



REQUEST FOR PROPOSAL PS07128

PROFESSIONAL SERVICES FOR THE IMPLEMENTATION OF THE
SAP E-RECRUITMENT MODULES - VERSION 6.0 ERP

Proposals will be received in the Courier Delivery Drop-off Office, 1st Floor, Vancouver City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the Closing Time: 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below), Tuesday, November 27, 2007 and registered at 11:00:00 A.M. Wednesday, November 28, 2007.

NOTES:

1. Proposals shall be in a sealed envelope or package marked with the Proponent's Name, the RFP Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. DO NOT SUBMIT BY FAX.

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

Alison Hall
Purchasing Services

FAX: 604-873-7057 E-MAIL: purchasing@vancouver.ca

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**REQUEST FOR PROPOSAL NO. PS07128
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PART A - INTRODUCTION**

1.0 Overview

This Request for Proposal ("RFP") identifies a business opportunity for Proponent(s) to provide the City of Vancouver (the "City") with professional services for a SAP E-Recruitment (Version 6.0) implementation.

- 1.1 The City will consider Proposals that meet either all or part of the Requirements. The successful Proponent will be the Proponent who offers best value, which will be assessed as a combination of experience, pricing, scope, duration and level of services offered and proposed innovative design and operations and maintenance enhancements.
- 1.2 Proponents are encouraged to pre-read this RFP and submit any questions relating to this RFP document to the Contact person listed on the cover page.
- 1.3 All prospective Proponents who intend to submit Proposals are to complete and then submit the Response Notification Form (Appendix 1) prior to November 20, 2007.
- 1.4 The City may utilize the information received via the Response Notification Forms (Appendix 1) to disseminate information concerning this RFP to prospective Proponents.
- 1.5 Key dates to be noted are:

Event	Dates
Release of RFP	October 19, 2007
Deadline for Response Notification Form	November 20, 2007
Deadline for All Enquiries	November 23, 2007
RFP Closing	November 27, 2007

2.0 Background and Objectives

2.1 Background

The City is planning an implementation of the SAP E-Recruitment modules. Refer to Schedule 'A' for further details.

The City is soliciting proposals to provide SAP E-Recruitment specific expertise to this project.

2.2 Objectives

The objective of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively supply the RFP Requirements as set out in Schedule A - Requirements. The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

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PART A - INTRODUCTION

3.0 RFP Service Requirements

- 3.1 In support of the objectives as outlined above, the City has identified specific Requirements within Schedule A of this RFP, to which the Proponent should respond in detail as part of its Proposal.

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PART B - INSTRUCTIONS TO PROPONENTS

NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

- 1.1 All Proponents are required to indicate whether or not you will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Appendix 1).
- 1.2 The Proponent is to submit its Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0 Conduct of RFP - Inquiries and Clarifications

- 2.1 The City's Manager of Materials Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the Contact person shown on the cover page before the deadline date. If required, an addendum will be issued and issued to all pre-qualified Proponents.

3.0 Contract Requirements

- 3.1 The term of Contract shall be from the effective date of the Contract signing with the successful Proponent through to the completion of the Services in accordance with the Project Schedule.
- 3.2 Where the head office of the successful Proponent is located within the City and/or where the successful Proponent is required to perform any Work at a site located within the City, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Proponent will be requested to enter into the Professional Services Agreement substantially in accordance with the sample provided as Appendix 2. Where the Proponent is proposing modifications to the Professional Services Agreement, the Proponent should attach a copy of the proposed contract language and indicate in the Proposal Form (Schedule C - Deviations and Variations) which clauses in the attached Professional Services Agreement and which clauses in the Proponent's form of contract apply to the Proponent's proposal.
- 3.4 If any of the terms set out in the Professional Services Agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its Proposal. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

4.0 Pricing

- 4.1 Prices quoted are to be exclusive of GST and PST except where otherwise expressly requested.

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4.2 Prices are to be quoted in Canadian currency.

5.0 Consortium Proposals

5.1 The City will consider a proposal from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.

5.2 A single person or company is to be identified as the Key Contact Person on the Proposal Form (Part D), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.

5.3 Consortium Proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.

5.4 The City reserves the right to accept the consortium as proposed or choose to negotiate an Agreement with individual consortium members separately. Each component of the consortium proposal is to be priced out individually.

6.0 Submission of Proposal

6.1 Proponents are to submit **five (5) hard copies** in a binder and one (1) electronic copy (pdf and/or Word formats) of its Proposal. Each hard copy will have each section tabbed and will include all accompanying schedules, appendices or addenda in each binder. All copies are to be submitted in one sealed envelope or package marked with the Proponent(s) name and the RFP title and number, prior to the Closing Time set out on the date and at the location shown on the title page of this RFP.

6.2 Only the English language may be used in responding to this RFP.

6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.

6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent(s) name and the RFP title and number.

6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Department, 2nd Floor, City Hall, and signed by the authorized signatory for the Proponent(s).

6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent(s) after the Closing Time, will be borne solely by the Proponent(s).

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7.0 Format of Proposal

7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.

7.2 Proponent(s) are required to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals should be arranged as follows:

Title Page: The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.

Table of Contents: Page numbers should be indicated.

Executive Summary: A short summary of the key features of the Proposal demonstrating the Proponent(s) understanding of the scope of the Requirements.

Proposal Form: The Proponent(s) will complete the Proposal Form and attached Attachment A included in this RFP in accordance with the instructions.

Schedules: The Proponent(s) will complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.

Alternate Solutions: Proponents may submit alternative solutions and will identify same as additional appendices within their Proposal.

Electronic Version: Submit one electronic version of the proposal (pdf and/or Word format).

8.0 Bid and Performance Security

8.1 No bid security is required, since no irrevocable binding legal offer is required in this RFP.

8.2 No performance security is required since this is an RFP for consulting services.

9.0 Conflict of Interest/Solicitation

9.1 Proponent(s) must ensure that Section 6.0 of Attachment A - Proposal Form - Legal Terms and conditions are properly declared.

9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any contract should one be awarded in reliance on the information contained in the submitted Proposal.

9.3 If any director, officer, employee, agent or other representative of a Proponent(s) makes any representation or solicitation to any officer, employee, agent or elected

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official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent(s).

10.0 Opening of Proposals

10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City. Dissemination of Proposal information will be as follows:

- a) Upon opening of the Proposals, the names of each Proponent(s) will be announced.
- b) Upon completion of Proposal evaluation, the salient features of each Proposal and the recommended Proposal will be summarized and publicly reported on to the City's Council.

11.0 Evaluation of Proposals

11.1 Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other criteria set out in this RFP including, but not limited to:

- a) the Proponent's ability to meet the Requirements;
- b) the Proponent's ability to deliver the Requirements when and where required;
- c) financial offer including but not limited to prices, operating and maintenance costs, warranty and any life cycle considerations;
- d) the Proponent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel, financial stability; track record and references of current and former customers;
- e) equipment quality, configuration, age and condition;
- f) environmental responsibility demonstrated by the Proponent;
- g) quality of submission;
- h) compliance with all City insurance requirements; and
- i) any other criteria set out in the RFP or otherwise reasonably considered relevant.

11.2 The City may elect to short list Proponent(s) in stages as deemed necessary. Short listed Proponent(s) will be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, and/or furnishing additional technical data.

11.3 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. They will be returned at the Proponent(s) request and expense.

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11.4 Prior to the signing of a Contract, the City must be satisfied as to the Proponent(s) financial stability. The Proponent(s) may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent(s) last two (2) fiscal years.

11.5 The City may request that any or all sub-contractors of the Proponent(s) undergo the same evaluation process.

12.0 Deviation from Requirements or Conditions

12.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent(s) Proposal within Schedule C - Deviations and Variations. The City will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent(s) Proposal, the City will assume that the Proponent(s) is proposing full compliance with the Requirements and conditions of this RFP.

13.0 Proposal Approval

13.1 Proposal approval is contingent on funds being approved and the Proposal being approved by City Council. The successful Proponent(s) and City can then proceed to settle, draft and sign the necessary professional services agreement.

13.2 The City will notify the successful Proponent(s) in writing that its Proposal has been approved in principle and invite the Proponent(s) to proceed with discussions to settle, draft and sign the Professional Services Agreement.

13.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at anytime.

14.0 Quantities

14.1 The stated quantities are the City's best estimates of its Requirements and should not be relied on. Actual quantities may vary.

