



**REQUEST FOR APPLICATIONS - RFA PS10347
PRE-QUALIFICATIONS FOR SUPPLIERS TO PROVIDE COMMUNICATION
SERVICES FOR THE CORPORATE COMMUNICATIONS DIVISION**

Request for Applications are to be addressed and delivered to the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday January 11, 2011.

NOTES:

1. Request for Applications are to be in sealed envelopes or packages marked with the Bidder's Name, the RFA Title and Number.
2. 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.
3. The City's Purchasing Services office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver time and closed Saturdays, Sundays and holidays.
4. DO NOT SUBMIT BY FAX.

All queries related to this RFA shall be submitted
in writing to the attention of:

Philip Lai
Buyer

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

1.0 SCOPE

1.1 The City of Vancouver (“City”) is requesting applications from qualified Applicants with the ability to meet the requirements set out below to be registered on the Pre-Qualified List for providing communication services to support the Corporate Communications division at the City.

The Consultant will be required to provide services that will cover one or more of the following areas, including but not limited to:

- a) Public Consultation, Public Engagement, Facilitation
 - Provide the design and execution of leading-edge public consultation and engagement programming for City projects
 - Using industry best practices including: research and develop strategic and tactical plans, develop key messaging and some collateral materials
 - Deliver consultation and engagement programs including community event organization and facilitation and reporting services
- b) Writing, Editing, Proofreading
 - Provide writing, editing and proofreading services for a wide variety of City projects and programs including print and on-line content
- c) Creative Agencies
 - Conduct appropriate research, provide the creative content and look development and services for City initiatives and campaigns including program/project-specific look and branding, advertising and/or PR campaigns, web content, print collateral, etc.
- d) Graphic Design
 - Provide creative graphic design services for City projects including print and on-line content
- e) Research, Surveys, Focus Groups
 - Provide professional public opinion and attitude research, surveys and focus groups for the City
- f) Special Event Planning and Execution
 - Provide large and small special public event planning services and execution for City-led programs and projects
- g) Audio-Visual Service
 - Provide on-call audio visual equipment and technicians such as microphones, speakers, audio mix boards, TV and larger screen projection systems etc, and staff and services for City-led special events
- h) Signage and Displays

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

- Provide the production and delivery of creative services and collateral production for City signage and displays such as vinyl banners, zap banners and event signage
- Provide development and production of trade show and public meeting displays
- i) Video Production
 - Provide on-call professional shooting, editing and delivery of video for city projects and programs to be used for web, desktop, broadcast and projected delivery systems
 - Must be able to provide multiple cameras, appropriate lighting and professional sound quality
 - Quick turnaround essential
- j) Photography
 - Provide on-call professional photographic shooting and editing services for City projects and programs, including news style, event-based and formal settings
 - Quick turnaround essential
- k) Printing Services
 - Provide printing services for City-led program collateral materials such as brochures, fact sheets, posters, booklets etc.

2.0 PRE-QUALIFICATION PROCESS

- 2.1 Interested parties should apply to be registered by carefully reviewing, completing and then signing and delivering the attached Application Form, along with the required supporting documents.
- 2.2 Applicants meeting the qualifications set out herein may be called upon as, if and when required basis to perform the scope of services, however, this does not guarantee annual business.
- 2.3 Applicants' qualifications will be evaluated by the City's representatives based on the Applicant's qualifications, experience, availability, references, and samples of previous work. Pricing will be considered in the evaluation process, as well as quality and Applicant experience.
- 2.4 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) 873-7261.

REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIER(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION



Purchasing Services Office
3rd Floor, Suite #320, East Tower
555 West 12th Avenue
Vancouver, BC, V5Z 3X7
Tel: (604) 873-7263
Fax: (604) 873-7057

APPLICATION FOR PRE-QUALIFICATION

APPLICATION FORM

Legal Name of Firm:

Address:

Postal Code:

Telephone:

Fax:

Email:

GST Number:

Key Contact Person:

Billing Representative:

Principal Consultant:

Incorporation Date:

Incorporation Number:

Place of Incorporation:

Dunn & Bradstreet Number:

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

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	Reference	Confirmation	Reasons for Deviations
Valid City of Vancouver Business License	Section 8	<input type="checkbox"/>	
Article of Incorporation	Section 9	<input type="checkbox"/>	
WorkSafeBC Proof of Coverage	Section 14	<input type="checkbox"/>	
Applicant's Experience: List of Key Personnel associated with the Project, along with resumes of qualifications and experience	Schedule A	<input type="checkbox"/>	
List of Subcontractors	Schedule B	<input type="checkbox"/>	
Area of Expertise	Schedule C		
Schedule of Rates	Schedule D	<input type="checkbox"/>	
Certificate of Existing Insurance	Appendix A	<input type="checkbox"/>	
General Certificate of Insurance	Appendix B		

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

2.0 APPLICANT'S SIGNATURE AND LEGAL AGREEMENT

2.1 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 Pre-Qualified List, and for so long as the Applicant remains on the Pre-Qualified List and has employed the listed qualified persons, 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: _____

