



REQUEST FOR PROPOSAL

Professional Services for Hillcrest and Riley Parks

RFP No. PS20120343

Issue Date: May 18, 2012

Issued By: City of Vancouver

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART A - INTRODUCTION

TABLE OF CONTENTS

PART A - INTRODUCTION	Pages A-1 to A-2
1.0 Overview of RFP	
2.0 Key Dates	
3.0 Contact Person	
4.0 Closing Time	
5.0 Delivery Address for Proposals	
 PART B - INSTRUCTION TO PROPONENTS	 Pages B-1 to B-9
1.0 Overview	
2.0 Administrative Requirements	
3.0 Conduct of RFP - Inquiries and Clarifications	
4.0 Contract Requirements/Deviations and Variations	
5.0 Pricing	
6.0 Submission of Proposals	
7.0 Proposal Format	
8.0 Bid Security	
9.0 Opening of Proposals	
10.0 Evaluation of Proposals	
11.0 Proposal Approval	
12.0 Alternate Solutions	
13.0 Freedom of Information and Protection of Privacy Act	
14.0 Non-Resident Withholding Tax	
15.0 No Obligation Assumed by City	
16.0 No Claim Against the City	
17.0 Release and Indemnity	
18.0 Dispute Resolution	
19.0 Access/Ownership of Proposal Information	
20.0 Confidentiality	
21.0 No Promotion	
22.0 Survival/Legal Effect of Proposal Contract	
23.0 Definitions	
 PART C - FORM OF PROPOSAL	 Pages C-1 to C-19
1.0 Introduction	
2.0 Submission Instructions for Envelope One - Commercial Proposal	
3.0 Submission Instructions for Envelope Two - Management Proposal	
 PART D - PROPOSAL DECLARATION FORM	 Pages D-1 to D-2
 PART E - FORM OF AGREEMENT	 Pages E-1 to E-23
Appendix A - Insurance Requirements	
Appendix B - Proposal	
Appendix C - RFP	
Appendix D - WorkSafe BC Registration	
Appendix E - Professional Liability Insurance Certificate	
Appendix F - Commercial General Liability Insurance Certificate	

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART A - INTRODUCTION

Schedule 1 - Scope of Work (final to be included at time of award)
Schedule 2 - Pricing (final to be included at time of award)
Schedule 3 - Project Schedule (final to be included at time of award)

PART F - APPENDICES	Pages
Appendix 1 - Scope of Work	2
<i>Appendix 2 - Board Report May 5, 2005</i>	9
<i>Appendix 3 - Board Report September 19, 2005</i>	8
<i>Appendix 4 - Development Permit Staff Committee Report November 8, 2006</i>	25
<i>Appendix 5 - Illustrative Landscape Plan February 6, 2006</i>	1
<i>Appendix 6 - Hillcrest and Riley Park Boundaries</i>	1
<i>Appendix 7 - Final Report Hillcrest Community Centre Parking Study</i>	38
Appendix 8- Certificate of Existing Insurance	1
Appendix 9 - Assessment of Vendor Sustainability Leadership Questionnaire	3
Appendix 10 - Declaration of Supplier Code of Conduct Compliance	1

Appendices 2 - 7 are available on the City's Purchasing website at:
<http://www.vancouver.ca/fs/bid/bidopp/openbid.htm>

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART A - INTRODUCTION

1.0 OVERVIEW OF RFP

1.1 This Request for Proposal ("RFP") is an opportunity to submit Proposals for the City's review and, depending on the City's evaluation, to negotiate with the City to finalize and execute an Agreement, as defined in this RFP.

1.2 This RFP consists of 4 parts:

- (a) PART A - INTRODUCTION: This part sets out the key dates and contact information for the RFP process;
- (b) PART B - INSTRUCTION TO PROPONENTS: This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;
- (c) PART C - FORM OF PROPOSAL: This part contains the format and information requested by the City to be contained and submitted in the Proposal. The Proposal should be submitted in a two envelope system: Commercial Proposal and Management Proposal; and
- (d) PART E - FORM OF AGREEMENT: This part contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

2.0 KEY DATES

2.1 Proponents should note the following key dates:

Event	Time/Date
Deadline for Enquiries	June 12, 2012 Enquiries received five (5) days before the Closing Time may not be processed and may not receive a response. The City's Purchasing Services Office is open on Business Days from 8:30am to 4:30pm and closed Saturdays, Sundays, and holidays.
Closing Time	June 19, 2012 at 3:00:00 P.M.

3.0 CONTACT PERSON

3.1 The Contact Person for this RFP is:

Alison Hall, Contracting Specialist

Fax: 604-873-7057

purchasing@vancouver.ca

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART A - INTRODUCTION

3.2 Proponents shall direct all enquiries, in writing, to the Contact Person. Telephone enquiries are not permitted.

4.0 CLOSING TIME

4.1 Proponents should submit their Proposals on or before the date and time as specified in Section 2.1 (the “Closing Time”). Closing Time and “Vancouver time” will be conclusively deemed to be the time shown on the clock used by the City’s Purchasing Services Office for this purpose.

