



**REQUEST FOR APPLICATIONS - RFA NO. PS07072**

**THE PREQUALIFICATION OF EMPLOYMENT FIRMS**

NOTES: ALL ENQUIRIES CONCERNING THIS REQUEST FOR PREQUALIFICATION OF  
SHOULD BE SENT BY EMAIL: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

APPLICATIONS MUST BE RECEIVED BY:

Purchasing Services  
2<sup>nd</sup> Floor, City Hall  
453 West 12<sup>th</sup> Avenue  
Vancouver, B.C. V5Y 1V4  
**Attention: Karen Wong**

ON MONDAY, JUNE 4, 2007 AT 12:00 NOON

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**BACKGROUND AND SCOPE**

**Access Vancouver and the 311 Contact Centre**

The City of Vancouver ("the City") Access Vancouver initiative represents a very significant step in improving service and making information and services more accessible to all of Vancouver's diverse citizens. The City views Access Vancouver as an opportunity for Vancouver to transform how Citizens obtain services from the City. Access Vancouver is about Citizen service and the 311 Contact Centre is the cornerstone of the initiative.

A technical team of Information Technology (IT) specialists will be responsible for the implementation of 311 operations software and telephony hardware.

**Information Technology**

The IT Department at the City of Vancouver provides corporate information systems, technology infrastructure, web development, application services and Help Desk services for citywide assistance. The IT Department consists of several sub-departments including Applications Development, Infrastructure & Messaging Services, Project Management Office and Customer Relationships.

**Positions**

Following is a list of positions that the City may be recruiting for:

- Senior Project Manager
- Project Manager
- Change Management Team Lead
- Change Management Specialist
- Systems Analyst II
- Systems Analyst/Database Administrator
- VOIP Business Manager
- Business Consultant
- Technical Specialist
- Network Specialist
- Programmer Analyst
- Applications Systems Specialist
- SAP Business Analyst

In order to better position Access Vancouver and IT to recruit for technology related positions, the City wishes to develop relationships with employment firms to assist us, on an as-needed basis, with our recruitment needs. Specifically, the City wishes to set up agreed-to terms and conditions with recruitment firms whereby these firms will provide the City with candidate resumes only, upon request. To this end, the City invites you to submit an application for pre-qualification. It is the City's intent to prequalify multiple employment firms meeting the qualifications set out herein.

**PREQUALIFICATION PROCESS**

To apply carefully review, complete, sign and deliver the attached Application Form, along with the required supporting documents.

Applicant(s) meeting the qualifications set out herein may be called upon as and when required basis to perform the scope of services, however this does not guarantee annual business.

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To obtain information regarding the status of your Application Form or to arrange an appointment to review your Application Form, please call the Purchasing Services office at (604) 873-7259.



*APPLICATION FOR PREQUALIFICATION*

**APPLICATION FORM**

Legal Name of Consulting Firm:	_____	_____
Address:	_____	Billing Representative: _____
Postal Code:	_____	
Telephone:	_____	Fax: _____
Representative/Contact:	_____	GST Number _____
Email:	_____	
Incorporation Date:	_____	
Place of Incorporation:	_____	Incorporation Number: _____
Area of Expertise:	_____	

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**1.0 Documents Which Must Be Attached To This Application Form**

Applicant now confirms that the Applicant has attached the following documents to this application form and provides reasons for any deviations:

Description	Confirmation	Reasons for Deviations
Current City of Vancouver Business Licence	<input type="checkbox"/>	
Article of Incorporation	<input type="checkbox"/>	
Schedule of Rates	<input type="checkbox"/>	
List of Subcontractors	<input type="checkbox"/>	
WorkSafeBC Proof of Coverage	<input type="checkbox"/>	
<p>Proof of Commercial General Liability with minimum limits of two million (\$2,000,000) per occurrence/aggregate</p> <p>A description of the Proponent's existing insurance coverages carried for its normal conduct of business (preferably evidenced by insurance certificate(s)), and that of its Sub-Contractors (if applicable).</p> <p>*Refer to Section 5 for other required insurance provisions</p>	<input type="checkbox"/>	

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**2.0 COMPANY PROFILE**

Please provide details and describe the following areas:

**2.1 Business process**

Describe your firm's screening process, applicant intake and the success you have had to date with filling positions. Statistical information would be beneficial in demonstrating the number and name of positions that have been filled and the names as well as the type of organization they have been successfully matched to.