15.0 Brand Names

15.1 Unless otherwise stated, if, and wherever, the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out competition from equal brands or makes. If however, a product other than that specified is offered, it is the Proponent's responsibility to name such a product in its Proposal. Evidence of equality in the form of samples may be requested.

16.0 Alternates and/or Variations to Specifications

16.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the COV and Proponents should bid in accordance with such Specifications, or if the Proponent cannot meet Specifications, the Proponent may offer an alternative which they believe to be the equivalent.

16.2 Proponents shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which

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variations may be gleaned will not be considered as a sufficient statement of variations.

16.3 If in addition to proposing goods and/or services which meet the Requirements, the Proponent(s) wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

16.4 The COV will, during its evaluation process determine what constitutes allowable or acceptable variations or alternatives.

17.0 Environmental Responsibility - Intentionally Omitted

18.0 Freedom of Information and Protection of Privacy Act

18.1 Proponent(s) should note that 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 any service to the City.

19.0 Confidentiality

19.1 Proponent(s) should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without City's prior written consent.

19.2 This RFP is the property of the City. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Materials Management.

20.0 Advertising

20.1 The approval of any Proposal and the signing of a Professional Services Agreement does not allow a Proponent(s) to advertise its relationship with the City in any way without the City's prior written authorization.

21.0 Special Conditions

21.1 Proponent(s) should note that if Part C - Special Conditions of this RFP conflict with Parts A and B of this RFP, the Special Conditions will govern over Parts A and B.

22.0 Non-resident Withholding Tax

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

23.0 Legal Terms and Conditions

23.1 No part of Part A - Introduction, this Part B - Instructions to Proponent(s), nor Part C - Special Conditions will be legally binding on the City or Proponent(s). All legal terms

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PART B - INSTRUCTIONS TO PROPONENTS**

and conditions of the process contemplated by this RFP are contained in Part D - Proposal Form, including without limitation, Attachment A to the Proposal Form.

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PART C - SPECIAL CONDITIONS

1.0 Additional Evaluation Criteria

1.1 In addition to the evaluation criteria set out in Part B of this RFP, the following criteria which are not in any order of importance, will be taken into consideration where applicable during the City's evaluation of the Proposal:

- a) the proposed Project resource and the skills, knowledge, and previous experience of that resource;
- b) the proposed plan of approach and work schedule;
- c) compliance with all City insurance requirements;
- d) the Proponent's ability to meet the Requirements as stated in Schedule A;
- e) the Proponent's business and technical reputation and capabilities;
- f) financial stability; track record; and references of current and former customers;
- g) the quality of the Proposal, including any innovative concepts;
- h) the proposed methodology for coordinating with City staff; and
- i) any other criteria set out in the RFP or otherwise reasonably considered relevant by the evaluation team for the success of the project.

2.0 Pricing

2.1 The Proponent(s) is required to submit pricing as per the requirements outlined in Schedule C - Pricing. Failure to follow these instructions may deem the Proposal to be non-compliant or incomplete, and may or may not, result in its disqualification.

3.0 Insurance Requirements

3.1 Proponents are requested to review and ensure that they fully understand and have the ability to meet the City's insurance requirements as outlined within Appendix 2, Section 8.0 of the Professional Services Agreement.

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PART D - PROPOSAL FORM

Proponent(s) Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

To the City of Vancouver Materials Management Department,

The Proponent(s), having carefully examined and read the RFP, including the Form of Agreement and its Schedules, now submits the following Proposal:

1.0 Required Documents

If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Certificate of Insurance	Yes	
Completed and signed Certificate of Existing Insurance (as per Part C - Special Conditions, Section 3.0) in the form set out in Appendix 3	Yes	

To be Initialled at Proposal Opening:

Manager, Materials Management or designate

Witness

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 PART D - PROPOSAL FORM

2.0 Compliance

By initialling each item, the Proponent acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Introduction			
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Special Conditions			
<u>Part D</u> Proposal Form			

3.0 Required Proposal Documents

By initialling each item, the Proponent confirms it has completed and enclosed the following Schedules and any required addenda in its Proposal and has identified any deviations or items of non-compliance providing an explanation of where it does not comply.

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>Proposal Form, Attachment A, Legal Terms and Conditions</u>		
<u>Schedule A</u> Requirements		
<u>Schedule B</u> Pricing		
<u>Schedule C</u> Deviations and Variations		
<u>Schedule D</u> Sub-Contractors		
<u>Appendix 3</u> <u>Certificate of Insurance</u>		

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PART D - PROPOSAL FORM

4.0 Proponent's Declaration and Acknowledgment

- 4.1 The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and the attached Schedules:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS:

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-Contractors' legal rights and obligations only with respect to the Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Contract (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*.
- (b) "Contract" means the professional services agreement, if any, entered into between the City and the successful proponent following the conclusion of the RFP process, approval of the Contract by City Council, and the settlement, execution and delivery of same by each party to the Contract.
- (c) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Proponent, and "proposal" means any proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.
- (d) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- (e) "Losses" means in respect of any matter all
 - (i) direct or indirect, as well as
 - (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (f) "RFP" means the documents issued by the City as Request for Proposal No. PS07128 including all addenda.
- (g) "Sub-contractors" includes any or all third parties listed in Schedule E of this Proposal Form.

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

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

2.0 GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City assumes no legal duty or obligation in respect of this RFP or unless and until the City enters into a Contract). This RFP and Proposal process is at all times contingent on funds being approved by the Vancouver City Council and agreement being signed by the City.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 - *Protection of City Against Lawsuits*, and the following:

(a) No Duty

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs a Contract.

(b) Proponent's Risk

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

- (i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the Proposal process; or
- (ii) any contract or tort law duty to preserve the integrity of the RFP process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the Proposal process on this basis.

(c) Proponent's Cost

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the Proposal process.

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP or, which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and Proposal process at all times until the execution and delivery of a Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits*, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Proponent now releases the City from all liability for any Losses in respect of:

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

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

- (e) the manner in which the City:
 - (i) reviews, considers, evaluates or negotiates any Proposal,
 - (ii) deals with or fails to deal with any Proposal or Proposals, or
 - (iii) decides to enter into a Contract or not enter into any Contract;
- (f) the proponent(s), if any, with whom the City enters a Contract.

4.2 Indemnity

Except only and to the extent that the City breaches Section - 5.2 - *Proponent's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-contractors or agents alleging or pleading

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

4.3 Limitation

In the event that, with respect to anything relating to the RFP or this Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Proponent or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, and also excepting any disputes arising between the City and any Proponent with whom the City has entered a Contract), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Manager - Materials Management.
- (b) This Section 4.0 - *Protection of the City from Lawsuits* will:

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- (i) bind the City, Proponent and the arbitrator; and
- (ii) survive any and all awards made by the arbitrator.
- (c) The Proponent will bear all costs of the arbitration.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - City's Property

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

5.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

5.3 All City Data/Information is Confidential

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this Proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

5.4 Disclosure Requires Prior Consent

The Proponent may not divulge any information respecting the Proposal process to any third party without the prior written consent of the City, which consent may be

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arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

5.5 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

- (a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- (b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;
- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- (d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the Owner's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City.

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to Conflict of Interest

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

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

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

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6.2 Declaration as to Collusion

The Proponent now confirms and warrants that

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and
- (b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

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

7.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A AS AN INTEGRAL PART OF THIS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT ABOVE.

REQUEST FOR PROPOSAL NO. PS07128
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SCHEDULE A - REQUIREMENTS

This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to, the respective issue(s). Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.0 Introduction

The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

2.0 Proposal Requirements

2.1 Background Information

The City of Vancouver recognizes that effective recruitment is a cornerstone to every successful organization and Human Resource strategy. Our Corporate Management Team has determined that the development of a solid recruitment strategy for addressing the many changes and challenges that will affect our business and our people now and in the years to come has become necessary to ensure the City is prepared for both our anticipated wave of retirements and increasing skill shortages amongst the general population.

There are a number of factors that have led to the investigation and subsequent recommendation of an E-Recruitment business process for the City. First, applicants today are more computer literate, thus sourcing employment opportunities on-line has become a regular function of their job search. Second, current paper-driven recruitment processes are not providing the consistency, functionality or time sensitive requirements of management, nor is there the ease in which to support other City recruitment initiatives. E-Recruitment is viewed as a necessary business tool to move the organization forward with all of the City's recruitment initiatives, and to market ourselves as an organization of choice.