5.0 DELIVERY ADDRESS FOR PROPOSALS

5.1 Proponents shall submit their Proposals to the following address:

City of Vancouver Purchasing Services Office

453 West 12th Avenue

Vancouver, British Columbia, Canada, V5Y 1V4

For Courier/In Person Delivery, drop off at the:

Information Desk, Main Floor Rotunda

City of Vancouver, City Hall

453 West 12th Avenue, Main Floor

Vancouver, British Columbia, Canada, V5Y 1V4

Proposals submitted by fax or email will not be accepted.

PART B - INSTRUCTIONS TO PROPONENTS

In this RFP, capitalized terms have the meanings set out in Section 24 (Definitions) of PART B - INSTRUCTIONS TO PROPONENTS and in PART E - FORM OF AGREEMENT, except where otherwise expressly provided or the context otherwise requires.

1.0 OVERVIEW

- 1.1 This RFP identifies a business opportunity for the successful Proponent to provide consultant services for the landscape development and parking demand management of Hillcrest and Riley Parks. The successful Proponent's work on this project will consist of the full range of consultant services, including schematic design, design development, contract documents, tendering phase and construction/contract administration. In addition, there will be a significant public engagement process to solicit input from stakeholders and the general public.
- 1.2 The City is requesting Proposals from interested firms with expertise in consultant services as stated above as applied to redevelopment of a significant public park involving multi stakeholder groups.
- 1.3 The purpose of this RFP is to select a Proponent with the capability and experience to efficiently and cost-effectively satisfy and deliver all of the requirements described in this RFP.
- 1.4 The successful Proponent will be the Proponent who offers the best value which will be assessed in the City's sole and absolute discretion as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, and operations and maintenance enhancements.
- 1.5 **Sustainability**
 - (a) The City's Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/fs/bid/epp/index.htm> aligns the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.
- 1.6 The Requirements are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

2.0 ADMINISTRATIVE REQUIREMENTS

- 2.1 It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

3.0 CONDUCT OF RFP - INQUIRIES AND CLARIFICATIONS

- 3.1 The City's Director of Supply Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.
- 3.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person as set out in PART A - INTRODUCTION. If required, an addendum will be issued and posted on the City's website as outlined above.

4.0 CONTRACT REQUIREMENTS/DEVIATIONS AND VARIATIONS

- 4.1 Proponents should indicate in their Commercial Proposal the extent to which the Form of Agreement is consistent with their Proposal. If the Proposal is inconsistent with the Form of Agreement, the Proponent should provide proposed alternative contract language in their Commercial Proposal under the heading DEVIATIONS AND VARIATIONS which may or may not be considered by the City at its sole discretion.
- 4.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to signing the Agreement.

5.0 PRICING

- 5.1 Pricing is to be submitted, as part of the Commercial Proposal, in a separate envelope/package from the Management Proposal.
- 5.2 Prices quoted are to be exclusive of HST but inclusive of all other costs including, without limitation, freight, unloading at destination, import duties, taxes (other than HST), brokerage fees, royalties, handling, overhead and profit.
- 5.3 Prices shall be quoted in Canadian currency.

6.0 SUBMISSION OF PROPOSALS

- 6.1 The submission instructions for Proposals are provided in Part C - FORM OF PROPOSAL. Proposals should be submitted in a two envelope/package system (Commercial Proposal and Management Proposal, as separate envelopes/packages) clearly marked with the *Proponent's Name, the RFP title and the RFP reference number. The Commercial Proposal and Management Proposal should be clearly identified and distinguishable.*
- 6.2 Proponents should submit four (4) hard copies of their Proposal in two parts as further described in PART C - FORM OF PROPOSAL (Management Proposal and Pricing Proposal) in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda. Proponents should also submit one (1) electronic copy of their Proposal in the same format described above.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

- 6.3 Only the English language may be used in responding to this RFP.
- 6.4 Proposals, including any Proposal amendments, received after the Closing Time or in locations other than the address indicated in PART A - INTRODUCTION, may or may not be accepted and may or may not be returned.
- 6.5 Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the Proponent's name and the RFP title and reference number before the Closing Time.
- 6.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 6.7 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 7.0 PROPOSAL FORMAT**
- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents are requested to provide their Proposal in the format and including the content described in PART C - FORM OF PROPOSAL.
- 8.0 BID SECURITY**
- 8.1 No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this RFP.
- 9.0 OPENING OF PROPOSALS**
- 9.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.
- 10.0 EVALUATION OF PROPOSALS**
- 10.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City based on quality, service, sustainability, price and any other criteria set out in this RFP including, but not limited to:
- (a) the Proponent's ability to meet the Requirements and the cost/expense for same;
 - (b) the Proponent's ability to deliver the Requirements when and where required;
 - (c) the Proponent's skills, knowledge and previous experience;
 - (d) the proposed plan of approach and work schedule;