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

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 and in each case offering to become a consultant (“Consultant”) pursuant to Schedule D - Request For Service.
- 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) “City” means the City of Vancouver;
- d) “Consultant” means the Applicant’s acceptance of a request for services in the form of a Request For Service as indicated in Section 5.1 and attached as Schedule D
- e) “Corporate Communications Contract” means each separate and individual agreement formed for each project for which the City requests Service from an Applicant and the Applicant elects to provide Service on the terms and conditions set out in Section 5.
- f) “Losses” means, in respect of any matter, all
 1. direct and indirect, as well as
 2. 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).
- g) “Pre-Qualified 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 for Service pursuant to the Services Contract.
- h) “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 Pre-Qualified List, the position on the Pre-Qualified List which the City places the Applicant from time to time, and the removal of the Applicant from the Pre-Qualified List by the City for any reason, including without limitation breaches of the terms and conditions set out in this RFA.
- i) “Service” means the services provided by an Applicant then registered on the Pre-Qualified List in response to the City’s Request For Service pursuant to the Services Contract.

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

1.0 NO LEGAL OBLIGATION ASSUMED BY CITY

- 1.1 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 for any given project and the Applicant elects to provide Service (and then only those duties and obligations which are expressed in the Corporate Communications Contract and only for the contract formed in respect of the Services provided for that project).

2.0 EVALUATION OF APPLICATION FORMS/ADMINISTRATION OF PRE-QUALIFIED LIST

2.1 Pre-Qualified 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 current policies and procedures with respect to making requests for Corporate Communications and registering Applicants on the Pre-Qualified List. However, these policies and 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.

2.2 Maintain Insurance Requirement

It is the responsibility of the Consultant to submit valid insurance requirements. In the event, the Consultant's insurance expires; the firm will be removed from the Pre-Qualification List.

2.3 Applicants Rated by Performance

The City representative or designate will rate Applicants on a standard form which will include factors relevant to the City's operational needs. By way of example only, Applicants who are regularly unavailable, when called, might be removed from or have their rating lowered on the Pre-Qualified List particularly where there is a sufficient supply of other Applicants who are then responding when called.

2.4 Common Causes of Removal from Pre-Qualified List

The City representative will remove from the Pre-Qualified List any Applicant where:

- a) the City representative has probable reason to believe the Applicant or its staff have engaged in bribery, possession of alcohol or narcotics within any vehicle being used to provide the Service, abusive aggressive or intimidating language or behavior, or any other activity which could put the staff, reputation, or integrity of the City at risk; and
- b) the Applicant breaches any of the Applicant's obligations as Consultant under any Corporate Communications Contract(s).

2.5 Requests for Further Information

REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION

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

2.6 Submitting Complaints to the City

In the event that any Applicant has any complaint regarding the City's administration of the Pre-Qualified 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.

2.7 Re-Registration Following Removal from Pre-Qualified List

Applicants removed from any sub-list or master copy of the Pre-Qualified List are free to apply again in response to any future Request for Applications issued by the City, but the City reserves all rights of refusal.

3.0 LEGAL TERMS AND CONDITIONS OF APPLICATION PROCESS

3.1 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 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.

3.2 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 Pre-Qualified List and any or all Application Forms,
- (b) modify the City's policies and procedures regarding the Pre-Qualified List, cancel the use of the Pre-Qualified 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 this Application Form.

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

4.0 DISCUSSIONS AND NEGOTIATIONS

- 4.1 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 Corporate Communications Contract, or any of the terms or conditions of this RFA or the Corporate Communications Contract 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 or the Corporate Communications Contract as a result of discussions or negotiations with other applicants or changes to this RFA or the Corporate Communications Contract, and, without limiting the general scope of Clauses 1.0, 5.0 and 6.0 of this RFA, and by way of example only, the City will have no liability to any Applicant as a result of such discussions, negotiations or changes.

5.0 PROJECT SPECIFIC/UNIT PRICE CONTRACT

5.1 Separate Contract for Each Project

Despite any other term of this Contract, the City and the Consultant have no contractual or legal relationship with each other of any kind and have no legal obligations to each other except only to comply with this Contract if and when the City requests the Corporate Communications Contract Services and only then if the Consultant accepts such request by signing and delivering the Request For Service and then only for Projects the Consultant accepts the project within the stipulated time specified in the Request For Service.

5.2 Consultant's Duty to Operate as Independent Consultant

The City and Consultant now confirm and agree that the Consultant is an independent Consultant and is not obligated at any time to respond to a request by the City for Corporate Communications Services pursuant to this Applicant and agrees to regularly contract at its sole discretion with other third parties and take all such steps and actions as may be necessary or prudent to maintain the Consultant's status as neither an employee nor a dependent Consultant of the City.

5.3 Project Specific/Contract

All Service provided by the Consultant under this Contract is on a Project specific basis, as set out in each request to provide service.

6.0 RATE OF SERVICE

- 6.1 Using the attached form Schedule D, provide the pricing for each service item.
- 6.2 Prices quoted are to be exclusive of HST or any applicable taxes, except where expressly requested.
- 6.3 Pricing shall be held firm for a one (1) year period following Request for Application, unless otherwise expressly agreed to by the City.

REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION

- 6.4 Prices are to be quoted F.O.B. Destination to the Delivery Site(s), including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 6.5 Prices are to be quoted in Canadian currency.

