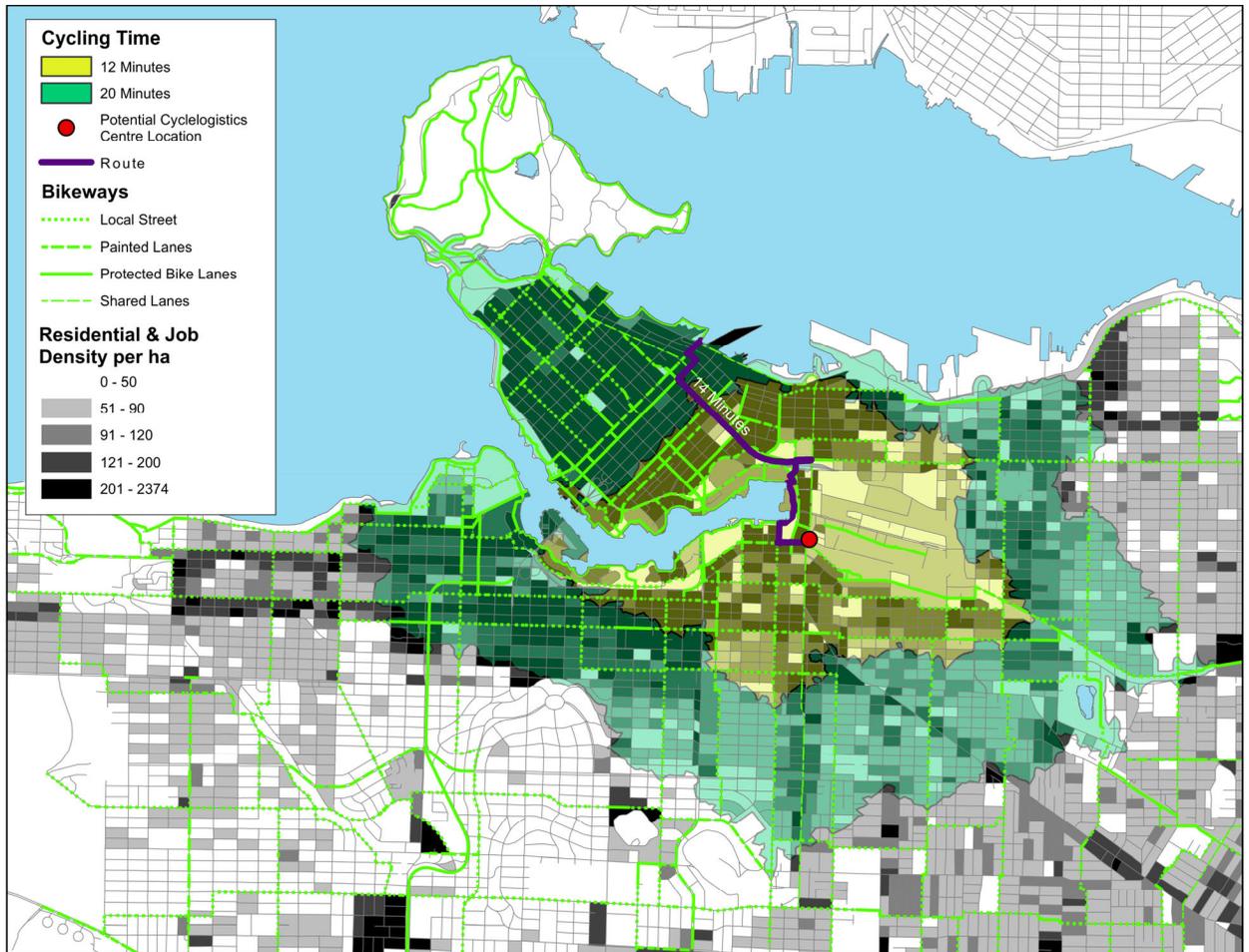


Figure 2. 12min and 20min Cycling Catchment of Potential Sites, including bike network and residential and employment density.

The Cyclelogistics Centre is planned to include the following features (note that specific features are subject to change, depending on the selected site and the needs identified by Participants):

- Common exterior space for loading vehicles and bikes (which may include a combination of on-site, curbside or laneway space);
- Common interior space for circulation within the site;
- Dedicated space for each Participant (which may include a combination of non-secure or secured space);
- Common amenities, such as a breakroom and washrooms;
- Utilities, including electricity, heat, and water; and
- Internet

The City will work with the Participants to determine the shared needs of the Cyclelogistics Centre, the individual needs of each Participant's Microhub, the provision and installation of requirements for each Microhub (e.g. partitions, security, etc.), and the operational requirements (e.g. access during certain times of day). The City's project team will obtain

Development Permit and Building Permits as necessary, and lead the design and installation processes to prepare the site. The City will work with Participants to facilitate requests and changes over the course of the pilot, such as minor adjustments to the site.

3.2 Sharing Data and Knowledge

As part the pilot, Participants will be required to share data and information about their delivery operations, share knowledge learned throughout the pilot, and to contribute openly in the spirit of collaboration.

