



REQUEST FOR PROPOSALS

**CONSULTANT SERVICES FOR A LOCAL FOOD ACTION PLAN (“LFAP”) UPDATE FOR
THE VANCOUVER PARK BOARD**

RFP No. PS20200466

Issue Date: June 19, 2020

Issued by: City of Vancouver (the “City”)

SUMMARY

The Vancouver Board of Parks and Recreation (“Park Board”) is seeking to develop an update to its first Local Food Action Plan (“LFAP”) which was adopted for implementation in 2013. The new LFAP will guide the Park Board’s food-related work for a 5 year term from 2021-2025. This LFAP update will also direct the Park Board in its continued efforts to support just and sustainable local food systems for communities across the city.

PART A INSTRUCTIONS AND INFORMATION

I. INSTRUCTIONS

- I.1 The City is interested in selecting an entity (each, a “**Proponent**”) that submits a proposal (each, a “**Proposal**”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be nine months, with the City’s option to extend if required.

However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

- I.2 Proponents should submit their proposals on or before 3:00pm on the 23rd day of July, 2020 (the “**Closing Time**”) by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
- Deadline for inquires: July 16, 2020. Inquires must be sent to patrick.edwards@vancouver.ca prior to the inquiry deadline.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

- I.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the “**Proposal Form**”), completed and duly executed by the relevant Proponent.

- I.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

- I.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- I.6 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

II. CHANGES TO THE RFP AND FURTHER INFORMATION

- II.1 The City may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

III. EVALUATION OF PROPOSALS

- III.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	60%
Financial	40%
Total	100%

IV. CITY’S DISCRETION

- IV.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Scope of Work or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Scope of Work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

V. LEGAL TERMS AND CONDITIONS

- V.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 2. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 2: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

PART B - SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “**Scope of Work**”) IS current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

1.0 Introduction

The Vancouver Board of Parks and Recreation (“**Park Board**”) is seeking a consultant team to develop an update to the 2013 Local Food Action Plan (“**LFAP**”). This update will guide the Park Board’s food-related initiatives for a 5 year term (2021-2025) and will instruct how Park Board-managed assets and services can support multiple Park Board and City of Vancouver (“**City**”), goals related to local food, and reflect changes in key issues, policy, priorities, and trends since 2013.

The original LFAP was adopted by the Park Board in 2013 and informed the enhancement of the local food landscape, guided by 5 goals and 55 actions. Many of the 55 actions detailed in the LFAP were achieved in the 5-year timeframe of the LFAP and have resulted in a more robust local food landscape in Vancouver. Since 2013, relevant Park Board plans and strategies (described below) have been adopted that will help to guide the Park Board’s continued support of local food through this Plan update for 2021-2025.

The 2013 Vancouver Food Strategy, a complementary strategy developed by the City, defined food assets as “resources, facilities, services or spaces that are available to residents of the City, either at the city-wide or neighbourhood scale, and which are used to support the City’s food system. Alongside physical food assets are human capacity or social food assets.”

Local food is defined as food that is produced within a short distance from where it is consumed; it is often associated with local, social and economic support networks that strengthen communities. Local food is important not only for sustenance, but as a vehicle for connecting communities to one another, to healthy food and to opportunities to develop skills and relationships to one another and the land. Food plays an integral role in helping achieve social, recreational, environmental, economic and health goals for the city. It intersects multiple fields to enable synergies between various goals and actions taken at the individual, community and municipal level.

2.0 Background

The Park Board stewards more than 240 public parks (roughly 1,160 hectares of land) in Vancouver, as well as 55 recreation facilities rich in food assets that strengthen neighbourhood food networks across the city (Appendix 12).

The Park Board has a mandate to support active and healthy communities. The 2013 LFAP (Appendix 12) challenged traditional views that the Park Board can only achieve this mandate through a form of recreation and access to nature. It acknowledges that creating healthy, active and connected communities requires a broader perspective and that food is central to our health, well-being and sense of community.

Following are more details on the 2013 LFAP:

- It was developed by a Task Force designed to increase support for physical and social food assets
- The Task Force comprised members from the Vancouver Food Policy Council, the Vancouver School Board, Neighbourhood Food Networks, food-focused non-profit organizations, and Park Board and City staff.

- The Task Force was supported by the land, facilities and programs working groups, and included more than 35 representatives from a range of non-profits, other public sector organizations, and Park Board and City staff from several departments.