7.0 INDEMNITY

- 7.1 The Applicant 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 Consultant, its employees, officers, volunteers, servants, subcontractors, or agents or persons for whom the Consultant has assumed responsibility in the performance or purported performance of the Requirements.
- 7.2 The Consultant 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.
- 7.3 The Consultant 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.
- 7.4 The Consultant 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 Consultant in the execution of the Contract and in subsequent use and/or operation by the City.

8.0 GENERAL LEGAL TERMS AND CONDITIONS

8.1 *All Consultants must:*

- a) Have a valid City of Vancouver Business License at all times.
The Consultant must provide proof for a valid City of Vancouver Business License. To obtain more information or acquire a license, please visit: <http://vancouver.ca/businesslicenses/onlinerenewal.htm>
- b) The Consultant is an independent consultant and is not an agent or employee of the City. The Consultant is completely and solely responsible for all acts and omissions of the employees, operators, agents and subcontractors of the Consultant and under no circumstance will any Contract be formed between the City and any such employee, operator, agent or subcontractor of the Consultant. The Consultant will ensure as a condition of any sub-contract or employment contract with its workers that such workers will comply with the contractual obligations of the Consultant under this Contract.

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

- c) No compensation or reimbursement of expenses will be payable to the Consultant's workers by the City. Any amount owing to the Consultant's workers will be paid by the Consultant and not by the City directly.
- d) Where the Consultant consists of more than one legal entity, (eg. partnership), the requirements, terms and conditions of this Contract apply to and legally bind each legal entity both jointly and individually.
- e) The Consultant confirms that this is a legally binding document and that the City has advised the Consultant to obtain legal advice prior to performing the Work under this Contract.
- f) The Consultant must comply with the City's Sexual Harassment Policy (Consultant should request a copy of same at the time of submitting their Application Form) at all times and in a manner satisfactory to the Superintendent.
- g) The Consultant must fully comply at all times with the City's zero tolerance policy for drugs and alcohol. The Consultant is prohibited from consuming any narcotics or alcohol at any time prior to or during the provision of the Service.

9.0 CONSULTANT AS A LEGAL ENTITY

- 9.1 The Consultant 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>

10.0 CONSULTANT'S EXPERIENCE

- 10.1 The Applicants will submit with the application, the Schedule A - Experiences and References, the name of the proposed key personnel and subcontractors and attach his/her resume of experience. In the table, list their relevant experience with similar engagements for similar work over the last two (2) years as well as references for same. If Applicant had been contracted to do City Work the Applicant may use that reference.
- 10.2 In addition, the Applicants shall submit two samples of their work.

11.0 LIST OF SUBCONTRACTORS

- 11.1 Subject to the terms of the Contract Documents the Consultant will use only the Subcontractors listed in Schedule B, for Work pursuant to any request to provide such service.

The employment of Subcontractors other than those listed will not be permitted without the prior written approval of the City. The City may request information indicating how the Subcontractors listed qualify in experience and background.

12.0 REQUIREMENTS

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

- 12.1 The Applicant shall provide the following requirements:
- a) Provide WorkSafeBC registration number and letter confirming the Applicant is registered in good standing with WorkSafeBC;
 - b) Certificate of Existing Insurance (attached as Appendix A); and
 - c) Valid City of Vancouver Business License.

13.0 PRE-QUALIFICATION LIST

- 13.1 It is the responsibility of the Consultant to submit valid insurance requirements. In the event, the Consultant's insurance expires; the firm will be removed from the Pre-Qualification List.
- 13.2 Applicants selected to be placed on the Pre-Qualification will be required to sign a Professional Service Agreement (see sample attached as Appendix C).
- 13.3 The Pre-Qualification list does not guarantee annual business.

14.0 WORKSAFEBC COVERAGE

- 14.1 The Consultant agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid 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 Contract. 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 shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 14.2 The Consultant shall provide the City with the Consultant's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Consultant is 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 contract. The Consultant 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 WorkSafeBC 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 WorkSafeBC, including penalties levied by the WorkSafeBC.

15.0 INSURANCE REQUIREMENTS

- 15.1 Applicants shall submit with their application a Certificate of Existing Insurance (see Appendix A) 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

REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION

- extent) they will be able to comply with the insurance requirements set out in this section should they be selected as the successful Consultant.
- 15.2 The following insurance coverage's are minimum insurance required by the City of Vancouver. It is the responsibility of the Consultant to obtain any additional insurance required by law or which the Consultant considers necessary.
- 15.3 The Consultant covenants to obtain at its own expense before commencing work on the Services under this Agreement.
- a) A Commercial General Liability insurance policy in the form of Appendix B, with limits of not less than Two Million (\$2,000,000) dollars per occurrence, and a deductible of not more than Five Thousand (\$5,000) dollars, protecting the Consultant against all claims for personal injury, death, bodily injury or property damage arising out of the operation of the Consultant or the actions of the Consultant, 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.
- b) A Professional Liability insurance policy with limits of not less than Two Million (\$2,000,000) Dollars per occurrence with an aggregate of not less than One Million (\$1,000,000) Dollars and a deductible of not more than Fifty Thousand (\$50,000) Dollars; protecting the Consultant against all claims for loss or damage arising out of any wrongful act or error or omission of the Consultant in performance of the professional services herein described in this agreement.
- 15.4 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 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; and
- d) contain a clause that waives the insurer's right of subrogation against the City or its officers, employees, servants or agents.
- 15.5 Prior to commencement of the Agreement, the Consultant shall provide evidence of all required insurance to be taken out in the form of a Commercial General Liability Insurance Certificate and the insurance certificate shall not contain any disclaimer whatsoever. If required by the City, the Consultant shall provide certified copies of the policies signed by the insurers.

REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION

15.6 If the Consultant hires a contractor to perform any work related to the Services, the Consultant shall cause such contractor to obtain:

- a) Commercial 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 Five Thousand (\$5,000) Dollars. Such liability insurance shall include coverage of operations required for the consultant's work under this Agreement.
- b) Professional Liability insurance policy with limits of not less than Two Million (\$2,000,000) Dollars per occurrence with an aggregate of not less than One Million (\$1,000,000) Dollars and a deductible of not more than Fifty Thousand (\$50,000) Dollars; protecting the Consultant against all claims for loss or damage arising out of any wrongful act or error or omission of the Consultant in performance of the professional services herein described in this agreement.

16.0 ASSIGNMENT AND SUBLETTING

16.1 All monies payable to the City by the Consultant may be retained out of any monies then due, or which may become due from the City to the Consultant under this or any other contract with the City, or may be recovered from the Consultant or the Consultant's sureties in any court of competent jurisdiction as a debt due the City.

17.0 TERMINATION OF CONTRACT (WITHOUT CAUSE)

17.1 In the event of it becoming advisable in the interests of the City to suspend the Work of this Contract or any portion thereof, at any time before its completion, and to terminate this Contract, the City shall have full power to stop the Work and terminate the Contract, on giving to the Consultant notice in writing to that effect whereupon the Consultant will vacate possession and give up the work or part specified in the notice. The Consultant, however, shall be entitled to receive payment for all sums then due for Work already done, materials used or delivered, together with such reasonable compensation as will cover all bona fide damages (to a maximum of 10% of the foregoing amounts), if any; provided however, that no compensation will be allowed to or obtained by the Consultant for materials procured for the Works after the date of the delivery of the notice above referred to, nor for any loss of anticipated profits, either in respect of the Works so suspended as aforesaid, or of the materials then procured for said Works.

18.0 ALTERATIONS, DEDUCTIONS AND ADDITIONS

18.1 The City does not expressly or by implication guarantee that the actual amounts of Work or of materials will correspond to the estimated quantities provided in the Request for Service. The City shall have the right to order such alterations or changes in the Work as the City deems advisable, at any time

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

before or during the prosecution of the Work. The City shall reserve the right to increase or decrease the amounts of any portion of the Work, with no increase in the unit price. Some of the items may even be eliminated by the City. The Consultant shall not be entitled to any compensation for anticipated profits, for loss of profit, for damages or for any extra payment whatsoever, except as expressly and specifically provided for herein, because of any difference between the amounts of work actually done or material actually furnished and the estimated amounts as set forth in the Request for Service.

18.2 Any alterations, deductions or additions which result in any portion of the Work being changed from an item for which one unit price was provided to an item for which a different unit price was provided will be paid for at the unit price for the item which describes the actual work done or material supplied, and shall not be paid as Extra Work unless otherwise noted or directed by the City.

18.3 If any work, labour or material which the Consultant is required to perform or supply under this Contract is directed by the City to be changed or omitted, whereby a lesser quantity of work, labour or material is performed or supplied, then the City may deduct from the Contract Price the value of any work or material not required to be performed or supplied.

19.0 SEVERABILITY

19.1 Should a competent judicial court having jurisdiction at the place of Work find any portion of this Contract to be invalid or unenforceable for any reason, that portion of this Contract may be severed from this Contract and the remainder of this Contract shall remain intact in accordance with the original intent of this Contract.

20.0 TERMINATION OF CONTRACT (FOR CAUSE)

20.1 Upon the occurrence of any one of the events listed in Sub-Clauses (a) to (d) hereafter, the City may, by its City staff, forthwith revoke and terminate all or any part of this Contract:

- a) if the Consultant breaches any of its obligations as set out in the Contract Documents which arise following the issuance by the City and acceptance by the Consultant of the Request for Service;
- b) if the Consultant fails to commence Work within the period set out in the Request for Service, Article IV (a) - Start/Completion Dates;
- c) if the Consultant becomes bankrupt or makes a general assignment for the benefit of creditors;
- d) if the Consultant purports to assign the Contract without the prior written consent of the City;

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

- e) the City has, acting in good faith and in the City's sole discretion, determined that there has been a breach of trust in the form of but not limiting to bribery, collusion and/or conflict of interest.

- 20.2 If at any time, the Work is not being carried out in a sound and workmanlike manner in conformity with the terms of this Contract, or is not progressing continuously in such a manner as to ensure completion within the Contract Times, the City may give the Consultant written notice stating in general terms the nature or extent of the default. If the default is not remedied within forty-eight (48) hours of delivery of the notice, the City may, by its City, and without prejudice to any other rights or remedies under this Contract, forthwith revoke and terminate all or any part of this Contract.