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

- (e) the Proponent's business reputation and capabilities;
 - (f) the Proponent's ability to meet the City's insurance requirements;
 - (g) environmental issues considered by the Proponent;
 - (h) quality of Proposal, including any innovative concepts; and
 - (i) any other criteria set out in this RFP or otherwise reasonably considered relevant.
- 10.2 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. The City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City.
- 10.3 The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 10.4 The City may elect to short list Proponents and evaluate the Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, furnishing additional technical data and proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate all or any one set of negotiations with the short-listed Proponents.
- 10.5 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two fiscal years.
- 10.6 The City may request that any or all Sub-contractors of the Proponent undergo the same evaluation process.
- 11.0 PROPOSAL APPROVAL**
- 11.1 Proposal approval is contingent on funds being approved and the Proposal being approved by the City. Only then may the successful Proponent and the City proceed to settle, draft and sign the Agreement.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

- 11.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign the Agreement.
- 11.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.
- 11.4 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposal;
 - (d) accept a Proposal which is not the lowest proposal;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in this 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; and
 - (h) split the Requirements between one or more Proponents.

12.0 ALTERNATE SOLUTIONS

- 12.1 If in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Management Proposal. Any pricing impact of the alternate solution should be provided separately in the Commercial Proposal.

13.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 13.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

14.0 NON-RESIDENT WITHHOLDING TAX

- 14.1 Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least 30 days before commencing the service.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

15.0 NO OBLIGATION ASSUMED BY CITY

- 15.1 Unless expressly stated in this RFP, the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into the Agreement.
- 15.2 The Proponent agrees that the Proponent will bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP.

16.0 NO CLAIM AGAINST THE CITY

- 16.1 The Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, Losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the Proponent and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim whatsoever.

17.0 RELEASE AND INDEMNITY

- 17.1 The Proponent now releases from all liability of any losses and further indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of the Proponent's Sub-contractors or agents alleging or pleading:
- (a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP;
 - (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP process; or
 - (c) liability on any other basis related to this RFP process.

18.0 DISPUTE RESOLUTION

- 18.1 Any dispute relating in any manner to this RFP process shall be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The dispute will be decided by a single arbitrator, the arbitrator will be selected by the City's Director of Legal Services and the arbitration will take place in Vancouver;
 - (b) Section 17.0 (No Claim) and Section 18.0 (Release and Indemnity) will:
 - (i) bind the City, 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.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

19.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

- 19.1 All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.
- 19.2 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.

20.0 CONFIDENTIALITY

- 20.1 Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the Proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.
- 20.2 The Proponent 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 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.
- 20.3 The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.
- 20.4 All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except as expressly provided in the RFP.
- 20.5 The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

21.0 NO PROMOTION

- 21.1 The successful Proponent must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials, without the express prior written consent of the City (except

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

as may be necessary for the successful Proponent to perform the successful Proponent's obligations under the terms of the Agreement).

22.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

22.1 All of the terms of this PART B - INSTRUCTIONS TO PROPONENTS which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

23.0 DEFINITIONS

23.1 For greater certainty and without limitation to any of this City's rights set out in this Agreement when the term "must" precedes a requirement regarding the content or format of a Proposal such a requirement is mandatory. When the terms "should", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.

23.2 In this RFP, the following terms have the following meanings:

- (a) **"Agreement"** means the contract entered into between the City and the successful Proponent following the conclusion of the RFP process which contract will be substantially the same form as the Form of Agreement;
- (b) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) **"Commercial Proposal"** means those portions of the Proposal to be submitted in Envelope One as set out in PART C - FORM OF PROPOSAL;
- (d) **"Form of Agreement"** means the sample Agreement included in PART E - FORM OF AGREEMENT;
- (e) **"Losses"** means in respect of any matter all:
 - (i) direct or indirect, as well as;
 - (ii) 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);
- (f) **"Management Proposal"** means those portions of the Proposal to be submitted in Envelope Two as set out in PART C - FORM OF PROPOSAL, which expressly excludes any pricing information;
- (g) **"Project"** means the project described in RFP No. PS20120343 Professional Services for Hillcrest and Riley Parks;

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART B - INSTRUCTIONS TO PROPONENTS

- (h) **"Proponent"** means those entities eligible to participate in this RFP process;
- (i) **"Proposal"** means a proposal submitted in response to the RFP;
- (j) **"Proposal Declaration Form"** means the form to be included in the Commercial Proposal substantially as set out in PART C-FORM OF PROPOSAL, or as otherwise acceptable to the City;
- (k) **"Requirements"** means the City's requirements for the work to be performed by the successful Proponent as set out in Appendix 1 - Scope of Work;
- (l) **"RFP"** means the documents issued by the City as Request for Proposal No. PS20120343 including all addenda; and
- (m) **"Sub-contractors"** means any or all sub-contractors identified in the Proponent's Proposal.

All other terms (capitalized or not) have the meanings given to them in the RFP.