2.2 Contractor's Responsibilities

2.2.1 This contract will cover all E-Recruiting technical and functional consulting services necessary to install and complete the configuration/implementation of the SAP E-Recruiting module at the City;

2.2.2 The City is assigning experienced SAP resources to this project and intends to provide overall project management. The role of the Contractor will be to provide leadership and technical guidance to the implementation team (given their proven experience in the implementation of these SAP modules). Under the overall direction of the City, the services provided by the Contractor will include:

- Initial installation of the E-Recruiting development system (the City technical team will provide an AIX/DB2 system on which to install the E-Recruiting software);
- Working with the City's Project Manager to assist in defining and controlling project scope and the project work plan;
- Directing and managing the activities of the functional team in executing the project work plan;

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- Accepting and validating key project deliverables in conjunction with the City Project Manager and key stakeholders;
- Preparing required project status reports and leading/facilitating functional team meetings and workshops (eg. design sessions);
- Coaching/assisting City staff on the configuration of the SAP E-Recruitment modules;
- Responsible for leading issue resolution within the project functional team;
- Assisting in the completion of functional team tasks (eg. system configuration, documentation, testing, data conversion) as required; and
- Assisting the City's Project Manager in ensuring project deliverables meet quality standards.

2.3 Project Scope - Overview

- 2.3.1 The scope of this project is to complete the design, configuration and rollout of the SAP E-Recruitment modules (Version 6.0) to support a web-based business recruitment tool which will support hiring managers (H/M's) and supervisors in the efficient posting and filling of vacant positions at the City.
- 2.3.2 This business tool will be primarily used to post and fill all internal and external vacancies across the City. Postings and non-posted general employment opportunities (i.e. seasonal and auxiliary) will be processed through the web-based E-Recruitment function.
- 2.3.3 The SAP E-Recruitment application will be accessed by managers and supervisors with responsibility for hiring staff. Managers may elect to delegate administrative functionality to their support staff who may require access to the system.
- 2.3.4 Authority levels will vary across the organization based upon the responsibilities delegated by the various General Managers and Senior Management Teams. Automated work flow and authorizations will electronically move information along the business process to the next functional responsibility in the process based upon authority levels identified relevant to the task step. Both internal and external applicants using the web-based application and profile registration (talent pool) tool will require the ability to logon and create a password for their account. The login and password give the applicants the ability to update their profile while protecting the privacy of their information and complying with the Electronic Records and document management protocols.
- 2.3.5 Those involved in the hiring process will need to have browse capability to be able to scan either the applicant's information or the talent pool based upon their posted vacancies or non-posted short term opportunities

2.4 Functional Scope - SAP E-Recruiting

The E-Recruiting functional scope that is anticipated as part of this implementation includes (but is not necessarily limited to):

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SCHEDULE A - REQUIREMENTS

Through the City's public website link "Employment with the City", E-Recruitment will provide registrants with the ability to register their work-related personal profile and areas of interest through an efficient, user-friendly web-based process resulting in a potential talent pool. It is also anticipated that E-Recruitment web-based technology will provide links to the City's registration process with professional associations, educational institutions, outreach partners, and through career fair opportunities based upon strategic partnerships.

E-Recruitment will provide streamlined on-line functionality to H/M's and Human Resources staff through a number of E-Recruitment processes which will allow the:

- Requisition and posting of employment opportunities directly to the City's web-site including posted competitions as well as general STOC (Short Term / On Call (Temporary Employment Opportunities)) employment opportunities for auxiliary, seasonal, Temporary Agency, skilled and semi-skilled temporary opportunities.
- Creation and maintenance of tailored hiring templates including levels of questions to streamline the short-listing and selection process using a database of commonly asked questions, competency-based questions, and customized questions specific to an employment opportunity.
- Creation and maintenance of City-wide administrative processes related to recruitment (such as preliminary skills testing, acknowledgements, prescreening questions, short-list question, number and style of interviews, notifications, etc.)
- Searching or browsing of the talent pool to invite applications to specific employment opportunities such as hard to fill and external competitions prior to advertising them.
- Maximize the use of web-based technology and minimize the use of paper based manual recruitment processes.

2.5 Organizational Scope

E-Recruitment is a web-based business recruitment tool which will support hiring managers and supervisors in the efficient posting and filling of vacant positions at the City. This business tool will be primarily used to post and fill all internal and external vacancies across the City. Postings and non-posted general employment opportunities (i.e. seasonal and auxiliary) will be processed through the web-based E-Recruitment functions. The City currently has approximately 7,000 positions that will be covered by the E-Recruitment module.

2.6 SAP Environment at the City

2.6.1 Current Status of SAP at the City

The following SAP modules are currently in use at the City:

FI - Finance

Financial reporting, general ledger, accounts payable, accounts receivable, asset accounting.

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CO - Controlling

Cost centre planning and reporting, extensive use of internal orders to plan, collect and report costs (both for operating and capital) production orders, activity allocation, assessments and overhead surcharge.

MM - Materials Management

Purchasing (goods and services), requisitions, reservations, receiving, material issues, material master maintenance, inventory management (stock and non-stock), MRP, physical inventory counts (including cycle counting), vendor management.

PM - Plant Maintenance

Functional location and equipment hierarchy, notifications and work orders, maintenance plans, work centres, task lists, bills of material and warranties.

RE-FX - Flexible Real Estate

The Flexible Real Estate Module is being implemented and expected to go live in summer 2007. This module will cover the City's properties portfolio and rental management for both the City as a tenant and a landlord.

HR / Payroll

Employee master data, organizational management, benefits, personnel administration, personnel cost planning and payroll accounting (gross to net pay). Personnel time management using time evaluation, with clock times and without clock times. Employees paid hourly on both exception and positive time entry. Production of T4/T4A's, off cycle cheques. The City runs SAP's Canadian version of payroll.

CATS - Cross Application Time Sheet

Time entry directly into CATS for all staff (including exception reporters). Allocations via activity types to cost centres and internal orders. Direct entry of hours as well as clock time entry.

EH&S - Employee Health & Safety

Tracking of WorkSafeBC related incident records.

TEM - Training & Events Management

Tracking of internal and external staff training.

2.6.2 SAP Hardware / Software Environment

Hardware: IBM P570
SAP Version: ECC 5.0
Database: IBM DB2 (vers 8.2)
O/S: AIX (vers 5.3)

** Note - the City is currently in the process of establishing an SAP Netweaver environment (BI, Portals, XI, MDM)*

2.6.3 Current status of Netweaver environment at City of Vancouver

We have in place our first Netweaver system based on the Netweaver 2004S SR1 release. The BI content version 703 add-on is loaded.

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Access to this system is functioning using the SAP GUI interface. Additional work needs to be done to allow access via a web browser.

The configuration of the Source systems and setup for extraction and transport of data for this BI pilot is currently being worked on.

2.6.4 City's proposed implementation strategy for E-Recruitment

We will be implementing E-Recruitment Version 6.0. It will be installed on a separate SAP instance using NW2004S and interface with ECC5.0 via ALE instead of being installed over ECC. This is required because we do not want our ECC 5.0 connected in any way to the Internet

3.0 Timelines and Deliverables

The City of Vancouver is anticipating one contractor being assigned full time to this project from Start to Finish. The project is expected to start in the first quarter or early second quarter of 2008 with the project timeline anticipated to be 5-6 months. We are requesting Proponents suggest a start date they can commit to and comment on the timing and feasibility of this schedule. The Proponent's Proposal should include a suggested timeline for the following project phases:



The following table summarizes the deliverables that would be required from the project implementation team by phase.

Project Phase	Deliverables	Responsible
Preparation	Initial installation of SAP E-Recruiting software	Contractor
	Project plans, charter and other project preparations	Project Mgr (City) with some assistance from the Functional Team Lead (Contractor) on the project plan
Business Blueprint	Change Mgmt / Training Strategy	Change Mgmt Lead (City)
	Communication plan	Change Mgmt Lead (City)
	Business process/Master data design	Functional Team * [Lead by the Contractor]
	Identification of reporting req'ts	Functional Team * [Lead by the Contractor]
	Data conversion and cutover	Functional Team *

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	strategy	[Lead by the Contractor]
	Security/Authorization strategy	Security Analyst (City)
	Approved Business Blueprint doc	Functional Team [*] [Lead by the Contractor]
	Detailed plan for Realization phase	Project Mgr (City) with assistance from the Functional Team Lead (Contractor)
Realization	Completion of system configuration (to meet req'ts)	Functional Team [*] [Lead by the Contractor]
	Completion of custom reports and other programs as required	ABAP Programmers
	SAP security authorization profiles developed and tested	Security Analyst (City) [assisted by the Functional Team]
	Conversion programs developed and tested	ABAP Programmers [assisted by the Functional Team]
	Completion of system testing (unit, integration, end user)	Functional Team [*] [Lead by the Contractor]
	Completion of BPP documentation	Functional Team [*] [Lead by the Contractor]
	Completion of training materials and related documentation	Change Mgmt Team
	Preparation for end user training complete (schedule, training clients)	Change Mgmt Lead (City)
	Approval of Realization phase	Project Steering Committee [assisted by the Project Mgr & Contractor]
	Detailed plan for Final Preparation phase	Project Mgr (City)
Final Preparation	Completion of end user training	Change Mgmt Lead (City)
	Successful test of cutover plan	Functional Team [*] [Lead by the Contractor]
	Final approval for go live	Steering Committee (City)
	Detailed plan for Go Live phase	Project Mgr (City)
Go Live & Support	Live production environment	Functional Team [*] [Lead by the Contractor]
	Successful period end process	Functional Team [*] [Lead by the Contractor]

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SCHEDULE A - REQUIREMENTS

Note: Many project deliverables are the responsibility of the Functional Team. As the Contractor is taking the lead on the Functional Team, they will be responsible for ensuring the successful completion of these deliverables.

