



**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

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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

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- 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.

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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:

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1.0 DOCUMENTS WHICH MUST BE ATTACHED TO THIS APPLICATION FORM

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

Description	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		

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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: _____

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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.

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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

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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.

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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.

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- 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.

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- 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

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- 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

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- 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.

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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

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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;

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- 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;

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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

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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:	

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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:	

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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: _____

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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	

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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.
\$ _____	

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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

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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,

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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

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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)

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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.

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SCHEDULE D - REQUEST FOR SERVICE

CITY OF VANCOUVER:

General Manager of the Department

Date

CONSULTANT:

Company Name

Authorized Signatory

Name, Title

Date