The key learning objectives are as follows:

- To measure the benefits of Cyclelogistics, such as on the environment, noise, safety, liveability, especially in comparison with deliveries by vans and/or trucks.
- To understand the costs and feasibility of Cyclelogistics for different types of deliveries, such as the operational efficiency of Cargo bike deliveries, the role and features of the logistics space, and the overall costs of Cyclelogistics especially in relation to deliveries by vans and/or trucks.
- To identify opportunities to improve regulation, permitting, policy, and transportation infrastructure to support Cyclelogistics.
- To inform the roles of the City, Region, and Province in incentivizing and facilitating Cyclelogistics.

Participants are expected to contribute through multiple meeting and workshop formats:

- **On-Site Operational Meetings:** Participants will attend a 30-min weekly or bi-weekly meeting to discuss operational practices, share and report findings, or identify issues and actions for near-term resolution. It is expected that the bike couriers and other on-site personnel attend these to focus on operational topics, such as loading and parking experiences, incidents with motorists, amenity needs at the Microhub, improving the use of the shared space, etc.
- **Virtual Roundtables:** Participants will attend monthly or bi-monthly roundtables with the City, the Ministry of Transportation Infrastructure, and other key stakeholders or partners (e.g. TransLink, consultants or research partners). The meetings will focus on project management, progress, and lessons learned over the course of the pilot, such as raising requests or proposals, monitoring and analysis, overall set up and use of the Microhub, use of street infrastructure, road safety and regulations, public perception and acceptance, etc.
- **Virtual Workshops and Site Visits:** Participants and bike couriers will attend a short workshop series and site visits (e.g. ride-alongs) to share observations and feedback on their experiences using Cargo bikes on city streets. For planning purposes, assume this will occur during one week in Spring 2022. The purpose is to inform cycling infrastructure design and street regulations, and support capacity-building for staff in various departments at the City of Vancouver. Topics would be focused on the interaction of bikes with other street users, preferred routes and cycling facilities, conflicts and challenges, visibility and sightlines, experiences with parking and loading (e.g. on-street, in lanes, public spaces, and boulevards adjacent to the sidewalk), etc.

In addition to sharing information at meetings and workshops, Participants are required to collect data on their operations and provide data in an aggregated format to the City, approximately monthly. A preliminary list of data requested from the participants is outlined in **Table 1**.

Participants should indicate data availability (e.g. currently collected, can be collected as part of the pilot, or can be collected with additional support or tools), the level of which the data can be shared (e.g. publically, internally with project team and limited partners, or private), and the reporting format. Data provided by Participants would be aggregated, and Participants would be consulted on the analysis and findings. Participants are encouraged to suggest alternate and/or additional, and other contributions to measure the pilot outcomes.

Table 1: Preliminary Data Reporting Requirements

Category	Metric
Bike Delivery Data	Number of bikes in operation per day
	Number of tours per bike per day (leave/return to the hub)
	Total distance travelled per tour
	Distance travelled from Microhub to first stop per tour
	Distance travelled from last stop to Microhub per tour
	Total time per tour (start/stop leaving the hub)
	Total travel time per tour
	Total dwell time per tour
	Average dwell time per stop
	Travel time from Microhub to first stop per tour
	Travel time from last stop to Microhub per tour
	Total number of deliveries/parcels per tour
	Number of pick-ups per tour
	Number of drop-offs per tour
	Total number of stops per tour
Number of pick-ups per stop	
Number of drop-offs per stop	
Overall Cyclelogistics Operations	Total deliveries going through Microhub (serviced by bikes or supported by the Microhub in any way) per day
	Total number of pick-ups per day
	Total number of drop-offs per day
	Total number of deliveries by postal codes (forward sortation areas) per day
	Total deliveries within the same service area (delivered by other fleet) per day
	Total number of pick-ups per day
	Total number of drop-offs per day
	Total number of deliveries by postal codes (forward sortation areas) per day
	Total sorting/handling time per bike per day (e.g. preparing for tours, loading and sorting parcels)
	Total bike fleet downtime, or maintenance rates
	Capacity (volume and weight) per bike
Transportation mode and daily commute distance of bike delivery operators and other staff to/from the Microhub	
Vehicle Operations	Make, model, year of vehicles accessing the site for transloading/crossdocking purposes
	Number of trips and travel distance of vehicles to/from other logistics facilities per vehicle
	Span of service hours of vehicles accessing the Microhub and travelling to/from other logistics facilities
	Number of vehicles replaced per day (total, average per vehicle, and/or per bike)
	Distance of vehicle-km travelled replaced per day
	Number of deliveries by vehicle replaced per day
	Number of vehicle stops replaced per day
	Total time of vehicles spent in Vancouver replaced per day

Category	Metric
	Span of service hours of vehicles spent in Vancouver replaced per day
	Average vehicle downtime and maintenance rates
Costs and Economics	Purchase cost, annual maintenance cost, operating costs, and total cost of ownership of delivery vehicles (vans/trucks)
	Purchase cost, annual maintenance cost, operating costs, and total cost of ownership of delivery cycles
	Costs of logistics space, such as other facilities currently supporting vehicle deliveries, other logistics facilities within the City, or Cyclelogistics facilities in other cities
Courier Safety, Health, and Wellbeing	Number and type of incidents (e.g. conflicts with other road users, unpleasant interactions, collisions, damages, injuries, etc.)
	Self-reported health, wellness, and satisfaction of couriers

3.3 Piloting other Low-Impact Last-Mile Logistics Innovations

The City is also interested in the possibility of using the site to test other innovations in low-impact last-mile logistics.