4.0 Methodology and Work Program

4.1 In the Proposal, the Proponent should provide the following:

- a) A description of the methods to be employed to perform and co-ordinate the work and to control the scope, quality, schedule and cost of the project;
- b) A description of the methods to be employed to ensure that sufficient E-Recruitment knowledge transfer occurs to City staff during the project such that they are equipped to provide ongoing system support;
- c) A brief indication of special challenges or considerations foreseen by the Proponent and proposed solutions for each;
- d) A clear and thorough description of all assumptions made;
- e) Comment on the appropriateness of the City's proposed project team;
- f) A high level work plan for the successful implementation of E-Recruitment. Should include number of consulting resources as well as City resources and type of skills required;
- g) The approach you will follow for the implementation at City of Vancouver;
- h) Comment on the feasibility of meeting the scope objectives outlines in Sections 2.3 and 2.4 of this Schedule A document (can all these items be covered in E-Recruiting functionality?);
- i) Comment on the feasibility of the anticipated implementation timeline (5-6 months); and
- j) Note what portion of the E-Recruiting module (or other modules) will be used to meet each scope objective.

5.0 Roles and Responsibilities of the City

5.1 The City is assigning a number of full time and part time resources from the City's SAP Business Support team and from various business units to this project. In particular:

Core Project Team (Full Time)

- SAP Project Manager (1 FTE)
- SAP HR Business Analysts (2 FTE)
- Human Resource Consultant (1 FTE)
- Human Resource Consultant (.6 FTE)
- HR Business Analyst (.5 FTE)

Extended Project Team (Part Time, as required)

- SAP Change Management Lead

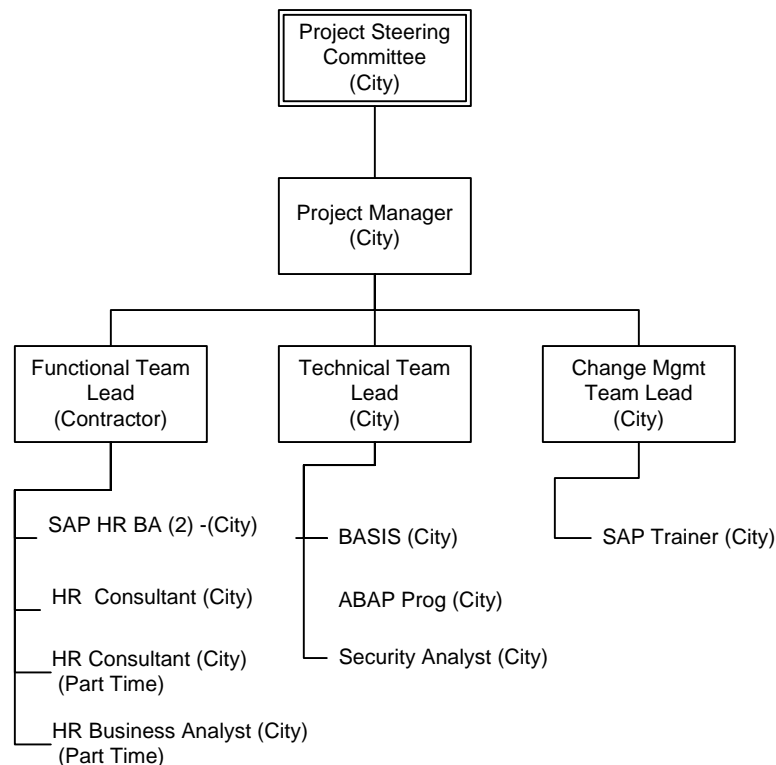
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- SAP Trainers (1)
- SAP BASIS Administrator
- SAP Security Analyst
- SAP ABAP Programmer (1)
- Representatives from the various business units

The SAP resources that have been assigned to this project come from the City's SAP Business Support team. They are experienced in the implementation and sustainment of the SAP modules currently in use at the City. Project team members will be scheduled to attend SAP E-Recruitment training (including configuration) in the months leading up to the Blueprint phase.

It is the responsibility of the project resources (noted above) working together with the experienced SAP E-Recruiting consulting resource (the Functional Lead) to complete the design and implementation of the SAP E-Recruiting modules.

The project organizational chart will be as follows:



Extended Project Team

Additional part time resources from Human Resources will engage Business Unit stakeholders as project contributors in design workshops and in activities such as end user testing

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- 5.2 Proponents should articulate all assumptions underlying their Proposal in terms of the amount of project management and other project resources that the Proponent would require from the City's staff in the performance of their services pursuant to their Proposal, including the following:
- a) A detailed list of all activities that the City is expected to undertake,
 - b) A detailed list of all data and information required from the City to undertake the scope of services.

6.0 Company Profile

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

7.0 Key Personnel

- 7.1 Identify and provide resumes for the key personnel in the Proponent's proposed team and outline what their roles will be in servicing this Project.
- 7.2 Include a list of each at least three (3) relevant and successfully completed projects with references and telephone numbers for each key personnel. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.

8.0 Value Added Services

- 8.1 Within its response in Schedule A, the Proponent has the opportunity to offer and describe any value added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the contract. Unless, otherwise stated, it is understood that there are no extra costs for these services, however, if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule B - Pricing Sheet.

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SCHEDULE B - PRICING**

1.0 Pricing

The Proponent is required to provide the following information:

- 1.1 The Proponent having reviewed all terms, conditions and Requirements and Services set out in the RFP and the Attachments thereto, shall provide the following pricing which projects the total consulting cost of the completed project. The costs shall be broken down to allow for analysis.
- 1.2 Goods and Services Tax and Provincial Sales Taxes are to be excluded.
- 1.3 The City is seeking Proposals which are priced as time and materials contracts with a maximum fees and disbursements amount (or "upset price"). Proponents are to state all assumptions which apply to their pricing and how the pricing would be varied if such assumptions do not apply. The City prefers Proposals with as few assumptions as possible and no assumptions which would impact the "upset price." All components of the pricing (i.e., hourly rates, disbursement unit rates, maximum fee amount and maximum disbursement amount) are to be fixed for the entire duration of the proposed contract. Responses should indicate approximate number of hours to complete each of the four phases, as well as per unit rates for unforeseen work not within the scope of this RFP.
- 1.4 Proponents are to set out payment terms as well. The City prefers Proposals which tie each payment into the delivery of identifiable deliverables. Accordingly, the Proponent is to describe what it considers to be the key deliverables required by this RFP and then set out the maximum payment amount to be paid upon delivery of each such deliverable.
- 1.5 Proponents shall complete Tables 1 and 2 below including estimated staff time by person and costs associated with major work items and deliverables as outlined in the five (5) components listed in Schedule A, section 3.0, Timelines and Deliverables. Table 1 should include the following:

- a) The hourly charge out rate for the Contractor's Functional Team Lead assigned to the project

Table 1:

Job title	Hourly rate (CDN)
Functional Team Lead	
Other: _____	

- b) A breakdown of the total upset price budget into the costs associated with each team member inclusive of fees and disbursements
- c) A description of all disbursements including a maximum amount for each
- d) A description of all costs associated with Sub-Contractors

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SCHEDULE B - PRICING**

- e) A description of all costs, organized as above, for any additional proposed scope of work related to this project. For example, where additional meetings are requested by the City, describe how these would be charged to the City.