**2.2 Client List**

Provide a current client list.

**2.3 Quality Control**

Describe your firm's business model in the context of quality control. What processes or guarantees are in place to ensure that the quality of applicants meet the clients' expectations?

**3.0 SCHEDULE OF FEES**

3.1 Please provide information on your firm's fee structure and addressing the following as a minimum:

- a) Minimum fees, please describe (i.e. annual fees, administration fees, management fees):
- b) Fees based on volume hires (ie. Sliding scale fees based on X number of hires per year)
- c) Transaction fees, please describe (i.e. percentage charged per successful candidate)
- d) Guarantees, please describe any guarantees if any with regards to staff hired via your firm.

**4.0 INVOICING AND PAYMENT**

4.1 Payments are net 30 days upon receiving the invoice. Invoices shall indicate labour from materials on separate items and where applicable, GST and PST will be applied. Receipts for parts shall be submitted with invoices.

Invoices shall be sent to:

City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Attn: Christina Nikiforuk, Human Resources

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**5.0 INSURANCE**

The following insurance coverage's are minimum insurance required by the City of Vancouver. It is the responsibility of the Contractor to obtain any additional insurance required by law or which the Contractor considers necessary.

- 5.1 The Contractor covenants to obtain at its own expense before commencing work on the Services under this Agreement.
- a) A comprehensive General Liability insurance policy with limits of not less than Two Million (\$2,000,000) dollars per occurrence, and a deductible of not more than Two Thousand Five Hundred (\$2,500) dollars, protecting the Contractor against all claims for personal injury, death, bodily injury or property damage arising out of the operation of the Contractor or the actions of the Contractor, its employees, agents or subcontractors. The policy shall contain a cross liability clause in favour of the City of Vancouver and shall name the City, its officials, employees and agents as additional insured.
- 5.2 All foregoing insurance policies shall remain in full force and effect at all times during the term of this Agreement and for a period of not less than two (2) years following the completion of the Services and shall:
- (a) be obtained and issued by insurance companies authorized to carry on business in the Province of British Columbia, on terms satisfactory to the City's Director of Risk Management;
- (b) be primary insurance as it respects the City and any insurance or self-insurance maintained by the City shall be in excess of this insurance and shall not contribute to it;
- (c) contain a provision that coverage's afforded will not be suspended, voided, reduced or materially altered or changed without the insurance company(s) giving at least thirty (30) days' prior written notice by registered mail to the City;
- (d) contain a clause that waives the insurer's right of subrogation against the City or its officers, employees, servants or agents.
- 5.3 Prior to commencement of the Agreement, the Contractor shall provide evidence of all required insurance to be taken out in the form of a detailed certificate of insurance and the insurance certificate shall not contain any disclaimer whatsoever. If required by the City, the Contractor shall provide certified copies of the policies signed by the insurers.
- 5.4 If the Contractor hires a contractor to perform any work related to the Services, the Contractor shall cause such contractor to obtain Comprehensive General Liability Insurance to cover bodily injury including death and property damage and loss arising from the actions of the contractor, its employees, agents or subcontractors, with a minimum limit of not less than Two Million (\$2,000,000) Dollars per occurrence and a deductible of not more than Two Thousand Five Hundred (\$2,500) Dollars. Such liability insurance shall include coverage of operations required for the contractor's work under this Agreement, including but not limited to excavation and blasting.