Proposals may include suggestions to trial other fleets or logistics ideas that are complimentary to Cargo-bike operations. Proposals should identify how the site would be used, and how these solutions contribute to reducing the emissions, noise, and occupied space of deliveries, and improving the safety, accessibility, and vibrancy of streets and public spaces.

It is expected that Participants share knowledge, information, and data on these innovations with the City. The City will collaborate with Participants on use of site for testing innovations.

3.4 Schedule

The approximate schedule and key phases of the pilot are outlined as follows.

Participant and Site Selection (May to July 2021)

The selection of Participants and site of the Cyclelogistics Centre are occurring concurrently. The Participants' proposed operations and Microhub needs will inform the selection of the site.

Cyclelogistics Centre Set-Up (August to October 2021)

The City will work with the selected Participants to finalize licensing terms for the use of the Cyclelogistics Centre, the provision of specific requirements for each Microhub (e.g. secured areas or partitions, operational agreements, etc.), to finalize site plans, and to retrofit the space (following the City's Development Permit and Building Permit process as necessary). Minor adjustments to the site are anticipated over the course of the pilot as the City and Participants learn from the process.

Deliveries and Knowledge Sharing (August 2021 to June 2022)

Participants will transition their operations to make deliveries from the Cyclelogistics Centre, provide data to the City, and contribute to knowledge sharing.

The City will monitor the progress of the pilot, facilitate knowledge sharing through operational and roundtable meetings, and support ongoing improvements to increase the efficiency of Cyclelogistics.

Project Evaluation (March to May 2022)

The pilot is expected to end on June 30, 2022, and Participants should plan to terminate use of their Microhub and transition their delivery operations to no longer use the site.

Prior to completion of the pilot, the City will conduct an evaluation to determine the next steps of the pilot and use of the site. This evaluation will consider the Participants' requests and preferences for a smooth operational transition or the continued cargo-bike deliveries, such as to continue using the Microhub after June 2022.

If it is determined that the Microhub would be extended beyond June 2022, Participants should expect potential changes to the license terms. The specific changes would be determined during the Project Evaluation, and may include, but is not limited to, the permitted uses of the site, the amount of space available, the operational terms, and the licensing fee to be adjusted to market rate.

Final Report and Pilot Completion (June 2022)

A report with the outcomes and key findings of the pilot will be prepared and finalized by the City, with input from the Participants. On June 30, 2022 the pilot would end or transition to the next steps identified as part of the Project Evaluation.

4.0 ROLE OF PARTICIPANT

In addition to the scope noted above, the Participant is responsible for:

- Providing, operating, and maintaining all fleet and equipment required for the deliveries and logistics (e.g. cargo-bikes, vans/trucks, containers, etc.);
- Providing all staff and personnel required for the deliveries and logistics operations, including hiring and training bike couriers;
- Obtaining all licenses and permits required to operate (e.g. City of Vancouver business license, bike courier license, etc.);
- Ensuring their operations meet City of Vancouver and Provincial regulations (e.g. City of Vancouver Streets and Traffic By-law, BC Motor Vehicle Act);
- Ensuring the security of their property on the site and within their Microhub;
- Collecting and reporting data to the City and participating in knowledge sharing;
- Providing specialized equipment and installations for the Microhub, beyond the provisions of the City to be outlined during site setup;
- Paying a license fee to the City for the use of the space, installations, and utilities;
- Ensuring fair use of shared facilities (e.g. break rooms, washrooms, electrical charging, etc.); and
- Ensuring that employees, customers, suppliers, or partners involved in the pilot respect the shared arrangements and demonstrate a positive and collaborative attitude towards the project team and other participants;

5.0 CITY PROVIDED

As part of this pilot, the City will provide the following:

- Access to the Cyclelogistics Centre and each Participants' Microhub for the purposes of cargo-bike deliveries or other approved low-impact last-mile deliveries. Provisions of site will be determined during site set up, and each Participant's cost will be determined in the license agreement;
- Access to utilities (e.g. water, electricity, heat, and internet), of which the cost to Participants' will be determined in the license agreement;
- Ongoing facilities maintenance (e.g. janitorial services);

- Data collection and reporting frameworks, to be determined with the Participants; and
- Information, lessons learned and feedback relevant for the smooth operations of the Microhub.

6.0 FEES AND EXPENSES

The City is incurring costs to lease a facility, to set up the space to meet the logistics needs of participants, to provide amenities (e.g. washroom and breakroom), and for utilities (e.g. water, electricity, heat, internet) of the site. The potential facilities are ground-floor, light industrial sites within a 20 minute bike ride of the highest residential and job density neighbourhoods. The market rate of potential sites currently being considered is in the range of \$30-40 per SF per annum (excluding utilities).