TABLE 2: Costs for Services

DESCRIPTION OF WORK PHASES	NUMBER OF HOURS PER WORK PHASE (APPROX)	SUB-COMPONENTS OF DELIVERABLE	SUB-COMPONENT DELIVERY DATE	MAXIMUM FEES & DISBURSEMENTS AMOUNT OF DELIVERABLE
1) Preparation Phase				
2) Business Blueprint Phase				
3) Realization Phase				
4) Final Preparation Phase				
5) Go Live and Support Phase				
Complete Services Delivery Date (Firm)				
Total Amount for Complete Services =				\$[_____], not including GST or PST

2.0 Alternative Pricing Solutions:

- 2.1 Proponents may offer alternative pricing options.

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SCHEDULE C - DEVIATIONS AND VARIATIONS

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

Where the Proponent is proposing the use of contract language or clauses other than those set out in the Professional Services Agreement, such clauses should be attached to this Schedule C. The City will assume such clauses are in addition to those in the Professional Services Agreement unless otherwise indicated by the Proponent.

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SCHEDULE D - SUB CONTRACTORS**

The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Professional Services Agreement.)

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

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



Request for Proposal

No. PS07128

Consulting Services for the SAP E-Recruitment Implementation Project

To acknowledge your intent to submit a Proposal, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, Tuesday, November 20, 2007.

Phillip Lo
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company WILL / WILL NOT submit a Proposal for
"RFP PS07128 - Consulting Services for the SAP E-Recruitment Implementation Project"
by the closing date Tuesday, November 27, 2007 at 3:00:00 P.M.

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date

**CITY OF VANCOUVER
CONSULTING SERVICES FOR THE CITY OF VANCOUVER
SAP E-RECRUITMENT IMPLEMENTATION PROJECT**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2007

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

[SUCCESSFUL PROPONENT'S LEGAL NAME, ETC. TO BE INSERTED]

(the "Contractor")

OF THE SECOND PART

BACKGROUND:

- A. By way of Request for Proposals No. PS07128 (the "RFP"), the City requested proposals from pre-qualified firms for the provision of Professional Services for the implementation of SAP modules.
- B. In response to the RFP, the Contractor submitted a detailed proposal (the "RFP Proposal").
- C. After evaluating the Contractor's and other proponents' proposals, City Council authorized City staff to enter into negotiations with the Contractor for a legal agreement based on both the RFP and the RFP Proposal and on such other terms and conditions considered acceptable to the City and the Contractor.
- D. The City and the Contractor have now completed those negotiations and have agreed to the following terms and conditions.

THE CITY AND CONTRACTOR NOW AGREE AS FOLLOWS:

1.0 INTERPRETATION

- 1.1 The following words and terms, unless the context otherwise requires, have the meanings set out below:

"Affiliated Organizations" means any legal entity or unincorporated association falling within any of the following categories:

- (a) non-profit corporations or unincorporated associations to whom substantial funding or subsidies are provided by the City,
- (b) any Affiliate of the City which provides services authorized or required by the *Vancouver Charter*,
- (c) governmental authorities to whom the City is required to provide administrative services as a result of provincial legislation mandating or authorizing the provision of such services.

"Agreement" means the agreement between the City and the Contractor as set out in the Contract Documents.

"Business Day" means a weekday (Monday to Friday) that is not a "holiday" as defined in the *Interpretation Act* of British Columbia.

"City's Project Manager" means the City's employee, or his or her delegate, who is authorized in writing to deal with the Contractor on behalf of the City in connection with the goods or services to be provided by the Contractor, or to make decisions in connection with the Contract Documents.

"Contract Documents" means this Professional Services Agreement, the Contractor's RFP Proposal, the RFP and such other documents as listed in this Professional Services Agreement, including all amendments or addenda agreed between the parties.

"Contractor" means the successful proponent.

"Deliverables" means each component of the services to be provided by the Contractor, as further defined in Schedule A - *Requirements*, Section 3.4 of the RFP.

"Laws and Regulations" has the meaning set out in Section 2.4.

"Material" has the meaning set out in Section s.17.1 (a).

"mySAP Software" means the software licensed by SAP Canada Inc. to the City pursuant to the MySAP Software License.

"mySAP Software License" means the agreement dated November 7, 1997 between the City and SAP Canada Inc. pursuant to which SAP Canada Inc. licensed its MySAP Software (including all SAP Releases and SAP Versions as those terms are defined in the MySAP Software License) to the City and its Affiliated Organizations.

“Project Schedule” has the meaning set out in Section 2.2.2.

“Project Team” has the meaning set out in Section 2.2.3.

“Proprietary Information” has the meaning set out in Section 17.3 (a).

“Services” has the meaning set out in Section 2.1.

“Term” means the term of this Agreement as specified in Section 12.

“WorkSafe BC OH&S Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (British Columbia Regulation 296/97, as amended by British Columbia Regulation 185/9) enacted pursuant to such Act, including all amendments to or re-enactments of such Act or Regulations from time to time.

1.2 The terms and conditions of this Agreement including all Appendices are complementary and what is called for by 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 terms and conditions of this Agreement, such terms and conditions will take precedence and govern in the following order of priority, from highest to lowest:

- 1.2.1 this Professional Services Agreement;
- 1.2.2 the Contractors Proposal; and
- 1.2.3 the RFP.

1.3 The section headings used in this Agreement are for convenience of reference only and do not affect its interpretation.

2.0 CONTRACTOR'S SERVICES TO THE CITY

2.1 The Contractor will provide and be fully responsible for the following services (collectively, the "Services"):

2.1.1 Services as described in Part [___], Section [___] of the RFP attached as Appendix A;

2.1.2 Services as described in Part [___], Section [___] of the RFP Proposal attached as Appendix B;

2.1.3 [Note: List out all other relevant documentation describing Services].

2.2 The Contractor will be fully responsible for:

2.2.1 taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Section 8.0 - *Insurance*;

2.2.2 adhering to the project schedule and deliverable deadlines for the Services as described in Part [___], Section [___] of the RFP Proposal (the “Project Schedule”);

2.2.3 maintaining and supervising the project team members as described in Part [___], Section [___] of the RFP Proposal (the “Project Team”); and

- 2.2.4 scheduling, requesting and maintaining the stated requirements and resources to be provided by the City in order to facilitate the Contractor's performance of the Services as described in Part [___], Section [___] of the RFP Proposal (the "City Resources").
- 2.3 The Contractor represents and warrants to the City that the Contractor possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the satisfaction of the City.
- 2.4 The Contractor 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, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and courts having jurisdiction (collectively, "Laws and Regulations") applicable at the time of design.
- 2.5 The Contractor will commence the Services promptly and will use every reasonable endeavour to carry out the Services in such a manner so as to fulfill the completion dates (a) set out in this Agreement, (b) the Project Schedule (as defined in Section 2.2 above), and (c) where no such dates are set out in this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Contractor agrees that in the event the Contractor does not complete the Services to the satisfaction of the City during the term of this Agreement, the Contractor will spend such additional time (at its own expense) as is reasonably required to complete the Services.
- 2.7 The Contractor will not permit, do or cause anything to be done at any time which will 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 Work Site or to the Contractor's personal property within this Work Site.

3.0 PROJECT TEAM/MANAGEMENT

- 3.1 Subject to Section 3.2 below, the Contractor will utilize only the Project Team members named in the Contractor's Proposal for the provision of the Services.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Contractor may not make substitutions of Project Team members without the prior written consent of the City, whose consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section, "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 Contractor or its affiliates.