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**6.0 CONTRACTORS AS LEGAL ENTITY**

6.1 The Contractor must be deemed an existing legal entity as registered under the British Columbia registrar of Companies. Please provide a Business Number or an article of incorporation. For more information, please visit:  
<http://www.fin.gov.bc.ca/registries/corppg/default.htm>

**7.0 CITY OF VANCOUVER BUSINESS LICENSE**

7.1 The Contractor must have a valid City of Vancouver Business License. To obtain more information or acquire a license, please visit:  
<http://vancouver.ca/businesslicenses/onlinerenewal.htm>

**8.0 WORKER'S COMPENSATION BOARD COVERAGE**

8.1 The Contractor agrees that it shall procure and carry and pay for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract have been paid in full.

8.2 The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall 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 Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

**9.0 REFERENCES**

*[In the tables following, employment firms shall list their company's experience working on any other municipal or large area accounts of similar projects.]*

Organization:	
Contact name and position:	
Position title filled by firm:	
Date position filled by firm:	
Name and Telephone Number of Reference:	



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Organization:	
Contact name and position:	
Position title filled by firm:	
Date position filled by firm:	
Name and Telephone Number of Reference:	

Organization:	
Contact name and position:	
Position title filled by firm:	
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APPENDIX A

LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATIONS AND REGISTRATION ON  
APPROVED LIST

1.0 DEFINITIONS

In this Request for Applications, the following terms have the following meanings:

- (a) "Applicant" means the business entity signing and delivering this Application Form and "applicant" means any other applicant responding to this Request for Applications.
- (b) "Application Form" means this application form and all of its attachments as submitted by the Applicant in response to this RFA, and in the appropriate contexts, includes Application Forms submitted by other applicants.
- (c) "Approved List" means the register(s) kept by the City for determining the status of Applicants who have responded to this RFA and who have responded from time to time to requests by the City.
- (d) "Losses" means, in respect of any matter, all
  - (i) direct and indirect, as well as
  - (ii) consequentiallosses, 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).
- (e) "Request for Applications" or "RFA" means this request for applications and the application, evaluation, approval, rejection and all other aspects of the application, registration and termination of registration contemplated by this request for applications, including without limitation and by way of example only, the placing of the Applicant on the Approved List, the position on the Approved List which the City places the Applicant from time to time, and the removal of the Applicant from the Approved List by the City for any reason, including without limitation breaches of the terms and conditions set out in this RFA.
- (f) "Service" means the services provided on any given day by an Applicant then registered on the Approved List in response to the City's request for service.
- (g) "WorkSafe BC" means the Workers' Compensation Board of British Columbia and includes "WorkSafeBC" and any successor or companion organizations.
- (h) "PST" means the provincial sales tax administered under the *Social Services Tax Act of British Columbia* and any successor tax or levy in force from time to time;
- (i) "GST" means the goods and services tax administered under the *Excise Tax Act of Canada* and any successor tax or levy in force from time to time;

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**2.0 NO LEGAL OBLIGATION ASSUMED BY CITY**

Despite any other term of this RFA, the City has no legal duty or obligation to the Applicant in respect of this RFA, unless and until the City requests Service from the Applicant on any given day and the Applicant elects to provide their Service.

**3.0 EVALUATION OF APPLICATION FORMS/ADMINISTRATION OF APPROVED LIST**

**3.1 Approved List Policy - Subject to Change**

Without any way limiting the scope of the legal terms and conditions set out in this RFA, this Section 3.0 sets out the City's procedures with respect to making requests from employment firms and registering Applicants on the Approved List. However, these procedures are set out for convenience of reference only, are not legally binding on the City, do not form or give rise to legal rights or obligations on the part of the City or the Applicant, and may be unilaterally changed with or without notice by the City at any time and from time to time in the sole discretion of the City in order to meet any changes in the City's operational needs or to respond to market or other changes affecting the supply and demand for the Service.