PART C - FORM OF PROPOSAL

1.0 INTRODUCTION

- 1.1 This PART C - FORM OF PROPOSAL contains the format and information requested by the City to be contained in the Proponent's Proposal.
- 1.2 The Proponent's Proposal should be submitted in two envelopes/packages:
- (a) Envelope One: Commercial Proposal, including the Proposal Declaration Form; and
 - (b) Envelope Two: Management Proposal.
- 1.3 The Commercial Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope One - Commercial Proposal":
- (a) Proposal Declaration Form;
 - (b) Pricing;
 - (c) Insurance;
 - (d) WorksafeBC;
 - (e) Deviations and Variations; and
 - (f) Amendments/Addendum/Questions and Answers.
- 1.4 The Management Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope Two - Management Proposal":
- (a) Company Profile;
 - (b) Key Personnel;
 - (c) References;
 - (d) Sub-Contractors;
 - (e) Requirements Overview;
 - (f) Sustainability;
 - (g) Project Timeline;
 - (h) Environmental Responsibility; and
 - (i) Prime Contractor Requirements.

2.0 SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE - COMMERCIAL PROPOSAL

The following describes the format and information to be provided by the Proponents in their Commercial Proposals. The paragraph titles and numbers in the Commercial Proposal should correspond to the paragraph titles and numbers below.

2.1 Proposal Declaration Form

2.1.1 Each Proponent should submit with its Commercial Proposal a signed Proposal Declaration Form substantially as set out in this PART D - PROPOSAL DECLARATION FORM, or as otherwise acceptable to the City.

2.2 Pricing

2.2.1 The Proponent should provide the following information:

- (a) a total maximum fee for the services, inclusive of all disbursements and taxes (except HST, which is to be shown separately), showing all costs associated with the Project Tasks and deliverables as outlined in Appendix 1 - Scope of Work;
- (b) the hourly charge out rates for Project team members;
- (c) a breakdown of the total maximum Project fee into the costs associated with each team member, inclusive of fees, disbursements and taxes (except HST);
- (d) a description of all disbursements, including a maximum amount for each;
- (e) a description of all costs associated with Sub-contractors; and
- (f) a description of all costs, organized as above, for any additional proposed scope of work related to this Project. For example, where additional meetings are requested by the City, describe how these would be charged to the City.
- (g) a description of charges for any additional meetings with stakeholder groups and any additional Open Houses to the ones identified in Appendix 1 - Scope of Work.

2.2.2 The Proponent should copy and customize the Pricing Table set out below for inclusion in their RFP submission:

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

Estimated Fees/Disbursements						
Work Task/Phase/ Deliverable	Team Members	Activity/ Role	Estimated Hours	Hourly Rate	Estimated Fee	Estimated Disbursements
Maximum Fees/ Disbursements (Proponents to note Section 5.0, Agreement)						

2.2.3 *Terms of Payment*

The City's standard payment terms are net 30 days after receipt of approved invoice, however and discounts or more favourable terms offered by the Proponent will be taken into consideration in the financial evaluation. Proponents should indicate in their Proposals if they require other than Net 30 days payment

Proponents should describe if Electronic Fund Transfer (EFT) is available.

2.2.4 *Alternative Pricing Solutions*

Proponents may offer alternative pricing options.

2.3 **Insurance Requirements**

2.3.1 Proponents should submit with their Proposals a "Certificate of Existing Insurance" attached as Appendix 8 duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Section 8.0 of the Form of Agreement, should they be selected as the successful Proponent.

2.3.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Certificate of Professional Liability Insurance" attached as Appendix E and "Certificate of Insurance" attached as Appendix F, of the Form of Agreement. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

2.4 **WorkSafeBC Requirements**

2.4.1 Proponents should submit with their Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 9.0 of the Form of Agreement.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

2.5 Deviations and Variations

2.5.1 Proponent(s) should detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

2.5.2 Where the Proponent is proposing the use of contract language or clauses other than as set out in the Form of Agreement, including any and all Schedules, such proposed revised language must be outlined in its Proposal and this language may or may not be considered by the City at its sole discretion. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

2.6 Amendments/Addendum/Questions and Answers

Acknowledgment of receipt of the following amendments and questions and answers to the Tender Documents is hereby made:

Addendum/Amendment No.

Questions and Answers No.

The above signed agrees that they thoroughly understand the terms and conditions contained therein.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

3.0 SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO - MANAGEMENT PROPOSAL

The following describes the format and information to be provided by the Proponents in their Management Proposals. The paragraph titles and numbers in the Management Proposals should correspond to the paragraph titles and numbers below.

Proponents should note that the Management Proposal should contain no pricing information whatsoever.

3.1 Company Profile

3.1.1 Provide a description of the proponent's company, purpose and history of successes including number of years in business, major projects, and what is most responsible for the proponent's success to date. Include a company brochure or resume for each member of any consortium as well as each key personnel employed by any named proposed Sub-contractor to the proponent.