- 20.3 Upon being served with a written notice of termination pursuant to Clause (20.1) or (20.2) above, the Consultant shall vacate possession and give up the Work or part of the Work specified in the notice, and the City may, re-let the same or carry out the Work using its own forces, or any combination thereof, and take all other necessary steps to complete the Work at the cost of the Consultant, and the Consultant shall be deemed to have authorized and ratified all obligations incurred by the City in completion of the Work.

- 20.4 In any case of termination of all or any part of the Contract, the Consultant shall be and remain liable to the City for all costs, expenditures and damages which result from the default of the Consultant and are expended in good faith by the City or its consultants in the completion of the Work.

21.0 GUIDELINES FOR CONSULTANTS WORKING FOR THE CITY

- 21.1 Expectations:
 - 1. Provide work plan for each job;
 - 2. Work to be done in a timely fashion;
 - 3. Workers to conduct themselves in a professional manner;
 - 4. Provide a detailed invoice;
 - 5. Standard of work to be completed to the satisfaction of City staff;
 - 6. Working in select City Facilities may require Security Clearance based on screen of full name, date of birth, driver's license, and Social Insurance Number; and
 - 7. Adherence to all current applicable Regulations and Guidelines including but not limited to WorkSafeBC.

- 21.2 Procedure:
 - 1. City Staff will contact the Consultant and advise of the work to be done and arrange a meeting, if necessary;
 - 2. Consultant to attend meeting and submit a quote in writing based on the Scope of Work by the agreed upon date and time;

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

3. City staff or Consultant to give clearance for job completion or determine scope for an additional “quote,” which may or may not be awarded to the same Consultant; and
4. In the event of an emergency, a Consultant shall be chosen from our Pre-Qualification list sequentially until one is available to perform the work at the required time and location. The cost shall be determined either by quote or time and materials.

21.3 Invoicing the City:

1. Invoices must be submitted to the City within one (1) week of completing the work;
2. The City will pay the Consultant within Thirty (30) days of receipt of each Application for payment, less all stipulated forfeitures and deductions; and
3. The invoice must contain the following details:
 - a) the related civic address;
 - b) the nature of the work performed;
 - c) the date(s) the work was done;
 - d) the hourly rate and number of all labourers;
 - e) the total number of hours worked;
 - f) breakdown and cost of materials used;
 - g) all rates payable under this contract are expressed in and will be payable in Canadian dollars; and
 - h) separate invoice for additional work not included in original contract amount

REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION

Schedule A

CONSULTANT'S EXPERIENCE AND REFERENCES

Reference #1

NAME AND ADDRESS OF COMPANY:	
AREA(S) OF EXPERTISE:	
BRIEF DESCRIPTION OF PROJECT / WORK PERFORMED	
LOCATION OF PROJECT/WORK	
START AND COMPLETION DATES:	
NAME OF PROJECT REFERENCE:	
CURRENT TELEPHONE NUMBER AND EMAIL OF PROJECT REFERENCE:	
NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:	

Reference #2

NAME AND ADDRESS OF COMPANY:	
AREA(S) OF EXPERTISE:	
BRIEF DESCRIPTION OF PROJECT / WORK PERFORMED	
LOCATION OF PROJECT/WORK	
START AND COMPLETION DATES:	
NAME OF PROJECT REFERENCE:	
CURRENT TELEPHONE NUMBER AND EMAIL OF PROJECT REFERENCE:	
NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:	

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

Schedule A cont'd

CONSULTANT'S EXPERIENCE AND REFERENCES

Reference #3

NAME AND ADDRESS OF COMPANY:	
AREA(S) OF EXPERTISE:	
BRIEF DESCRIPTION OF PROJECT / WORK PERFORMED	
LOCATION OF PROJECT / WORK	
START AND COMPLETION DATES:	
NAME OF PROJECT REFERENCE:	
CURRENT TELEPHONE NUMBER AND EMAIL OF PROJECT REFERENCE:	
NAMES OF KEY PERSONNEL AND SUBCONTRACTORS:	

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

Schedule B

LIST OF SUBCONTRACTORS

(a) Subcontractor Name: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Fax: _____
Address: _____

Description of Sub-Contract Work/Project/Area of Expertise: _____

(b) Subcontractor Name: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Fax: _____
Address: _____

Description of Sub-Contract Work/Project/Area of Expertise: _____

(c) Subcontractor Name: _____
Contact Name: _____ Title: _____
Telephone Number: _____ Fax: _____
Address: _____

Description of Sub-Contract Work/Project/Area of Expertise: _____

**REQUEST FOR APPLICATIONS RFA PS10347
 PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
 DIVISION**

Schedule C

If space in following table provided is not sufficient, please attach additional sheet(s).