- 6.1 **Participant Fees for Use of Site:** Participants will be expected to pay a monthly fee for use of the site, based on the amount of space allocated to them. Participants should propose a fee they would pay for their needs, such as for the purposes of sorting and loading deliveries, storing bikes and charging overnight, secure storage for other equipment, access to amenities/facilities, and considering its location within the city core. The City will factor the proposed amount Participants are willing to pay into its evaluation of proponents, but will ultimately determine the fee (which will differ for each Participant based on the use of space, operational arrangements, cost of utilities and electricity of the site, and other factors).
- 6.2 **Fleets and Equipment:** The Participant is responsible for all costs related to the purchase, operations, maintenance and repair of bikes and equipment.
- 6.3 **Cyclelogistics Centre and Microhub Set-Up:** The City is responsible for costs related to shared facilities, and will work with each Participant to determine the shared costs of installations needed to provide dedicated and secure space for each Participant's microhub.

7.0 Insurance Requirements

Participant's insurance will comply with the insurance requirements as set out in Appendix 3 - Form of Agreement - Professional Services Agreement - Appendix A Insurance Requirements.

APPENDIX 1
PROPOSAL FORM

RFP No. PS20210509, CYCLELOGISTICS PILOT PARTICIPANTS (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

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

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 2 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

1.0 EXECUTIVE SUMMARY

Reference	Requirement
1.1	Provide a brief executive summary of your Proposal.
Response	

2.0 PROPONENT OVERVIEW

Reference	Requirement
2.1	In the space below, provide a description of your company, number of employees, and mandate. Describe your market, service area, fleet size and the types of vehicles currently operating in Vancouver.
Response	
2.2	In the space below, identify and provide professional biographical information for the key personnel, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix an organization chart, identifying all roles and areas of responsibility.

3.0 SCOPE OF WORK

Reference	Requirement
3.1	Describe your organization and capability to succeed as a Participant, supported by your company's skills and knowledge, mandate and actions towards sustainability, experience in delivering goods and services in Vancouver, and experience in operating or piloting cycle-based deliveries.
Response	
3.2	Indicate why you are interested in participating in the pilot, including specific objectives and outcomes that you wish to evaluate, and how you will use the learnings to increase sustainable deliveries. (e.g. to replace vans/trucks with cargo bikes, to expand service area of current bike deliveries, test new operating models, measure efficiency and costs, inform a business case, etc.)
Response	
3.3	Describe your proposed Cyclelogistics operations and use of the site, including: <ul style="list-style-type: none"> The bike deliveries (e.g. number of bikes, pick-up and drop-off activities of the bikes)

	<ul style="list-style-type: none"> • The operations you will carry out at the site (e.g. receive pallets or containers, prepare for tours, overnight storage and charging, etc.) • The operating hours (e.g. days of week and hours of day of the different activities) • Average activity volumes (e.g. deliveries per day, number of vans/trucks replaced, etc.) • The service area of deliveries (e.g. street boundaries or postal codes) • The equipment you will use (e.g. types of bikes, types and sizes of vehicle accessing the site, cargo containers, etc.)
Response	
3.4	<p>Describe your proposed needs and operational requirements of the site, including the proposed amount of space. Note that the requirements are collected for the purposes of site planning and evaluation, and not all requests may be necessarily met.</p> <ul style="list-style-type: none"> • Operational requirements (e.g. desired and minimum square footage, storage for deliveries and bikes, loading access, types of electric charging incl. voltage and amperage etc.) • Equipment and materials (e.g. bike maintenance, wifi) • Security (e.g. security needed for storing deliveries and bikes, site security) • Amenities for couriers (e.g. washrooms, break rooms, etc.) • Other
Response	
3.5	<p>Describe your readiness to participate in the pilot and provide a proposed work plan. Indicate key steps in your process (e.g. redesign routes, adjust sorting and dispatch operations, hiring and training bike couriers, etc.) and the proposed timeline for the pilot from July 2021 to June 2022. Indicate the number of cargo-bikes in your fleet and timeline for deployment in Vancouver.</p>
Response	
3.6	<p>Complete Annex 1 - Data Checklist as a separate Excel file to indicate the data that you would provide to the City. In the space below, describe the format(s) that data can readily be provided to the City, and identify if additional data collection or reporting methods may be need to be implemented, or if support from the City is requested. Describe any additional data, research, resources or analysis that you would be willing to provide to the City. Provide an example of raw data or analytics that you could provide.</p>
Response	
3.7	<p>The market rate of potential sites currently being considered is in the range of \$30-40 per SF per annum (excluding utilities). In the space below, indicate the amount that you are willing to pay for use of the space, as an annual \$ per square footage. Describe the assumptions or other qualifiers (e.g. total sqft assumed, amenities</p>

	assumed, etc.). The City will factor the proposed amount you are willing to pay into its evaluation of proponents, but will ultimately determine the fee.
Response	
3.8	Describe any innovative ideas relating to the pilot, contributions to the shared use of the site, or proposals for trialing other low-impact last-mile logistics solutions that are complementary to your cargo-bike operations. Indicate how the site would be used, and how these solutions contribute to reducing the emissions, noise, and occupied space of deliveries, and improving the safety, accessibility, and vibrancy of streets and public spaces.
Response	
3.9	Provide any other comments for planning purposes of the pilot. Responses to this question will not be evaluated.
Response	

References	
Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 2	
Address (City and Country)	

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

Subcontractors
List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).