3.1.2 Provide the following information:

Proponent's Name: _____
"Proponent"

Mailing Address: _____

Cheque Payable/Remit to
Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST/HST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____

(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Dunn and Bradstreet Number: _____

(or N/A if not applicable)

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

3.2 Key Personnel

- 3.2.1 Identify and provide resumes for the key personnel in the Proponent's proposed team and outline what their roles will be in servicing this Project.
- 3.2.2 Include a list of at least three relevant and successfully completed projects, with references and telephone numbers for each. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.
- 3.2.3 Include an organization chart for the Proponent's proposed Project team, identifying the team leader or project manager, and all roles and areas of responsibility.
- 3.3 Preference will be given to proponent's consulting teams that demonstrate knowledge and experience involving the redevelopment of a significant public park involving multiple stakeholder groups. Proponents must state the knowledge and experience of each proposed team member. For team members with limited or no knowledge and experience, proponents must describe these team members' roles in the Project, and how the rest of the team will support these team members.

3.4 References

- 3.4.1 The Proponent is to describe the Proponent's relevant experience with similar engagements for similar work over the last two years as well as references for same by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

3.5 Sub-Contractors

- 3.5.1 The Sub-contractors shown below are the Sub-contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Form of Agreement.)
- 3.5.2 The City reserves the right to object to any of the Sub-contractors listed in a Proposal. If the City objects to a listed Sub-contractor then the City will permit a Proponent to, within seven calendar days, propose a substitute Subcontractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

to a listed Sub-contractor, the Proponent may, rather than propose a substitute Sub-contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.

- 3.5.3 If no Sub-contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

3.6 **Requirements Overview**

- 3.6.1 Appendix 1 - Scope of Work of this RFP provides the scope for the work to be completed by the successful Proponent:

- (a) Proponents should submit a task by task work plan that will ensure the delivery of the specified services and/or facilities. The work plan should be sufficient enough detail to demonstrate to the City that the Proponent full understands and is committed to delivering to the Requirements of the scope.
- (b) Although it is necessary that the Proponent submit a detailed response to the Requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in Proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all Proposals.

3.7 **Sustainability**

- 3.7.1 The City is committed to preserving the environment. Proponents should provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 3.7.2 The City is interested in helping to promote a community that is sustainable, economically strong, healthy and culturally diverse. The Proponent is to indicate how their organization contributes to the well being of the local community and supports the various initiatives (sustainability, etc) promoted by the City.
- 3.7.3 In accordance with the City's Procurement Policy, Proponents are to demonstrate compliance with the sustainability performance by completing and submitting the Assessment of Vendor Sustainability Leadership Questionnaire - Appendix 9 and demonstrate compliance with the Supplier Code of Conduct by submitting a completed Declaration of Supplier Code of Conduct Compliance Form as provided in Appendix 10.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that	

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

Sustainability Initiative	Description	Details	Response
		are made from recycled materials.	
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	
e. Third Party Eco-labeling	The City aims to purchase, when possible, products that are eco-certified or eco-labeled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labeling requirements. State the type of testing performed and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.	

Project Timeline

- 3.7.4 The Proponent should provide a detailed schedule, in GANTT or PERT format, based on the following milestones. The working schedule should be of sufficient detail to demonstrate the Proponents understanding of the work:

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART C - FORM OF PROPOSAL

No.	Key Date Description	Date
1	Contract Award	Summer 2012
2	Meeting with Stakeholder Groups	Summer/Fall 2012
3	Open House #1 (receiving public input)	Fall 2012
4	Concept Development	Late 2012/Early 2013
5	Open House #2 (presentation of concept)	Spring 2013
6	Open House #3 (as necessary)	Summer 2013
7	Board approval of concept	Summer/ Fall 2013
8	Working Drawings	Late 2013/ Early 2014
9	Tendering Phase	Early 2014
10	Construction	2014-2015
11	Park Opening	2015

The final agreed to schedule should become the Contract Schedule for the successful Proponent.

Prime Contractor Requirements

- 3.8 Proponents should provide an overview to their approach to meet the requirements of Prime Contractor.

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART D - PROPOSAL DECLARATION FORM

[Proponent's Letterhead]

To: [Insert submission location]

Attention: [Insert contact person]

Capitalized terms have the definitions given them in the RFP.

In consideration of the City's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby submits its Proposal in accordance with the following:

I. PROPOSAL

The Proponent acknowledges that:

- (a) this Proposal Declaration Form has been duly authorized and validly executed;
- (b) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents" including, without limitation, the Form of Agreement and any and all Addenda; and
- (c) the City reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Proponent, and by submitting a Proposal, the Proponent agrees that it consents to the conduct of all or any of those investigations by the City.

II. NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION

The Proponent confirms that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or the Proponent's proposed Sub-contractor's organizations (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 any elected official or employee of the City,

such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART D - PROPOSAL DECLARATION FORM

III. NO CONFLICT OF INTEREST IN PROJECT

The Proponent confirms that neither the Proponent nor its proposed Sub-contractors are currently engaged in providing (or are proposing to provide) redevelopment of significant public parks involving multiple stakeholder groups of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (Metro Vancouver), or any member local governments of Metro Vancouver such that entering into the Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's duties of loyalty to these other governmental organizations, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

IV. NO COLLUSION OR FRAUD

The Proponent now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion.]