√	AREA OF EXPERTISE	YEARS OF EXPERTISE/EXPERIENCE
	Public Consultation, Public Engagement, Facilitation	
	Writing, Editing, Proofreading	
	Creative Agencies	
	Graphic Design	
	Research, Surveys, Focus Groups	
	Special Event Planning and Execution	
	Audio-Visual Service	
	Signage and Displays	
	Video Production	
	Photography	
	Printing Services	

**REQUEST FOR APPLICATIONS RFA PS10347
PREQUALIFICATION FOR SUPPLIERS(S) OF SERVICES FOR CORPORATE COMMUNICATIONS
DIVISION**

Schedule D

SCHEDULE OF RATES

Estimated quantities for each individual project will be made available to the Consultant with each Request For Service.

The rates set out in this Table of Pay Items will apply to each Request For Service. Prices quoted will be exclusive of all applicable taxes, F.O.B. destination to the Work Site, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

Note: If the table provided is not suitable for the pricing structure provided for the City of Vancouver, please attach a price sheet(s) that is relevant.

SCHEDULE OF RATES

Hourly Rate	<i>(List any additional services available but not identified below)</i>
\$ _____	Monday - Friday 7:30 AM - 4:30 PM during normal business hours
\$ _____	Monday - Friday 5:00 PM - 6:00 AM during after hours nightshift
\$ _____	Saturday & Sundays
\$ _____	During Holidays or extended overtime hours.
\$ _____	

**REQUEST FOR APPLICATIONS RFA PS10347
SCHEDULE D - REQUEST FOR SERVICE**

This AGREEMENT is made as of the _____ day of _____, 2010.

BETWEEN:

CITY OF VANCOUVER,
having an office at 453 West 12th Avenue,
Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

OF THE FIRST PART

AND:

(Name of person, firm, or company)

(hereinafter referred to as the "Consultant")

OF THE SECOND PART

WHEREAS:

- (A) The City has appointed _____, (hereinafter referred to as the "City Representative") to act as its sole and exclusive agent for the purposes of managing and administering the performance of the Work by the Consultant in accordance with the Contract Documents (as defined below);
- (B) The Consultant has agreed with the City to perform the Work and to furnish all tools, equipment, labour, products, material and supervision necessary therefor as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

ARTICLE I - ROLE OF THE CITY REPRESENTATIVE

The City hereby designates and appoints the City Representative as its sole and exclusive agent for the purpose of managing and administering the Contract for the City set out in the Contract Documents. Unless otherwise notified in writing by the City to the Consultant, the agency of the City Representative shall continue for the entire duration of this Contract including the period of any guarantees or warranties given by or through the Consultant. In the event of the revocation in writing of the agency of the City Representative by the City, the City Representative shall have no further authority under this Contract, except as may be specifically designated in writing by the City and agreed to in writing by the City Representative, and all references to the City Representative in this Contract shall thereafter be deemed to be a reference to the City or to such other person designated in writing to the Consultant. The City Representative may from time to time delegate to another representative the performance of or the authority to

**REQUEST FOR APPLICATIONS RFA PS10347
SCHEDULE D - REQUEST FOR SERVICE**

perform the duties, responsibilities, rights and obligations of the City in respect of which the City Representative has been designated and appointed its sole and exclusive agent.

ARTICLE II - WORK TO BE DONE

The Consultant and the City hereby agree that the Products to be furnished and the Work to be done by the Consultant are:

Furnish all materials, products, labour and services, and supervision, as specified in the Contract Documents. Any materials, products, labour, services, and supervision performed by the City or the representative with regard to the work required of the Contract shall be in accordance with the requirements of the Contract Documents.

All of the Work shall be done, performed or furnished by the Consultant in a proper and workmanlike manner.

ARTICLE III - CONTRACT DOCUMENTS

The following is a list of the Contract Documents which form this Contract. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents. Terms used in the Contract Documents which are defined in the DEFINITIONS shall have the meaning designated in those definitions.

List of Contract Documents:

*Application Form

*Request For Application

*Request for Service

Schedule D - Project Description

Detailed Scope of Work Description,

Schedule of Approximate Quantities & Prices

* The above noted Contract Documents are deemed to be incorporated into and form an integral part of this Contract, even though not actually attached to this Request for Service.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent and spirit of the Contract Documents is that the Consultant is required to construct the Work complete in every detail within the times and for the purposes designated and that the Consultant shall furnish and do anything and everything necessary for such purposes notwithstanding any omission from the Contract Documents.

ARTICLE IV - SCHEDULE OF WORK/NOTICE TO PROCEED

(a) Start/Completion Deadlines

The Consultant will;

(i) begin the on-Site Work within _____calendar days of the Notice to Proceed,

**REQUEST FOR APPLICATIONS RFA PS10347
SCHEDULE D - REQUEST FOR SERVICE**

and

- (ii) fully complete the Work on or before _____ calendar days after the Project Manager issues the Notice to Proceed.

(b) Notice to Proceed

Upon Receipt of

- (i) this Request for Service, duly signed and delivered by the Consultant to the City within the time period set out on the last page of this Request for Service, and
- (ii) all required insurance certificates and WorkSafeBC documents (including for example updated proof of registration, completed and signed Prime Consultant Agreement and proof of posting of "Notice of Project" (where applicable)).

then, upon the City Representative' review and approval the same, the City Representative will issue a Notice to Proceed to the Consultant and the date of such Notice to Proceed will govern the start and completion deadlines set out in Article IV(a) above. The City will have the right to cancel this Contract without any liability or compensation to the Consultant (but without prejudice to the City's other rights and remedies) if the Consultant fails to deliver the required documents (as set out above) within seven (7) calendar days of delivering the signed Request for Service.