Food-related work conducted by the Park Board and its partners is integral to the health of communities in the Parks and Recreation system. Over the course of seven years, the Park Board and partners have set the stage for a renewed outlook on local food:

- 2013: [Local Food Action Plan](#) and [Vancouver Food Strategy](#)
- 2015: [Park Board Urban Agricultural Policy](#) and [Greenest City 2020 Action Plan Part Two](#) (goals and 2020 targets for local food)
- 2016: [Biodiversity Strategy](#) (enhancement of essential pollinator habitat, etc.); Opportunities for Community Kitchen Facilities in City Affiliated Organizations (for internal use); and [TRC Calls to Action](#)
- 2017: [Parks Control By-law](#) (foraging practices); [Truth-Telling: Indigenous Perspectives on Working with Municipal Governments](#); [Vancouver Food Strategy Progress Report and Action Plan](#); and [Putting Your Kitchen to Work](#)
- 2018: [Reconciliation Mission, Vision and Values](#); [Exploring Park Board's Colonial Roots](#); [Park Board Concession Strategy and Implementation Plan](#); [City-affiliated facility kitchens design guidelines](#); and [Vancouver Community Leaders on the Role of Food in Cultural Inclusion and Engagement](#)
- 2019: VanPlay's [Report 3 Strategic Big Moves](#) and [Report 4 The Playbook, Implementation Plan](#); and [Field House Activation Program Guidelines 2019-2021](#).

2.1 LFAP Update Rationale

To date, the LFAP has guided the Park Board's work to support a just and sustainable food system. In the time since its approval in 2013, the local food landscape and the Park Board's understanding of partners, priorities, trends and needs have evolved. The need to update the LFAP such that it reflects the current food landscape and future needs is demonstrated by:

- the expansion of food assets across the Park Board system in all three areas of land, facilities and programs;
- the adopted policies listed above, in particular [VanPlay](#), specifically its Equity Seeking Initiative Zones;
- a desire to build resilience for local food systems and reflect support for decolonizing the local food system, indigenous food sovereignty, and ongoing food work in underrepresented communities;
- a goal to weave together ecological networks / functions and local food landscapes;
- a recently declared climate emergency in the City of Vancouver, reinforcing the need to limit carbon emissions from food;
- experience and feedback received since 2013 such as garden expressions of interest, garden society waiting lists, and the recommendations on barriers and opportunities re Park Board food assets and services provided in [Vancouver Community Leaders on the Role of Food in Cultural Inclusion and Engagement](#) and;
- gaps and opportunities continuing to be identified as a result of the COVID pandemic.

To keep pace with current food system issues, City staff have engaged with stakeholders and renewed a Food Strategy Action Plan for 2017-2020 (Appendix 12) to integrate new focus areas (food access,

diversity of voices and inclusion, and food system resilience) and the corresponding actions the City is taking. Park Board managed assets and services also have a role to play in this.

3.0 Summary of Consultant Requirements

The Park Board is seeking the services of a consultant team with experience specific to system-wide urban food planning.

The successful proponent requires:

- Experience in system-wide food planning and policy development in an urban context specific to urban agriculture, food-based programming, and public facilities in cities of similar size and complexity to Vancouver
- Experience with conducting long-range action planning, including timelines and resources;
- Experience with convening varying and divergent interests to a supportable conclusion;
- Experience with carrying out projects with a thoughtful and sensitive approach to equity¹

Other desirable skills include:

- A demonstrated understanding of both the socio-economic and cultural complexity of urban food systems
- Experience delivering creative, collaborative, and equalizing engagement strategies
- Experience applying decolonization principles
- Experience working with municipal-level government
- A working knowledge of Vancouver's food systems

The Park Board is committed to Reconciliation with the local First Nations and Urban Indigenous communities. The consultant will be asked to approach the LFAP update with the understanding that the Park Board manages food assets on the unceded territories of the xʷməθkʷəy̍əm (Musqueam), sk̓wx̓wú7mesh (Squamish), and səliwətał (Tsleil-Waututh) Nations and evaluate report content based on the Park Board's relationships with these governments.

4.0 LFAP Update Scope of Work

The LFAP update will direct the Park Board in its continued efforts to support a just and sustainable local food system for communities across the city. The scope of work will include the following:

I. Work Plan and Engagement Plan Development

In collaboration with the Project Manager:

- Develop a Work Plan that incorporates Milestones in Table 1 below. Work plan to be revised as necessary in consultation with the Project Manager.
- Develop an engagement plan including a proposal for an inclusive engagement/meeting process and format

¹ As outlined in *VanPlay Strategic Bold Moves* there are many different interpretations of “equity”. In the context of Park Board assets and services, it relates to distributing resources/investment, reducing barriers to access, and prioritizing effort to areas of the city that have historically been underserved.

II. Research, Data Assembly and Analysis

- Seek out and summarize current research on and innovative examples of urban local food systems including:
 - International trends in food system policy and planning as it relates to Park Board specific food assets
 - BC/Metro Vancouver trends in food systems policy and planning as it relates to Park Board specific food assets
 - Successful collaborative gardening models including governance structures
 - Examples that showcase innovative food policy, planning, strategies, pacts, projects, and programs:
 - From urban municipalities of comparable size and/or complexity
 - Emerging from the climate emergency response from regional, national and notable international community and government organizations
 - Focusing on decolonizing urban food systems and enabling indigenous food sovereignty and land-based practice
- Conduct a literature review and summarize relevant feedback, data, and information from Park Board and City policies, plans and reports as it relates to the LFAP update.
- Compile and summarize any food-related feedback and requests the Park Board has received from the public, stakeholders, and staff since 2013 that are not otherwise outlined in a policy, plan, or report.
- Seek out emergent research and learning regarding the gaps, opportunities, and recommendations being highlighted as part of COVID-19 emergency food response and recovery process. Interview Park Board and City staff who were involved in COVID-19 emergency food response. Summarize and provide recommendations on how Park Board food assets and services 1) can contribute to immediate and long-term recovery and 2) strengthen resilience during future emergencies