Declaration of Supplier Code of Conduct
The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct ("SCC") < https://policy.vancouver.ca/AF01401P1.pdf >, which defines minimum labour and environmental

standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

As an authorized signatory of _____ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____

Exceptions to Declaration:

Conflicts, Collusion, Lobbying

See Article 9 of Appendix 2 for instructions.

SUSTAINABLE AND ETHICAL PROCUREMENT

SOCIAL SUSTAINABILITY

SUPPLIER DIVERSITY

Please note for the Supplier Diversity, Vendors' are required to answer to the following question, which will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).

Majority owned/controlled/ by:

- Women
- Indigenous Peoples

Social / Diverse Certifications

- [BCorp](#)
- Supplier Diversity Certification

<input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate	Enviro / Other Certifications <input type="checkbox"/> BuySocial <input type="checkbox"/> Living Wage <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
<input type="checkbox"/> None of the above	<input type="checkbox"/> None of the above

INDIGENOUS PARTICIPATION

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous peoples or organizations? Y/N

a. If yes, please describe in detail:

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors

What % or \$ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?

Category of Social Value Businesses (Majority owned/controlled/certified by)	# of Businesses	\$/% of contract	Name of the Businesses being Sub-contracted
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			
LGBTQ2+			
Non-Profit/Charity (Social Enterprise)			
3C/CCC; Coop ; BCorp			

Other			
-------	--	--	--

EMPLOYMENT EQUITY & WORKFORCE DIVERSITY

EMPLOYMENT EQUITY

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)
2. Do you regularly conduct an employee equity “survey” or similar information/data collection on workforce diversity? Y/N
 - a. Please describe how you track/monitor your workforce diversity including frequency
3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N
 - a. Please describe and/or use the table below

Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (optional if makes sense)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

4. Do you support training for career advancement and/or skills development?
 - a. If yes, please describe
5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N

Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe

WORKFORCE DIVERSITY

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

<p>As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). <i>Confidential & for information only</i></p>		
<p><u>Overall Workforce Diversity:</u></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p><u>Leadership/Management/Executive Diversity:</u></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p><u>Workforce Diversity:</u></p>
<p><u>If you choose not to respond please indicate why:</u></p> <p><input type="checkbox"/> <u>Do not track this information</u></p> <p><input type="checkbox"/> <u>Do not want to share this information</u></p>		

ENVIRONMENTAL SUSTAINABILITY

ENVIRONMENTAL OPERATIONS

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases)

1. For the following, please indicate those you track and/or report

	<i>Track</i>	<i>Report</i>
GHG Emissions	<input type="checkbox"/>	<input type="checkbox"/>
Energy usage	<input type="checkbox"/>	<input type="checkbox"/>
Water usage	<input type="checkbox"/>	<input type="checkbox"/>

Any hazardous/toxic air or water emissions	<input type="checkbox"/>	<input type="checkbox"/>
Generation/recycling/reduction of solid waste	<input type="checkbox"/>	<input type="checkbox"/>
Generation/recycling/reduction of hazardous	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

a. If reporting, please indicate to whom or where

- Government(s)/Agencies
- Industry Association(s) ie. “industry-wide [environmental product declaration](#)”
- [CDP](#)
- Global certification system ie. [World Business Council for Sustainable Development](#)
- Other(s) ie. Concrete Sustainability Council

b. Do you request/require your supply chain to track and report any of the above? Y/N, explain

2. Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals

- Increase [renewable energy](#) sources and/or reduce the company’s overall energy usage
- Reduced carbon use, GHG emissions or use of ozone depleting substances
- Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration
- Recycled water or other water recovery systems to reduce the use of potable water
- Responsibly dispose of all hazardous waste generated from production.
- [2030 Sustainable Development Goals of the United Nations](#)
- Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact

Please provide details

Do you engage with your supply chain on any above noted issues? Y/N, explain

**APPENDIX 2
LEGAL TERMS AND CONDITIONS OF RFP**

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 2 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2. DEFINITIONS

In this Appendix 2, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 2), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means Appendix 2 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20210509, as amended from time to time and including all addenda.

3. NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 2 (except only Sections 7, 8.2 and 10 of this Appendix 2, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

5. EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 2, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

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

6. PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 2, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or

- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 2, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

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

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 2), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7. DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 2, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 2 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8. PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

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

9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

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

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

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

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

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

in each case as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

10. GENERAL

- (a) All of the terms of this Appendix 2 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 2 will not affect the validity or enforceability of any other provision of this Appendix 2, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

**APPENDIX 3
FORM OF AGREEMENT**

See next page.