(c) Liquidated Damages for Late Completion of the Service

The City Representative shall have the right to prescribe the order in which the Projects shall be done. The Consultant is to complete each Project by the date set out in Article IV (a)(ii) above, failing which the Consultant will pay the City for each day the sum of one hundred dollars (\$100) (unless otherwise stipulated) as liquidated damages for every day that the said work shall remain unfinished after that time.

ARTICLE V - PAYMENT

(a) Amount to be Paid

Subject always to the terms of the Contract Documents, the City agrees to pay to the Consultant, the sum of, the "Total Estimated Contract Price", including the Harmonized Sales Tax ("HST"), in Canadian funds for the performance of the Work under this Contract.

(Insert) Total Estimated Contract Price \$_____

b) Application for Payment

- (i) During progress of the Work the Consultant may make application to the City Representative for payment in the form approved by the City Representative. The application will be based on the unit prices shown for Pay Items in Schedule D - Schedule of Rates. The City Representative may at any time require as a condition of payment the submission of documentation.
- (ii) On correction and completion of all deficient work listed on the Certificate of Substantial Performance, the Consultant shall submit his application to the City Representative for final payment and issuance of the Final Certificate of Acceptance, accompanied by the documentation required.

(c) Payment

**REQUEST FOR APPLICATIONS RFA PS10347
SCHEDULE D - REQUEST FOR SERVICE**

Despite any other term of the Contract Documents,

- (i) the payment for any Work under this Contract which shall be made to the Consultant by the City,
- (ii) the issuance of any certificate, notice or determination by the City Representative, including by way of example only, the issuance of the Certificate of Substantial Performance and Final Certificate of Acceptance,

will not be construed as an acceptance of any Work being done in accordance with the Contract Documents.

(d) Final Certificate of Acceptance

The issuance of the Final Certificate of Acceptance shall constitute a waiver by the Consultant of all claims except those previously made in writing and still unsettled, if any, and specified by the Consultant in its application for final payment pursuant to Article V(b) and (c) above.

ARTICLE VI - NOTICES

Unless otherwise specifically provided in the Contract Documents, all notices, instructions, orders or other communications in writing shall be conclusively deemed to have been given to the Consultant if delivered to the Consultant personally (or in the case of a company to any of its officers or directors personally), or delivered by mail to the Consultant at the business address of the Consultant set forth below:

Consultant:

(in this space include complete mailing address)

**REQUEST FOR APPLICATIONS RFA PS10347
SCHEDULE D - REQUEST FOR SERVICE**

Unless otherwise specifically provided in the Contract Documents all notices, requests, claims or other communications by the Consultant shall be in writing and shall be given by personal delivery or by mail addressed to the:

City (c/o City Representative):

CITY OF VANCOUVER
(Department)
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: _____

Either of the said addresses may be changed from time to time by written notice to the other party.

Any such notices, instructions, orders, requests or other communications sent by mail as aforesaid shall be deemed to have been given on the second business day following the mailing thereof.

ARTICLE VII - LAW OF CONTRACT

The laws of British Columbia will apply to and govern the Contract Documents and the courts of British Columbia will have exclusive jurisdiction over all disputes not resolved by mediation or arbitration.

ARTICLE VIII - TIME OF THE ESSENCE

Time will be of the essence for all purposes of the Contract Documents and the performance of the Work.

ARTICLE IX - SUCCESSORS AND ASSIGNS

The Contract Documents bind and benefit the City and Consultant and their successors and permitted assigns.

THE CITY NOW REQUESTS SERVICE ON THE TERMS SET OUT IN THIS REQUEST FOR SERVICE, which request may be accepted by the Consultant signing and returning this document within **two (2) Working days** of its receipt, failing which this request will be deemed to be withdrawn, and where so signed by the Consultant and returned **within two (2) Working days** the CITY AND CONSULTANT NOW AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS REQUEST FOR SERVICE.

REQUEST FOR APPLICATIONS RFA PS10347
SCHEDULE D - REQUEST FOR SERVICE

CITY OF VANCOUVER:

General Manager of the Department

Date

CONSULTANT:

Company Name

Authorized Signatory

Name, Title

Date



**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

Dated _____

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

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 Deductible Per Occurrence: \$ _____
 Blanket Contractual Liability
 Non-Owned Auto Liability
 INSURER: _____
 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) *THIRTY (30) 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: _____



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of the [insert] 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 **[insert RFP # and title]**, 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 **[reference section of the Proposal or schedule to this Agreement]**. 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. [NTD: If there are specific monetary limits for specific categories of disbursements then modify this section accordingly.]

- 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 submit invoices to the City on or before the tenth day of each month. Each invoice will list the names, hours worked and pay rates of all employees of the Consultant and Sub-contractors that have worked on the Services during the previous month, the total amount of previous payments made by the City, and the percentage of the Services that are complete. Each invoice will show separately the amount of HST applicable.