V. NO LOBBY STATUS

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above.]

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Declaration Form and submits same with the attached Proposal:

Authorized Signatory for the Proponent

Date

Name and Title (please print)

REQUEST FOR PROPOSAL NO. PS20120343
PROFESSIONAL SERVICES FOR HILLCREST AND RILEY PARKS
PART E - FORM OF AGREEMENT

PART E - FORM OF AGREEMENT

This PART E - FORM OF AGREEMENT contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

[See Attached]



PROFESSIONAL SERVICES AGREEMENT

Professional Services for Hillcrest and Riley Parks

THIS AGREEMENT 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:

[CONSULTANT NAME]
[address]

(the "Consultant")

OF THE SECOND PART

(City and Consultant 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 Consultant to perform said services.
- B. The Consultant 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 or exhibits attached hereto, 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 Consultant, 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 Consultant;
- (d) **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant 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 15.0
- (f) **"Contract Documents"** means this Agreement, including all Appendices;
- (g) **"Deliverables"** has the meaning set out in Section 17.0;
- (h) **"HST"** means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
- (i) **"Project Team"** has the meaning set out in subsection 2.2(c);
- (j) **"Proposal"** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto as Appendix B;
- (k) **"RFP"** means Request for Proposal No. PS20120343 Professional Services for Hillcrest and Riley Parks, together with all addenda and questions and answers attached as 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 terms and conditions of the Contract Documents, whether or not attached to this Agreement will be deemed to be incorporated into this Agreement. 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 Proposal; and
- (c) the RFP.

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, to this Agreement taken as a whole (including any and all attached 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 CONSULTANT'S SERVICES TO THE CITY

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

- (a) the services described in the RFP;
- (b) the services which the Consultant agreed 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 the Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or their delegate, and ensuring that the performance of the Services does not adversely impact the design or construction

schedule for the project or the work and/or services provided by the City's other consultants;

- (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 Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

2.4 The Consultant 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 conformance with any and all Applicable Laws.

2.5 The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, its Sub-contractor or their affiliates.

3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant 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 Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS

4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a “Sub-contractor”) for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.

4.2 The Consultant 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 Consultant.

4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant 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 CONSULTANT

5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus HST, as applicable.

5.2 Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates in the Proposal.

5.3 If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees and disbursements to be paid by the City to the Consultant for the Services or portions of the Services will not exceed those amounts. Where additional fees are to be paid by the City to the Consultant for increases in the scope of the Services provided by the Consultant, they will not exceed the amount of said fees mutually agreed upon under Section 6.0. This limit on the fees to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

The fees for the Services are set out in **Schedule 2**. Subject to Section 6.0, the total professional fees payable to the Consultant for the Services (not including HST or disbursements) will not exceed \$**[insert amount]**.

Subject to Section 6.0, the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$[insert amount] (the "Fixed Disbursement Amount").

Notwithstanding anything to the contrary contained in this Agreement, save for Section 6.0, the maximum liability of the City hereunder (the "Maximum Fees and Disbursements") will be \$[insert amount], plus HST, as applicable.

Subject to the Fixed Disbursement Amount, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

- 5.4 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services.

Subject to Section 5.3, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.

- 5.5 The Consultant will, by the 25th of the month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the current month. The City's Project Manager shall review, raise any concerns with the Consultant within ten working days and, after settlement, if necessary, approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to APCentral@vancouver.ca. The invoice must contain:

- (a) Consultant name, address and telephone;
- (b) City purchase order number;
- (c) City's Project Manager;
- (d) invoice number and date; and
- (e) HST registration number.

- 5.6 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant'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 invoices, cause the respective invoices to be paid within 30 days of approval.

- 5.7 The Consultant 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 Consultant and by such other means as will be reasonably necessary or advisable.

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 Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to the Maximum Fees and Disbursements to be paid to the Consultant pursuant to Section 5.3 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 Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant 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 Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice within a further ten days of receipt of the Consultant'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. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in **Schedule 2** of this Agreement.

7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant 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 Consultant, 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 Consultant acknowledges that the Consultant 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 Consultant to perform the Services.
- 7.3 Despite the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns 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 Consultant, 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 Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

- 9.1 The Consultant 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 Consultant 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 Consultant. 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 Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant 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 Consultant 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 Consultant 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 Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the Prime Contractor 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 Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT 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 Consultant.

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 Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the "Consultant's Project Manager").

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant'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 [insert date] (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 Consultant in whole or in part by giving ten days prior written notice to the Consultant. If termination is not for cause, the Consultant 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 Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$1,500.00 (including all taxes).