**3.2 Requests for Further Information**

At any time and from time to time, the City may request that the Applicant provide an updated statutory declaration, corporate records, and any other relevant documentation to evidence the Applicant's compliance with the City's then policies.

**3.3 Requests for Consent to Change**

In the event that the Applicant is contemplating any change which might result in removal of the Applicant from the Approved List and the Applicant wishes to remain on the Approved List, the Contractor may submit a request to revise its Application Form to Human Resources, who will then evaluate the request and may either reject the request, accept the request or accept the request subject to the Applicant satisfying certain conditions.

**3.4 Submitting Complaints to the City**

In the event that any Applicant has any complaint regarding the City's administration of the Approved List or this RFA, the Applicant should fully describe in writing all relevant facts, conversations and events giving rise to the complaint and submit same to the Manager, Materials Management.

**3.5 This Section 3.0 - General Guidance Only - Not Part of Legal Terms and Conditions**

As set out in Section 3.1 above, no part of this Section 3.0 will create any legal rights or obligations and the whole of this Section 3.0 is completely subject to and governed entirely by the other terms and conditions of this Appendix A.

**4.0 LEGAL TERMS AND CONDITIONS OF APPLICATION PROCESS**

**4.1 Compliance/Non-Compliance**

Any Application Form which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or

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expectations of this RFA or, which otherwise fails to conform to this RFA may or may not be rejected by the City at the City's sole discretion. Accordingly, the City may at its own discretion waive any non-compliance with the RFA, or any of its requirements or expectations including the timing of delivery or any other aspect of the RFA and may at its own discretion elect to retain for consideration Application Forms which are non-conforming, which do not contain the content or form required by the RFA or because they have not complied with the process for submission set out in this RFA.

**4.2 Late Application Forms (if applicable)**

Application Forms received after the Closing Time or in locations other than the address indicated, may or may not be considered or reviewed by the City and may or may not be returned unopened.

**4.3 Reservation of Complete Control Over Process**

The City reserves the right to retain complete control over the RFA process at all times. Accordingly, the Applicant's Application Form or any other Application Form from any other applicant need not necessarily be reviewed or considered or evaluated and need not necessarily be reviewed, considered or evaluated in accordance with the policies and procedures set out in this RFA and the City reserves the right to

- (a) continue, interrupt, cease or modify its review, evaluation, negotiation, ranking and registration process on the Approved List and any or all Application Forms,
- (b) modify the City's policies and procedures regarding the Approved List, cancel the use of the Approved List entirely and adopt a different out-sourcing or own forces approach to obtaining the Service, at any time without further explanation or notification to any of the applicants subject only and always to the express legal terms and conditions set out in Sections 4.0 through 12.0 of this Appendix A.

**5.0 DISCUSSIONS/NEGOTIATIONS**

- 5.1 The City may at any time prior to requesting Service from any Applicant, discuss/negotiate changes to the scope of the RFA, modify the terms of the Services, or any of the terms or conditions of this with any one or more of the applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application Form as a result of discussions or negotiations with other applicants or changes to this RFA and, without limiting the general scope of Sections 2.0 and 6.0 through 9.0 of this Appendix A, and by way of example only, the City will have no liability to any Applicant as a result of such discussions, negotiations or changes.

**6.0 LEGAL RIGHTS AND OBLIGATIONS ARISING FROM RFA RESTRICTED IN SCOPE**

**6.1 No Duty**

The City has no legally enforceable duty or obligation to the Applicant except in the circumstances and except to the restricted extent set out in Section 2.0 of this Appendix A.

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**6.2 Applicant's Risk**

The Applicant acknowledges that the City is a public body required by law to act in the public interest to fulfil the operational requirements for the efficient management of the City's municipal infrastructure. Accordingly, in no event does the City owe to the Applicant (as opposed to the public)

- (a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process, or
- (b) any contract or tort law duty to preserve the integrity of the RFA process, and the Applicant now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in this RFA on this basis.