**PROFESSIONAL SERVICES AGREEMENT
PS20210509 - CYCLELOGISTICS PILOT PARTICIPANT**

THIS AGREEMENT is made as of the [day] day of [month/year] (the “Effective Date”)

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the “City”)

OF THE FIRST PART

AND:

[PARTICIPANT NAME]
[address]

(the “Participant”)

OF THE SECOND PART

(the City and the Participant are hereinafter sometimes referred to individually as “Party” and collectively as “Parties”)

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Participant to perform said services.
- B. The Participant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) “Agreement” means this Professional Services Agreement inclusive of all schedules,

appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;

- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Participant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Participant;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Participant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 15.1
- (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **“Deliverables”** has the meaning set out in Section 17.1;
- (h) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) **“Project Team”** has the meaning set out in subsection 2.2(c);
- (j) **“Proposal”** means the proposal submitted by the Participant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) **“RFP”** means Request for Proposal PS20210509 - Cyclelogistics Pilot Participants, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **“Services”** has the meaning set out in Section 2.1;
- (m) **“Sub-contractor”** has the meaning set out in Section 4.1; and
- (n) **“Term”** means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices B and C;

- (b) the RFP; and
- (c) the Proposal.

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 PARTICIPANT'S SERVICES TO THE CITY

2.1 The Participant will provide and be fully responsible for the following services (the “Services”):

- (a) the services described in the RFP;
- (b) the services which the Participant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Participant will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City’s other Participants, in each case to which the Services relate;

- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
 - (c) maintaining and supervising its employees and Sub-contractors (the “Project Team”) described in Section 3.1.
- 2.3 The Participant represents and warrants to the City that the Participant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Participant will perform the Services:
 - (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.5 The Participant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
 - (a) the requirements and appendices of this Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Participant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City’s Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Participant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Participant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Participant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Participant replace a Project Team member. The Participant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Participant for any replacement

Project Team member.

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Participant may not engage any contractor or consultant (in each case a “**Sub-contractor**”) for the performance of any part of the Services, unless the Participant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Participant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Participant.
- 4.3 Where a Sub-contractor is used by the Participant under this Agreement, the Participant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE PARTICIPANT

- 5.1 In consideration of the Services performed by the Participant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Participant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 The fees for the Services are described in this Section 5.0 and in **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]**.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Participant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Participant will in no way diminish the duties and obligations of the Participant to provide the Services covered by this Agreement.
- 5.4 If the Participant has engaged Sub-contractors, then the Participant will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Participant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Participant.]
- 5.5 The Participant will, by the 25th day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Participant for the preceding month (if any). The City’s Project Manager shall review the draft, raise any concerns with the Participant within ten working days and, after settlement of any issues (in the City’s Project Manager’s discretion), approve the draft invoice. The Participant, if so requested, will meet with the City’s Project Manager to expedite and settle of the draft invoice. The Participant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APlnvoice@vancouver.ca. The invoice must contain:

- (a) the Participant's name, address and telephone number;
- (b) the City purchase order number;
- (c) the name of the City's Project Manager;
- (d) the invoice number and date;
- (e) details of any applicable taxes (with each tax shown separately); and
- (f) tax registration number(s).

5.6 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Participant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Participant.

5.7 The Participant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Participant and by such other means as will be reasonably necessary or advisable.

5.8 The Participant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

6.0 CHANGES TO SCOPE OF SERVICES

6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Participant, vary the scope of Services to be provided by the Participant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

6.2 Should the Participant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Participant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Participant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Participant.

6.3 The City's Project Manager will consider the Participant's written notice (if any) within a further ten days of receipt of the Participant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed.

7.0 RELEASE AND INDEMNIFICATION

7.1 The Participant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Participant, its

Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

- 7.2 In undertaking the Services, the Participant acknowledges that the Participant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Participant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Participant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Participant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

- 8.1 The Participant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

- 9.1 The Participant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Participant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Participant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Participant will provide the City with the Participant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Participant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Participant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Participant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Participant is required or permitted to perform any Services on any City sites, the Participant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Participant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Participant. For greater certainty, any information provided by the City to the Participant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Participant for information purposes only and may not be relied upon by the Participant.

11.0 COMMUNICATION BETWEEN PARTICIPANT AND CITY

- 11.1 The City appoints **[insert name] [email address]** as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **[insert name]**'s appointment as the City's Project Manager by the City, **[insert name]** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **[insert name]**, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Participant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Participant appoints **[insert name] [email address]** as its representative for the purposes of this Agreement (the "Participant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Participant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Participant's Project Manager.

12.0 TERM OF AGREEMENT

- 12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by June 30, 2022 (the "Term").

13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Participant in whole or in part by giving ten days' prior written notice to the Participant. If termination is not for cause, the Participant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Participant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed **[\$insert dollar amount calculated at ten business days' pay]** (including all taxes).

14.0 ASSIGNMENT

- 14.1 The Participant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.

Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Participant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Participant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Participant, provided always that the Participant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Participant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively “**Confidential Information**”). Excluded from the definition of Confidential Information is:

- (a) information which is in, or becomes part of, the public domain, not due to the Participant’s breach of this Agreement or the Participant’s actions;
- (b) information which was previously in the Participant’s possession and did not originate from the City; and
- (c) information which lawfully becomes available to the Participant from a third party not under an obligation of confidence to the City regarding such information.

15.2 The Participant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Participant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Participant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.3 If the Participant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Participant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Participant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City’s request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City’s contractors to protect all personal information acquired from the City in the course of providing services to the City. The Participant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.