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

4.0 SUB-CONTRACTORS

- 4.1 Except as expressly permitted pursuant to Section 3.0 above, the Contractor confirms that it does not intend to utilize any sub-contractors or sub-Contractors for the performance of any part of the Services, except for the individual Project Team members named in the Contractor's Proposal, who may be retained by the Contractor on an independent or dependent contractor basis (the "Sub-Contractors") rather than a contract of employment basis.
- 4.2 Except as expressly permitted pursuant to Section 3.0 above, the Contractor may not engage sub-contractors or sub-Contractors for the performance of any part of the Services, unless the Contractor has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.3 The Contractor 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 Contractor.
- 4.4 Where a Sub-Contractor is used by the Contractor under this Agreement, the Contractor will legally bind the Sub-Contractor to comply with this Agreement.
- 4.5 Nothing in this Agreement will create any contractual relationship between a Sub-Contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONTRACTOR

- 5.1 In consideration of the Services performed by the Contractor to the satisfaction of the City and in strict conformity with the terms of this Agreement, the City will pay the Contractor the fees and reimbursable expenses set out in this Agreement, plus the Goods and Services Tax as applicable.
- 5.2 Subject to the other terms of this Agreement, payment to the Contractor will be based on:
- 5.2.1 hours worked by the Project Team members in providing the Services multiplied by the hourly charge-out rates set out in Schedule B, and
- 5.2.2 the direct out-of-pocket expenses necessarily incurred in providing the Services and expressly permitted to be charged separately under this Agreement.
- 5.3 Despite anything to the contrary in this Agreement,

- 5.3.1 the maximum total of the fees and disbursements to be paid by the City to the Contractor for each Deliverable will not exceed the amounts set out in Table 1 below for that Deliverable, and
- 5.3.2 as this is a “time and materials” contract (subject to a maximum fees and disbursements limit) and no portion of this Agreement is a “fixed price” contract for Services, accordingly:
 - 5.3.2.1 where the aggregate of the time and materials utilized by the Contractor to deliver each Deliverable is less than the maximum amounts set out in Table 1 below, the City will only pay for the aggregate of the time and materials at the hourly rates and reimbursable disbursement amounts set out in this Agreement; and
 - 5.3.2.2 where the aggregate of the time and materials utilized by the Contractor to deliver each Deliverable exceeds the maximum amounts set out in Table 1 below, the City will only pay the maximum amount applicable for that Deliverable in Table 1 below.

However, where some Deliverables are “under budget” and other Deliverables are “over budget”, the Contractor may be permitted (subject to approval by the City’s Project Manager) to transfer its time or material expenses between any of the different Deliverables referred to in Table 1 below.

TABLE 1: Costs for Services

DESCRIPTION OF DELIVERABLE	SUB-COMPONENTS OF DELIVERABLE	SUB-COMPONENT DELIVERY DATE	MAXIMUM FEES & DISBURSEMENTS AMOUNT OF DELIVERABLE
Complete Services Delivery Date (Firm)			
Total Amount for Complete Services =			\$_[_____], not including GST or PST

- 5.4 Despite anything to the contrary contained in this Agreement, except for Section 6, the maximum liability of the City for all fees and disbursements for the complete Services will be the “Total Amount” set out in the last line of Table 1 above.

- 5.5 Where additional fees or disbursements are to be paid by the City to the Contractor for increases in the scope of the Services provided by the Contractor, they will not exceed the amount mutually agreed in writing pursuant to Section 6.0. The maximum amounts on fees and disbursements as set out in Table 1 above will in no way diminish the duties and obligations of the Contractor to provide the Services covered by this Agreement.
- 5.6 Subject to the maximum liability of the City under Table 1 above, disbursements for which the City will reimburse the Contractor will be limited to the following:
- Transportation costs, including travel time and accommodation for all the Project Team members to meetings requested by the City at locations other than the Contractor's offices to a maximum of \$0.41 per kilometre.
- 5.6.1 Long distance telephone calls, telegrams and telex.
- 5.6.2 Photocopies to a maximum of \$0.20 per page.
- 5.6.3 Delivery of correspondence by courier, where this method of delivery has been requested by the City.
- Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- All other expenses not listed above are now deemed to be expressly included in the Contractor's fees.
- 5.7 If the Contractor has engaged Sub-Contractor(s) pursuant to Sections 3.0 and 4.0 above, then the Contractor will make full payment to those Sub-Contractor(s) for work performed in relation to the Services.
- 5.8 Where the City and Contractor have expressly stated in Table 1 (or by subsequent written agreement or amendment to Table 1) that certain Services to be performed by a Sub-Contractor are to be paid for separately from the other Services, the City will reimburse the Contractor for payments made to such Sub-Contractor(s) at amounts equal to the actual payments made to that Sub-Contractor by the Contractor without any additions for overhead and profit.
- 5.9 The Contractor will submit invoices to the City on or before the 10th day of each month. Each invoice will list the names, hours worked and pay rates of all Project Team members that have provided services for each Deliverable that month, the total amount of previous payments made by the City for that Deliverable, and the percentage completion for each Deliverable. Each invoice will show separately the applicable amount of the Goods and Services Tax and the Provincial Sales Tax.

Attached to each invoice will be copies of: (a) invoices for all disbursements claimed categorized according to Deliverable; (b) confirmation of payments made to Sub-Contractor(s) for the previous month for each Deliverable; and a brief report detailing work completed to date, work completed during the month covered by the invoice and work outstanding to complete each Deliverable.

The City will pay the Contractor on a time and materials basis, as discussed above, up to 90% of the maximum budget for each Deliverable, with the final 10% paid once all deliverables are received, reviewed and approved by the City's Project Manager.

- 5.10 Despite anything to the contrary in this Agreement, the City will never be obligated to pay the Contractor a greater percentage of total fees and disbursements than the degree of percentage completion of each Deliverable as set out in Table 1.
- 5.11 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Contractor'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.
- 5.12 The Contractor 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. All such accounts and records will not be disposed of by the Contractor without the prior written consent of the City. 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 Contractor 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 Contractor, vary the scope of Services to be provided by the Contractor. In that case and where this Agreement contains a delivery date(s) and/or limit(s) as to the maximum fees and disbursements to be paid to the Contractor in Table 1 for all or any part of the Services, such delivery date(s) and/or limit(s) 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 Contractor consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Contractor shall so advise the City's Project Manager within ten days (in writing) of such request or instruction. Without said written advice 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 Contractor.

7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Contractor now releases the City, its 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 Contractor, 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 Contractor acknowledges that the Contractor has inspected the site, agrees to accept the site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Contractor to perform the Services.

- 7.3 Despite the provision of insurance coverage by the City, the Contractor hereby agrees to indemnify and save harmless the City, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that the City 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 Contractor, 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 the City or its officers, employees or agents.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

8.1 General

- (a) Required Coverage - The Contractor will comply at all times with the insurance provisions set out in this Professional Services Agreement - Appendix 4.
- (b) Limitations - The requirements set out in this Appendix 4 do not limit any insurance requirements imposed on the Contractor by municipal, provincial or federal law.
- (c) Additional Coverage - It will be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, is necessary or advisable for the Contractor's own protection and/or to fulfill the Contractor's obligations under this Agreement. Any additional insurance will be provided and maintained by the Contractor at its own expense.

8.2 Requirements for All Policies

- (a) Minimum Limits - Without limiting any of its obligations or liabilities under this Agreement, the Contractor and its Sub-Contractors and subcontractors will obtain and continuously carry during the Term of this Agreement, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.
- (b) Premiums - The Contractor will pay all premiums and deductible costs for all insurance required to be effected under this Agreement provided always that under no circumstances does the payment of such premiums give the Contractor any interest in the proceeds of such insurance or any control over such policies as they relate to the City's interests.
- (c) Insurers - All policies must be written with companies licensed to do business in British Columbia with a financial rating of VIII or better and a policy holder's rating of A- or better in the latest edition of *Best Rating Guide on Property and Casualty Insurance Companies*.
- (d) Form of Policy - All insurance policies must be in a form acceptable to the

City's Director of Risk Management. Self-funded, policy fronting or other non-risk transfer insurance mechanisms are not permitted.

- (e) Notice to City - All insurance policies must provide the City with 30 days' prior written notice of material change, lapse or cancellation. The policy must provide that the notice will identify the Contract title, number, policy holder, and be delivered in accordance with Section 18.0 - *Notices* of this Agreement.
- (f) Insurance Obligations Separate - Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of this Agreement with respect to the liability of the Contractor or otherwise.
- (g) Primary Coverage - The insurance coverage will be primary insurance in respect to the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees or agents will be excess to the insurance effected by the Contractor under this Agreement and will not contribute with it.
- (h) Properly Disclose - The Contractor will properly disclose all risks in each insurance application, ensure that it does not violate or void any policy and will otherwise comply at all times with the requirements of the insurers and underwriters.
- (i) Failure to Provide - If at any time the Contractor fails to provide a certificate of insurance or certified copies of all insurance policies as required in Section 8.3 - *Evidence of Insurance*, the City may (but is not obligated to or liable for the manner in which it does so) effect such insurance on behalf of the Contractor and the cost of doing so will be paid by the Contractor to the City upon request and, in any event, within five (5) calendar days of such a request.