14.0 ASSIGNMENT

14.1 The Consultant 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 Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant 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 Consultant 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 Consultant's breach of this Agreement or the Consultant's actions;
 - (b) information which was previously in the Consultant's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant 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 restricted use provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant 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 restricted 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 Consultant 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 Consultant acknowledges that in the event of a breach by the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant 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 Consultant and the City. Without limiting the generality of the foregoing, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant.

- 17.4 The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant 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 Consultant 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 Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant'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 Consultant agrees that during the Term the Consultant 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 Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant 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 Consultant 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 Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant'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 Consultant 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 limits 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 Consultant.

20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant'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 Consultant 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 Consultant 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 CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant 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 Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant 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 25.0, except for the performance of obligations to pay money, the time periods for the City and the Consultant 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, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources or insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Consultant's employees or Sub-contractor's employees, or governmental action taken in the enforcement of law specifically against the Consultant 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 thereunder, 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 Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant 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 Consultant 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 Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant 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 Consultant, 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 Consultant and their respective successors and permitted assigns.

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

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

Authorized Signatory

Print Name and Title

[NAME OF CONSULTANT]

Authorized Signatory

Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 Required Types/Amounts

Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than \$1,000,000 per claim, an aggregate of not less than \$2,000,000 and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's Personnel in the performance of the Services; and
- (b) a Commercial General Liability insurance policy with limits of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's Personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and the City's Personnel as additional insured.

A1.2 Required Policy Terms

All required insurance policies will remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and will:

- (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 to such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice,

for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's Personnel.

A1.3 Insurance Certificate

Prior to signing this Agreement, the Consultant will 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-Consultant's Insurance

The Consultant will provide in its agreements with its Sub-Consultants insurance clauses in the

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

A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-Consultants will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-Consultants 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 Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B - PROPOSAL

APPENDIX C - RFP

APPENDIX D - WORKSAFE BC REGISTRATION

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

3. PROFESSIONAL LIABILITY INSURANCE

LIMITS OF LIABILITY:

INSURER: _____ Per occurrence/claim: \$ _____
POLICY NUMBER: _____ Aggregate: \$ _____
POLICY PERIOD: From _____ to _____ Deductible per occurrence/claim: \$ _____
If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____ Dated: _____

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

Aggregate: \$ _____

✓ Cross Liability or Severability of Interest

All Risk Tenants' Legal Liability: \$ _____

✓ Employees as Additional Insureds

✓ Blanket Contractual Liability

✓ Non-Owned Auto Liability

INSURER: _____

Deductible Per Occurrence: \$ _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____ Dated: _____

PART F - APPENDICES
APPENDIX 1 - SCOPE OF WORK

1.0 BACKGROUND

The project site encompasses the joint Hillcrest and Riley Parks, adjacent to Queen Elizabeth Park (See Appendix 6).

At the Board meeting on May 9, 2005, the Vancouver Board of Parks and Recreation approved the Riley, Hillcrest, Nat Bailey Stadium Park Master Plan (dated May 5, 2005) in terms of building massing and siting (See Appendix 2). It shows the main Olympic facilities in the centre of Hillcrest Park, just east of the Millennium Sports building, and north of Nat Bailey Stadium. The plan also indicates the site after the planned demolitions of the Vancouver Curling Club, Riley Community Centre and Percy Norman Pool.

On October 3, 2005 the Board approved the revised Hillcrest, Riley Nat Bailey Parks Master Plan, incorporating a modified parking and access arrangement (See Appendix 3). The revised parking and access plan became part of the Development Permit approval (staff report November 8, 2006) for the construction of the 2 story Recreation Facility that hosted the curling events during the 2010 Winter Olympic/Paralympic Games (See Appendix 4).

An illustrative landscape plan was prepared by the landscape architects, PWL Partnership Landscape Architects, dated February 6, 2006 (See Appendix 5). At Hillcrest Park, the plan shows the Legacy Facility and Aquatic Centre (since named Hillcrest Centre), a sports field where the former Vancouver Curling Club stood, an entry plaza, sports courts and permanent/overflow parking. The plan shows a much greener Riley Park after the demolition of Percy Norman Pool and Riley Community Centre, including community gardens, lawns, sports fields, children's play areas, a farmer's market, and parking at the north end. Of note, is that this plan is illustrative in nature, and reviewed by stakeholders, but was not formally approved by the Board.

Parking and traffic has been an issue since the opening of all the component venues at Hillcrest Centre in 2012, and is expected to become even more of an issue when the Vancouver Canadians begin their home schedule in the summer of 2012.

1.1 Scope of Work

The successful Proponent's work on this project will consist of the full range of project consultant services, including schematic design, design development, contract documents, tendering phase, and construction/contract administration and up to and including warranty reviews. In addition, the successful Proponent will be conducting a significant public engagement process to solicit input from stakeholders and the general public. All work must be in the spirit of Park Board and City strategic directions: Greenest City Action Plan, leader in greening, engaging people, parks and recreation for all, accessibility/inclusiveness, excellence in resource management and sustainability. Presentations using 3D modeling and renderings that are easily understood by the public are encouraged.