15.5 The Participant acknowledges that in the event of a breach by the Participant or any of its

employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Participant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

15.6 The Participant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) completion of the Services;
- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return of the Confidential Information;

provided that the Participant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.1 The Participant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “Communications”) without the express prior written consent of the City (except as may be necessary for the Participant to perform its obligations under this Agreement).

16.2 Furthermore, the Participant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Participant and the City. Without limiting the generality of the foregoing, the Participant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Participant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as deliverables;

(collectively, the “Deliverables”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Participant or supplied to the City as part

of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;

- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
 - (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Participant as part of the services provided to any of its other customers (the "Pre-Existing Materials").
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Participant.
- 17.4 The Participant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Participant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Participant to the City on the earliest of each of the following events:
- (a) the date specified in this Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Participant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Participant. The Participant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Participant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Participant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Participant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Participant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Participant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing

Materials as part of the Deliverable.

17.8 The Participant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Participant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

18.1 Any notice required or permitted to be given to the Participant will be sufficiently given if delivered in writing by the City's Project Manager to the Participant's Project Manager personally or, if mailed, by registered mail to the last known address of the Participant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Participant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

19.1 The Participant agrees that during the Term the Participant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Participant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Participant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Participant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

19.2 The Participant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Participant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

20.1 If the Participant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.

20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Participant.

20.3 The Participant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Participant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

21.1 The Participant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2 The Participant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT PARTICIPANT

23.1 This Agreement is a contract for services and the Participant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Participant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Participant will not represent to anyone that the Participant has any authority to bind the City in any way or that the Participant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Participant acknowledges that the Participant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Participant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "**Unavoidable Delay**" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Participant's lack of financial resources; the Participant's insolvency; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Participant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Participant or its Sub-Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

- 26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Participant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Participant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Participant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Participant (whether under this Agreement or otherwise) any amounts payable by the Participant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Participant, whether such claim is at law or in equity or tort or on any other basis.

26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Participant and their respective successors and permitted assigns.

26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Participant each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

[NAME OF PARTICIPANT]

Authorized Signatory

Print Name and Title

SCHEDULE 1 - LICENSE AGREEMENT

THIS AGREEMENT made as of the <date> day of <month>, 20<year>.

BETWEEN:

CITY OF VANCOUVER,
a municipal corporation with offices
at 453 West 12th Avenue,
in the City of Vancouver,
Province of British Columbia V5Y 1V4

(the "City")

AND:

<date> ENTER IN CAPS>.,
<date> address>

(the "Participant")

Lands:

Having a civic address of:

1. <date> address of location>, Vancouver, B.C. and a legal description of:

City of Vancouver

Parcel Identifier: <date>
<date> legal description>

(the "Lands")

Term: <date> to <date> subject to earlier termination as herein provided.

WHEREAS:

A. The Participant desires to conduct certain Work (as hereinafter defined) on the Lands;
and

B. The City requires the Participant to execute this Agreement prior to performing the
Work,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by each of the parties), the parties hereto hereby covenant and agree with each other as follows:

1. Term

The City hereby grants to the Participant a non-exclusive licence to use the Lands for the purposes set out herein from <date> to <date> (the "Term"), subject to earlier termination as herein provided.

2. Restrictions on Hours of Operation

The Participant shall only exercise its rights under this Agreement on the days and times permitted by the applicable City of Vancouver by-laws.

3. Insurance

The Participant will comply with the insurance requirements as set out in Appendix A - Insurance Requirements.

4. Fees

The Participant agrees to pay to the City a fee in the amount of \$ <fee>, plus appropriate taxes, for use of the Lands.

5. Use

The Participant shall use the Lands for the purpose of enter purpose of <use>.

6. Regulations and By-laws

The Participant shall, at its own expense, comply with and abide by all laws, by-laws and lawful orders which touch and concern the Lands or the performance of the Work.

7. No Assignment

The rights granted to the Participant hereby are personal to the Participant and the Participant may not assign or otherwise transfer these rights.

8. Lands Licenced "As Is"

The Participant acknowledges that the City has made no representations or warranties as to the state of repair of the Lands, the safety of the Lands, the location of any utilities or City works thereon, the stability or state of the soil thereon, or the suitability of the Lands for any business, activity or purpose whatsoever. The City shall not be obliged to furnish any services or facilities or to make repairs or alterations in or to the Lands. The Participant acknowledges that the Lands are currently tenanted and, as such, the tenant's prior approval must be obtained by the Participant if the Work will interfere with the tenant's use or occupation of the Lands.

9. Utility Services

Prior to conducting the Work the Participant shall contact any applicable utility companies or municipal officials to identify any underground utility locations located on or adjacent to the Lands. The Participant will then take any appropriate safety measures to ensure that the Work does not damage or affect any utilities located on or adjacent to the Lands. The Participant shall pay for or cause to be paid when due all charges for any gas, electricity, light, heat, power, water and other utilities and services used in or supplied to the Lands and improvements thereon throughout the Term and to indemnify and to keep indemnified the City from and against payment of all losses, costs, charges and expenses occasioned by or arising from any and all such charges.