8.3 Evidence of Insurance

- (a) Proof of Insurance - Prior to commencement of this Agreement, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of a detailed Certificate of Insurance attached as Appendix 3 supported by a certified copy(ies) of the policy(ies). The certificate of insurance must identify the Contract Title, number, policy holder and contract subject-matter, and must not contain any disclaimer. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies, will be made available to the City's Director of Risk Management at any time upon request.
- (b) Cause Sub-Contractors to Carry - The Contractor will ensure that those Sub-Contractors of the Contractor named below will place and maintain the same type of Professional Liability (Errors and Omissions) insurance, and for the same period of time, as is required of the Contractor, except that the policy limits must be no less than the amounts indicated below for each respective Sub-Contractor:

[Insert Sub-Contractor No. 1]. - \$[_____]per claim/\$[_____] in aggregate

[Insert Sub-Contractor No. 2]. - \$[_____]per claim/\$[_____] in aggregate

[Insert Sub-Contractor No. 3]. - \$[_____]per claim/\$[_____] in aggregate

[THE LIMITS WILL DEPEND ON THE NATURE AND VALUE OF EACH SUB-CONTRACTOR'S WORK, AND THESE LIMITS WILL BE SUBJECT TO REVIEW BY THE CITY'S RISK AND EMERGENCY MANAGEMENT DEPARTMENT.]

Upon request, the Contractor will deposit with the City's Director of Risk Management detailed certificates of insurance for the policies it has obtained from its Sub-Contractors and a copy of the insurance-related clauses from those agreements. For further certainty, the above requirements will apply to all replacement and substitution Sub-Contractors.

8.4 Commercial General Liability ("CGL") Insurance

- (a) Must Carry CGL - The Contractor will maintain insurance in sufficient amounts and description to protect the Contractor, its Sub-Contractors, the City and their respective officers, officials, employees and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.
- (b) \$2,000,000 - The limit of commercial general liability insurance must be not less than \$2,000,000 per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.
- (c) Form of Policy - The policy of insurance will:
 - i. be on an occurrence form,
 - ii. add the City and its officials, officers, employees and agents as additional insureds,
 - iii. contain a cross-liability or severability of interests clause,
 - iv. extend to cover non-owned automobiles, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery, and
 - v. have a policy deductible not exceeding two thousand five hundred dollars (\$2,500) for any one accident or occurrence.
- (d) Primary Insurance

Pursuant to Section 8.2(g) - *Primary Coverage*, the Contractor's commercial general policy will be primary insurance in respect to the City.

8.5 Motor Vehicle Liability Insurance

The Contractor will maintain motor vehicle liability insurance for owned and leased or licensed vehicles with limits of \$2,000,000 inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident. Whether or not the policy has been issued pursuant to a government operated automobile insurance system, the Contractor will provide the City's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Contractor and its permitted Sub-Contractors used in connection with this Agreement.

8.6 Professional Liability (Errors and Omissions) Insurance

- (a) Form of Coverage - A Professional Liability Insurance policy will be arranged and maintained in full force by the Contractor for the Term of this Agreement and for a further period of two (2) years following expiry of the Term. The policy must protect the Contractor and its officers, officials, employees and agents performing services for and on behalf of the Contractor against all liability resulting from an error, omission or negligent act in the provision of the Services under this Agreement.
- (b) \$1,000,000 - The limit of this policy must be no less than \$1,000,000 per claim, and \$2,000,000 annual aggregate.
- (c) Deductible - The policy will provide for a limit of deductibility of not greater than \$50,000.
- (d) Project Specific - The insurance coverage provided by the policy may be "Project Specific".

8.7 Property Insurance

- (a) Form of Coverage - The Contractor will maintain an All-Risks insurance policy covering the Contractor's property of every description.
- (b) Waiver of Subrogation - The policy must contain a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officers, officials, employees or agents (a "Waiver of Subrogation").
- (c) All Property Insurance Must Contain Waiver - All property insurance policies of any kind carried by the Contractor must contain a Waiver of Subrogation in favour of the City (whether or not such property insurance is carried as a requirement of this Agreement).

9.0 WORKER'S COMPENSATION BOARD

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

9.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Contractor 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 Workers'

Compensation Board assessments owing from any person or corporation engaged by the Contractor 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 the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- 9.3 With respect to any and all Services provided by the Contractor or its Sub-Contractors at the City's Site, the Contractor is now appointed and now accepts appointment as the "prime contractor", as defined by the *Workers Compensation Act* (British Columbia) and its associated regulations, including all amendments thereto from time-to-time, (collectively, the "WCB Legislation"), for the purposes of this Agreement, but only with respect to the Contractor's and its Sub-Contractors' employees, contractors and agents, and only with respect to the WCB Legislation that applies to their conduct independently of the City's compliance with the WCB Legislation that applies to the condition or contents of the City's site(s).

10.0 CITY INFORMATION/APPROVALS

- 10.1 The City acknowledges that the Contractor's ability to provide the Services in accordance with this Agreement will be dependent on the City providing the City Resources in a prompt and timely manner as reasonably required by the Contractor. To the extent that the City fails to provide the City Resources, the Contractor will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will this delay or failure to provide City Resources constitute a breach of this Agreement by the City, nor will the Contractor be entitled to extra compensation for same.
- 10.2 No reviews, approvals or inspections carried out or information supplied by the City Resources will derogate from the duties and obligations of the Contractor (with respect to design or otherwise), and all responsibility related to the Services will be and remain with the Contractor.

11.0 COMMUNICATION BETWEEN CONTRACTOR AND CITY

- 11.1 The City appoints _____, of the _____ Department, as the City's Project Manager for the purposes of this Agreement.
- 11.2 The Contractor appoints _____, of the _____ Department, as its representative for the purposes of this Agreement (the "Contractor's Project Manager").
- 11.3 All material communication between the Contractor and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Contractor's Project Manager.

12.0 TERM OF AGREEMENT

- 12.1 The Term of this Agreement will commence on _____, 2007 and will expire on _____, 2007.

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 Contractor in whole or in part by giving 10 calendar days prior written notice (signed by the City's Project Manager) to the Contractor. If termination is not for cause, the Contractor will be paid at the rate prescribed 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 Contractor's "necessary and reasonable wind up costs incurred" pursuant to Section 13.1 exceed [_____].

14.0 ASSIGNMENT

- 14.1 The Contractor 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 Contractor will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Contractor have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Contractor, provided always that the Contractor:
- 14.1.1 first provides the City with reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- 14.1.2 first provides the City with 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 The Contractor acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which are confidential to the City, and such information is the exclusive property of the City. The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor, and agrees not to disclose same to any third party either during performance of the Services or after the Services have been rendered under this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

17.0 OWNERSHIP OF DOCUMENTS AND COPYRIGHT**17.1 Ownership of Intellectual Property**

- (a) All training materials, drawings, audiovisual materials, information, computer systems, software or programs, plans, models, designs, specifications, reports and other documents or products produced, modified, enhanced, developed or implemented by SAP Contractor, its employees and Contractors as a result of the provision of the Services (the "Material") shall be the sole property of the City, and the City shall have the right to utilize all of the Material for its benefit in any way it sees fit, subject to SAP Contractor's Intellectual Property Rights.
- (b) All proprietary and intellectual property rights ("SAP Contractor's Intellectual Property Rights") in any SAP Contractor Intellectual Property incorporated or embedded in the Material, or used to provide the Services, will remain the exclusive property of SAP Contractor and/or its licensors. "SAP Contractor Intellectual Property" means
 - (i) all know-how, methodologies, technology, documentation, data files, templates, tools or software (in executable code and source code) or any other materials, information or data developed or owned by or licensed to SAP Contractor prior to the provision of the Services under this Agreement, and
 - (ii) all corrections, improvements and enhancements thereto.
- (c) The Material shall be delivered by SAP Contractor to the City forthwith following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to SAP Contractor requesting delivery by SAP Contractor to the City of all or any part of the Material in which event SAP Contractor shall forthwith comply with such request.
- (d) SAP Contractor hereby transfers to the City title in and to any of the Material and assigns to the City sole copyright in the Material and waives, in favour of the City and its Affiliated Organizations only, all moral rights thereto. SAP Contractor agrees that title to the Material is to be considered to have been

transferred, and any copyright in the Material is to be considered to have been assigned by SAP Contractor to the City upon creation of the Material. SAP Contractor shall obtain in writing, from its employees and Contractors and from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgments necessary to transfer title to and copyright in the Material to the City and to waive the moral rights in respect thereof.