The Proponent is required to have as part of their team an experienced and skilled team member or sub consultant who will lead the public engagement component, who will be interacting with divergent stakeholder groups and who is skilled at gaining some degree of consensus from groups with divergent views. Some of the known stakeholders to date include the Park Board, Hillcrest Centre, Riley Park Community Association, Vancouver Canadians baseball, Phoenix Gymnastics, Vancouver Curling Club, Vancouver Public Library (Terry

PART F - APPENDICES
APPENDIX 1 - SCOPE OF WORK

Salman branch), Vancouver Racquets Club, Little Mountain Baseball, Pacific Indoor Bowls Club, Westside Soccer, Vancouver Field Sports Federation, Kensington, Little Mountain Soccer, Your Local Farmers Market Society, The Hillcrest Park User Group Stakeholders (HUGS), Friends of Riley Park, park users and local residents.

The Proponent will need to revisit the Feb. 6, 2006 Illustrative Landscape Plan as well as the Revised Parking and Access Plan, Sept. 28, 2005 (Board Meeting, October 2005) with stakeholders and to present a revised landscape and parking demand management plan that best meets the needs of the different stakeholders, is realistic and shows phasing to suit the available budget.

An important part of the RFP is the need for having a transportation sub-consultant or team member on the team to develop a Transportation Demand Management Strategy for the site, and to develop recommendations to relieve the traffic and parking congestion that is currently experienced. As a starting point, the Proponent will refer to the Hillcrest Community Centre Parking and Traffic Study, Bunt & Associates, 2011 (See Appendix 7), completed before the entire Hillcrest Centre was in operation. The Proponent must consider pay parking as a method to manage demand, and to provide strategies for implementing pay parking that will minimize any negative impacts on the adjacent neighbourhood, Nat Bailey Stadium and users of the Hillcrest/Riley Parks and facilities. The Proponent must determine the best allocation of parking at the Riley Park and the former Vancouver Curling Club site, and recommendations for better utilization of the Nat Bailey overflow parking. This strategy must consider multi-modal transportation, sustainability, creative traffic/parking solutions, as well as meeting the terms of the Rezoning and Development Permit.

For the public engagement phase, the Proponent should budget for 6 meetings with stakeholder groups, 3 Open Houses with the general public at Hillcrest Centre, and 3 site based Open Houses during special events (for example, the Farmer's Market, Nat Bailey). The Park Board is looking for proposals with strengths in the area of public engagement and creative solutions to complex situations. In Part C- Form of Proposal, in section 2.2 Pricing, the Proponent should indicate the charges for any additional meetings with stakeholder groups and any additional Open Houses.

The Proponent should also budget for monthly meetings with a staff steering committee (parks planning, recreation, arts and culture and operations).

1.2 Budget

The anticipated construction budget in the current capital plan is approximately \$2M - \$3M. A budget for parking and traffic improvements should be developed and presented as a separate line item in Part C - Form of Proposal, in section 2.2 Pricing.



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

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
✓ Personal Injury	POLICY NUMBER _____
✓ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
✓ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
✓ Cross Liability or Severability of Interest	Per Occurrence \$ _____
✓ Employees as Additional Insureds	Aggregate \$ _____
✓ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
✓ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated _____

City of Vancouver**Assessment of Vendor Sustainability Leadership Questionnaire (for Service Providers)**

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity**1. Tell us how your company works to promote workplace health and safety.**

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2. Tell us how you ensure fair wages and employee benefits.

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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City of Vancouver**Assessment of Vendor Sustainability Leadership Questionnaire (for Service Providers)**

b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 2: Environmental Management & Stewardship**4. Tell us what policies and programs your company has in place to manage its environmental impact.**

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification system: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and	<input type="checkbox"/> Yes	<input type="checkbox"/> No

City of Vancouver**Assessment of Vendor Sustainability Leadership Questionnaire (for Service Providers)**

printer cartridges

d) We have other recycling programs in our operations

☐ Yes☐ No

Please specify additional materials recycled: _____

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances

☐ Yes☐ No

b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations

☐ Yes☐ No

c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party

☐ Yes☐ No**Section 3: Back-up Documentation to Verify Responses**

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> • A copy of policies • Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> • Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> • A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> • A copy of policies • Proof of environmental management system certification • A copy of public report
	Question 5	<ul style="list-style-type: none"> • A copy of public report • A copy of reduction targets and related results • A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> • Total tonnes of solid waste generated • A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> • A copy of policy or strategy • A copy of reduction targets and related results • A copy of third party audit/verification

City of Vancouver

Declaration of Supplier Code of Conduct Compliance

Purpose: All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorised signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorised signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC, Title of ILO convention/national law or other	Date of violation /conviction	Description of violation /conviction	Regulatory/ adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in disqualification of <insert proponent/vendor name>'s submission/quotation."

Corporate Name of Applicant

Name and Title of Authorised Signatory

Signature

Date