10. Repair and Maintenance

During the Term the Participant shall, at the Participant's cost:

- (a) keep that portion of the Lands necessary to conduct the Work or directly affected by the Work (the "Working Area") in good order and condition;
- (b) not permit or suffer waste or injury to the Lands or any part thereof and shall not use or occupy or permit to be used or occupied the Lands or any part thereof for any unlawful purpose;
- (c) assume responsibility for the maintenance and repair of the Working Area where such maintenance and repair would not be required but for the Participant's use and occupation of the Lands;
- (d) maintain the Working Area in a sanitary, neat, tidy and safe condition and free from nuisance at all times;
- (e) not release, dump, spill or place, or allow to be released, dumped, spilled or released on the Lands any waste or special waste (as defined in the Environmental Management Act (British Columbia), as amended), or any toxic substance (as defined in the Canadian Environmental Protection Act (Canada), as amended) or any matter which the British Columbia Ministry of Environment considers a risk to the environment or to human health; and
- (f) repair any damage caused to the Lands by the Participant or its officials, officers, agents, employees, servants, contractors or subcontractors to the satisfaction of the City.

11. Indemnity

The Participant shall release, indemnify and save harmless the City and its officials, officers, agents and employees from all costs, losses, damages, builder's liens, compensation and expenses of any nature whatsoever relating to or arising from the Participant's occupation and/or use of the Lands and from all actions, claims, demands, suits and judgments against the City or its officials, officers, agents and employees on account of injury or death occurring in or about the Lands and damage to or loss of property occurring in or about the Lands or relating to or arising from the Participant's occupation and/or use of the Lands (including claims under the Occupier's Liability Act).

12. Default

If the Participant defaults in the payment of any monies due under this Agreement or breaches any provision of this Agreement and fails to remedy the same within five (5) business days of receipt of notice from the City, the City may immediately terminate this Agreement.

13. Restoration

Prior to the end of the Term of this Agreement, the Participant shall restore the Lands to the condition it was immediately prior to the commencement of the Term to the satisfaction of the City.

14. Early Termination

The parties hereto agree that either the City or the Participant may, at any time during the Term, terminate this Agreement and the licence granted hereby upon giving to the Participant or the City, as the case may be, thirty (30) days written notice. Upon notice of termination being given this licence shall terminate at the end of such thirty (30) day period and the City shall be entitled to re-enter and retake possession in the same manner and to the same extent as if the term hereby had been determined by effluxion of time.

15. Time is of the Essence

Time shall be of the essence of this Agreement, save as herein and otherwise provided.

16. City's Remedies Are Cumulative

The remedies provided to the City herein are cumulative and are in addition to any remedies to the City available at law or in equity including injunctive relief. No remedy shall be exclusive and the City may have recourse to any or all remedies simultaneously or at various times.

17. Delivery of Notices

Any notice required to be given hereunder may be delivered as follows:

to the City:

CITY OF VANCOUVER

Site address: c/o The Director of Real Estate Services
320 - 507 W Broadway, Vancouver, B.C. V5Z 0B4

Mailing address: 453 West 12th Avenue, Vancouver, BC V5Z 4A8

to the Participant:

<ENTER IN CAPS>
<address>

18. Headings

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

19. Relationship

It is the express intention of the City and the Participant that the granting of this Licence will not create between the City and the Participant a landlord and tenant relationship. It is specifically agreed that this Agreement does not grant an interest in land to the Participant.

20. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

21. Independent Legal Advice

The Participant acknowledges that the Participant is entitled to seek independent legal advice before executing this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER
per:

Authorized Signatory

<{000} COMPANY NAME IN CAPS>

per:

Authorized Signatory

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 **Required Types/Amounts** Prior to commencing the Services, the Participant will obtain at its own expense:

- (a) Commercial general liability insurance policy with a limit of not less than \$5,000,000 per occurrence \$5,000,000 in aggregate and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Participant and the Participant's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, and product liability, and property damage or loss, arising out of the operations of the Participant or the actions of the Participant or the Participant's personnel. The policy must:
 - (i) include a cross-liability or severability of interest clause in favour of the City;
 - (ii) include blanket contractual liability coverage;
 - (iii) include contingent employer's liability coverage;
 - (iv) include non-owned auto liability coverage;
 - (v) include all risk tenant's legal liability for an amount not less than \$---- per occurrence. Such coverage will include the activities and operations conducted by the Participant and third parties at the premises/lands indicated under the license agreement; and
 - (vi) name the City and the City's officials, employees and agents as additional insureds.
- (b) Automobile liability insurance on all licensed vehicle owned or leased to the Participant with a limit of not less than \$10,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Participant, its agents or employees.
- (c) All-risk contractor's equipment or property insurance covering all property or equipment owned or rented by the Participant and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement. This insurance must include a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.2 **Required Policy Terms**

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving

the City at least 30 days' written notice. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Participant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 Sub-Contractors' Insurance

The Participant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Participant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

The Participant and each of its Sub-contractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent consultant, engineer, architect, or other professional would require to protect their performance of services similar to the Services outlined.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Participant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Participant from any other provisions of this Agreement with respect to liability of the Participant or otherwise.

APPENDIX B - PROPOSAL

APPENDIX C - RFP