**6.3 Applicant's Cost**

The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing this Application Form and participating in this RFA process.

**7.0 ETHICAL CONDUCT OF CONTRACTOR**

- 7.1 If any director, officer, employee, agent or other representative of a Contractor makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect to the Request for Application, whether before or after the submission of the Request for Application, the City may terminate the Services of the Contractor at any time upon written notice.

**8.0 RELEASE**

- 8.1 The Applicant now releases the City from all liability for any and all Losses in respect of:
- (a) any alleged or actual breach by the City of this RFA (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under this RFA which it could breach (other than wholly unanticipated obligations or duties which are then subsequently alleged or imposed),
  - (b) any unintentional tort of the City occurring in the course of conducting this RFA,
  - (c) the Applicant preparing and submitting the Application Form,
  - (d) The City accepting or rejecting the Application Form or any other submission, placing or failing to place an Applicant on the Approved List, placing or failing to place an Applicant on a certain position on the Approved List, removing or failing to remove an Applicant from the Approved List,
  - (e) the manner in which the City
    - (i) reviews, considers, evaluates or negotiates any Application Form,
    - (ii) deals with or fails to deal with any applicant or Application Form,

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- (iii) decides to place, position or remove or not place, position or remove an applicant on or from the Approved List,
- (iv) administers the Application Forms, Approved List and Applicant(s) in respect to the Approved List, or
- (v) decides to cancel the use of the Approved List and adopt an alternative form of obtaining the employment firm services, whether by public tender, request for proposal, use of City employees, or otherwise, or
- (vi) the Applicant(s), if any, whom the City places, positions, removes or fails to place, position or remove on or from the Approved List.

**9.0 INDEMNITY**

- 9.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 9.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 9.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.
- 9.4 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

**10.0 DISPUTE RESOLUTION**

**10.1 British Columbia Law Governs**

The laws of British Columbia will apply to this RFA.

**10.2 Entire Agreement**

The provisions of this RFA constitute the entire agreement between the parties with respect to all matters arising from or relating to this RFA and the Approved List. No amendments to the legally binding portions of this RFA will be binding on the City or the Applicant unless the same are agreed to in writing by both the City and the Applicant.

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**11.0 RFA IS CITY PROPERTY/APPLICATION FORM BECOMES CITY PROPERTY**

11.1 This RFA is proprietary to the City and copyright and all related intellectual property rights in and to this RFA are and will remain vested in the City at all times. Any and all documentation submitted by the Applicant in response to this RFA, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application Form or any supporting documentation to the Applicant.

**12.0 NO PROMOTION OF RELATIONSHIP**

12.1 The 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 as may be necessary for the Proponent to perform the Proponent's obligations under the terms of the Contract, if any). The Proponent undertakes not to use "VANOC", "Vancouver 2010", "City of Vancouver", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Proponent undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Proponent and the "City of Vancouver", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", IOC, the Olympics or the Olympic Movement.

**13.0 APPLICANT'S SIGNATURE AND LEGAL AGREEMENT**

13.1 Applicant submits this Application Form and agrees to be legally bound by the terms and conditions of this Request for Application. If this Application Form is approved by the City the Applicant will be placed on the Prequalified List, and for so long as the Applicant remains on the Prequalified List, the Applicant may be asked to provide Service and if the Applicant agrees at any time or from time to time to provide Service, the Applicant now agrees to be legally bound to comply with the terms of such contract as though one such contract was separately signed for each and every project to which the Applicant responds to a request to provide Service.

The Applicant acknowledges that this is a legally binding document and that the City has advised the Applicant to obtain legal advice prior to signing this document.

\_\_\_\_\_  
Legal Name of Applicant

\_\_\_\_\_  
Authorized Signature of Applicant

Date: \_\_\_\_\_