- (e) SAP Contractor hereby represents and warrants that the Material will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

17.2 Perpetual Enterprise License of SAP Contractor Intellectual Property

SAP Contractor now grants to the City and each of its Affiliated Organizations a perpetual, fully paid-up, non-exclusive license to use any SAP Contractor Intellectual Property incorporated or embedded in the Material for all purposes for which and in the same manner and to the same extent as the City and its Affiliated Organizations are permitted to utilize the MySAP Software pursuant to the MySAP Software License, but for no other purpose and in no other manner. The City now confirms to SAP Contractor that the MySAP Software License contains certain restrictions on assignment and sublicensing which the City agrees will be binding to the same extent and in the same manner (with all the necessary changes in wording) to the SAP Contractor Intellectual Property. Neither the City nor any of its Affiliated Organizations shall have any right to sublicense the SAP Contractor Intellectual Property or otherwise use same to provide, perform or furnish any service that could compete with or be used in lieu of SAP Contractor's services (other than services to the City and its Affiliated Organizations).

17.3 Confidential and Proprietary Information

- (a) *SAP Contractor's Confidential and Proprietary Information - Defined*

The City now recognizes that for the purposes of this Section 17, "Proprietary Information" means, with respect to SAP Contractor, the SAP Contractor Intellectual Property and related documentation and source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in the SAP Contractor Technology including the structure sequence and organization, and any benchmark or survey results, and any other information reasonably identifiable in writing as the confidential or proprietary information of SAP Contractor.

- (b) *City's Confidential and Proprietary Information - Defined*

SAP Contractor now recognizes that for the purposes of this Section 17, "Proprietary Information" means, with respect to the City,

the Material, the MySAP Software and all other City-owned or licensed software or proprietary information including, by way of example only, City-made modifications or extensions, and related documentation, source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in such software including

the structure sequence and organization, and any benchmark or survey results,

any and all information obtained by SAP Contractor from the City or its affiliated organizations through the course of carrying out this Agreement, including any compilations of otherwise public information,

any and all information the disclosure of which is restricted by the *Protection of Privacy and Freedom of Information Act*, and

any other information reasonably identifiable in writing as the confidential or proprietary information of the City.

(c) *Restrictions/Limitations on What is Proprietary Information*

For further certainty, "Proprietary Information" excludes any part of such information which:

- (i) is or becomes publicly available through no act or failure of the recipient party, or
- (ii) was or is rightfully acquired by the recipient party from a source other than the disclosing party prior to receipt from the disclosing party, or
- (iii) becomes independently available to the recipient party as a matter of right (and such right is recorded in writing and is exercisable without any obligation of confidentiality), or
- (iv) is compelled to be disclosed pursuant to law, provided that the party potentially prejudiced by such process is promptly notified by the recipient party and given any available opportunity to obtain a protection order or other remedy against disclosure and that if so compelled, the recipient party being ordered to disclose shall only furnish that portion of the Proprietary Information that it is legally required to furnish.

17.4 **Obligations of Recipient Party**

- (a) SAP Contractor and the City now confirm and agree not to make use or permit any other party to make any use of the Proprietary Information except for the limited purposes contemplated by this Agreement.
- (b) The City and SAP Contractor now agree to limit disclosure of the Proprietary Information to only those of its employees, officers, directors, or third parties, whose access is necessary to carry out the intent of this Agreement. Prior to disclosing any Proprietary Information to any third party, the City and SAP Contractor will obtain from that third party a written acknowledgment that the third party will be bound by this Section 9.4(c) with respect to the Proprietary Information. SAP Contractor and the City will take all reasonable steps and the same protective precautions to protect the other's Proprietary Information from disclosure to third parties as it does with its own proprietary and confidential information provided that the standard of care utilized will not in any case be less than that which would be taken by a reasonable person to safeguard information of like commercial or public interest value.

(c) *MySAP Software License*

For further certainty, SAP Contractor now confirms that, as an SAP Partner, it has obtained all necessary contractual licenses and permits necessary from SAP Canada Inc. to ensure that the City will not be in breach of the MySAP Software License in making the MySAP Software available to SAP Contractor and its Contractors for the purposes of this Agreement without SAP Contractor and each of its Contractors first signing the Third Party Access Non-Disclosure Agreement (as that term is defined in the MySAP Software License).

17.5 Appendices

Subject always to Section 1.2, the following Appendices are deemed to be attached to and will form an integral part of this Agreement, whether or not actually attached to this Agreement:

Appendix A - Pricing/SAP Contractor Project Team,
Appendix B - Project Schedule and Deliverables,
Appendix C - Roles and Responsibilities,
Appendix D - Deliverables/Acceptance Criteria,
Appendix E - RFP Proposal (not attached to execution copy of Agreement),
Appendix F - RFP (not attached to execution copy of Agreement),
Appendix G - Letter From SAP Contractor's Legal Counsel Confirming Corporate Matters.

17.6 Surviving Provisions

Despite the expiry or sooner termination of this Agreement, those terms and conditions which are intended or are in their context capable (whether or not expressly) of operating afterwards will continue in full force and effect. Without limiting the generality of this Section (unless the City elects otherwise), the perpetual license granted by SAP Contractor to the City will not terminate, but will survive the expiry or sooner termination of this Agreement.

18.0 NOTICES

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

- 19.1 The Contractor agrees that during the Term of this Agreement and at all times thereafter, the Contractor will not, without the express consent of the City's Project Manager, assist any person to become acquainted with the clients of the City, and will not divulge or disclose the name or address of a client of the City and, without limiting

the generality of the foregoing, will not take any advantage, directly or indirectly, of contracts established between the Contractor and the clients of the City during the Term of this Agreement.

- 19.2 The Contractor agrees that during the Term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, the Contractor will not, without the express consent of the City's Project Manager, directly or indirectly, as an individual, as a member, employee, or agent of a firm, as a shareholder, director, officer, employee or agent of a corporation, or as part of any other organization or group, participate in, assist, engage in, advise or consult for, permit the Contractor's name to be used by, or be in any way connected with any business similar in nature to all or any part of the City's business or which competes in any way with the City's business.

20.0 NO CONFLICT OF INTEREST

- 20.1 The Contractor agrees that during the Term of this Agreement, the Contractor 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 Contractor's. Without limiting the general scope of this Section 20.1 and by way of example only, the Contractor 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 Tender or otherwise giving that person an unfair competitive advantage over other proponents responding to a Request for Proposals or Tender by the City. The Contractor now acknowledges that a breach of this Section 20.1 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).
- 20.2 The Contractor now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Contractor'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.

21.0 NON-RESIDENT WITHHOLDING TAX

- 21.1 If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* of Canada as amended, then, and the Contractor hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Revenue Canada, Taxation sums not greater than the greater of:
- 21.1.1 25% of all monies payable under this Agreement; and
 - 21.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.

The City will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no

interest will be payable by the City on sums withheld, not remitted as aforesaid, and later paid directly to the Contractor.

22.0 COMPLIANCE WITH LAW

22.1 The Contractor will comply with the City of Vancouver License By-law and maintain a valid Business License throughout the duration of the Agreement.

22.2 The Contractor agrees that it will obey all laws and by-laws whether municipal, provincial or federal.

23.0 RESOLUTION OF DISPUTES

23.1 This Agreement will be governed by the laws of the Province of British Columbia and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

24.0 INDEPENDENT CONTRACTOR

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

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

25.0 INDEPENDENT LEGAL ADVICE

25.1 The Contractor acknowledges that the Contractor has been advised to seek independent legal advice before executing this Agreement.

26.0 LEGALLY BINDING AGREEMENT

26.1 This Agreement will benefit and be legally binding on the parties and their successors and permitted assigns.

26.2 This is the entire agreement between the Contractor and the City regarding its subject, and it terminates or nullifies any negotiations, other agreements or representations made by or between the Contractor and the City. Any modification of this Agreement must be in writing and executed by both the Contractor and the City.

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

CITY OF VANCOUVER

BY: _____ (Seal)
Authorized Signatory

(Full and Precise Name of Contractor)

BY: _____
Authorized Signatory - State Title



CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND SUBMITTED ALONG WITH PROPOSAL

Section 1 - to be completed by City staff
Section 2, 3, 4, 5, 6, 7 & 8 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
Attn
Tel (604) Fax (604)
Email

And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

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

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

INSURER Insured Values (Replacement Cost) -
TYPE OF COVERAGE Building and Tenants Improvement \$
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 Tenant's 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 If vehicles are insured by ICBC, complete and provide Form APV-47.

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

INSURER Limits of Liability (Bodily Injury and Property Damage Inclusive) -
POLICY NUMBER Per Occurrence \$
POLICY PERIOD From to Aggregate \$
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 REQUIRED 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 NAMED INSURED (Contractor/Tenant/Lessee/Permittee/Licensee)

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE Dated

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