Attached to each invoice will be:

- (a) copies of invoices for all disbursements claimed;
- (b) confirmation of payments made to Sub-contractors for the previous month; and
- (c) a brief report detailing work completed to date, work completed during the month covered by the invoice and work outstanding to complete the Services.

Notwithstanding anything to the contrary contained in this Agreement, the City will never be obligated to pay the Consultant a greater percentage of the Maximum Fees and Disbursements than the degree of percentage completion of the total of the Services.

- 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 Section [insert] of the Proposal.

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.

[NTD: If the types of services contemplated by this form of Agreement are to be performed in a multi employer workplace, a "Prime Contractor" agreement should be requested from Legal Services and should be executed by the Consultant.]

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]** 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]** 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").

[Note: If specific phases must be completed by specific dates then insert a more detailed timetable or reference timetable in Proposal.]

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 **[\$insert dollar amount calculated at ten business days' pay]** (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 [insert] 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.

[The remainder of this page has intentionally been left blank.] [NTD: Remove if necessary if pagination changes.]

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.

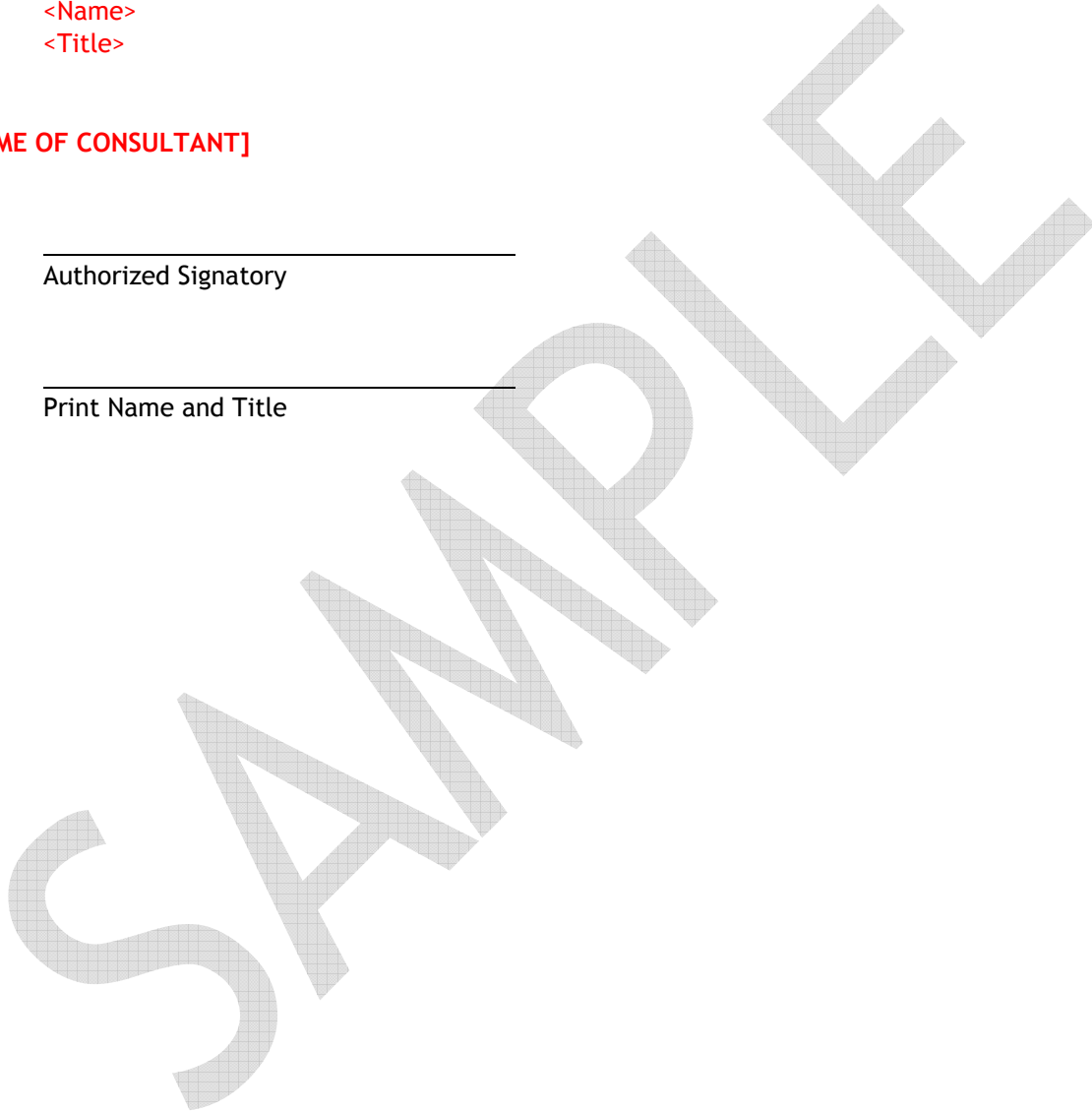
CITY OF VANCOUVER

By: _____
 <Name>
 <Title>

[NAME OF CONSULTANT]

BY: _____
 Authorized Signatory

Print Name and Title



APPENDIX A - INSURANCE REQUIREMENTS

SAMPLE

APPENDIX B - PROPOSAL

SAMPLE

APPENDIX C - RFP

SAMPLE