III. Assessment of Food Assets and Services

Summarize and assess the current status of Park Board’s food assets and services including, but not limited to:

- Inventory and analysis of current Park Board food services and assets, identifying growth and other trends in the system, this is to be compared with City-wide services and assets
- The existing definition of “food assets” as defined in the 2013 Vancouver Food Strategy and 2013 Park Board LFAP with the aim to update
- Status of the 55 actions outlined in the 2013 LFAP, including evaluating a successes, challenges, opportunities, and changes in priority
- Barriers and systems impacting participation and accessibility to Park Board food assets and services
- Specific trends, needs, and opportunities in the Vancouver food system related to newcomers, indigenous peoples, and the varied populations that are underserved
- Current and future demand for community gardens and other growing spaces in Vancouver
- Citizen perceptions, expectations and priorities regarding the role of parks, recreational facilities, programs, etc. in our local food system and priority food assets
- Participation rates in current garden, kitchen, meal, etc. programming; programming gaps; barriers to delivering needed programs
- Issues, needs, challenges, strengths, gaps and opportunities facing Vancouver’s food assets and services over the next five years

IV. Public Stakeholder Engagements & Staff Steering Committee Meetings

In collaboration with the Project Manager (as described in Section 6.0 Project Governance), develop and support a public, stakeholder, and staff engagement process that includes:

- Developing and implementing an Engagement Plan that is matched to the phases of work and includes a timeline, and schedule of events and tactics for review and approval by the Project Manager
- Ensuring an inclusive and accessible process that is scaled appropriately to the plan update
- Supporting and advising on the process to engage Vancouver's diverse residents, including those whose first language is not English, and in the preparation of materials in differing formats and languages which are reflective of the communities being consulted
- Preparing a Discussion Guide that provides the project background, purpose of the plan update, and a presentation of data and analysis in an accessible manner and format
- Leading the development and sourcing of all consultation materials
- Participating in engagement sessions to gather feedback regarding future priorities, goals, metrics and actions in the revised LFAP
- Developing an Engagement Summary Report summarizing engagement activities, input and feedback, and noting how information was incorporated into the final plan

Staff Steering Committee

Participating in two Staff Steering Committee meeting to present background, purpose, research and gather feedback. Staff will coordinate both meetings.

Stakeholders

With direction from the Project Manager the consultant will advise on the assembly of a Stakeholder Advisory Committee and facilitate stakeholder consultation throughout the project (minimum of four meetings). We anticipate that the stakeholder advisory committee will include representatives from the following food asset areas: land, facilities, capacity building and programs. This may include, but is not limited to, Vancouver Food Policy Council, Neighbourhood Food Networks, Working Group on Indigenous Food Sovereignty, Urban Indigenous Peoples' Advisory Committee, Vancouver Farmer's Market, Community Garden Societies, Community Centre Associations, Greater Vancouver Food Bank, African Descent Society, Community Leaders involved in the [Park Board Sustenance Festival Report](#), Vancouver Coastal Health, Vancouver School Board, Hua Foundation, Vancouver Urban Farming Society, and other interest groups. One-on-one meetings may be required for some organizations with limited capacity to meet. Stakeholder consultation will provide valuable data, insights, experience and guidance to the project.

Public

Develop a survey to test support for the recommendations in the draft plan. The consultant will provide hard copies, and the City of Vancouver website will host the online survey.

V. LFAP Report Drafts

Draft a first (50%) and second version (75%) of the LFAP update with recommendations and an implementation plan. Revisions following each engagement will likely be required to finalize the draft. The final report will be graphic and illustrative; critically analyze the Park Board's role in the Vancouver food system; be used to disseminate findings; outline future priorities, goals, metrics and actions; and establish an associated timeline that will inform resource allocation. The final draft will be presented to the elected Park Board for decision.

Assess the suitability, capacity, and need for Park Board food assets and services (land, facilities, capacity building and programs, etc.) to:

- increase and/or enhance food assets and services;
- build resilience to mitigate the effects of a changing climate;
- allocate resources and reduce barriers to currently underserved populations;
- decolonize the local food system and support indigenous food systems, food sovereignty, foraging practices and food asset rich parks and natural areas and;
- address gaps and opportunities highlighted during the COVID-19 pandemic including building community resilience to crisis, and to support the subsequent recovery process

Review, update data, and develop a series of food asset maps:

- Update Park Board’s city-wide food asset map to share publicly
- Identify new and additional food assets to include
- Integrate VanPlay equity seeking initiative zones

VI. Final LFAP update

Submit the final version of the LFAP Update with:

- Updated maps
- Recommended priorities, goals and actions
- Associated metrics and timelines

5.0 Deliverables and Timeline

The consultant Team’s proposal should demonstrate that the project can meet these key milestone dates. If the timeline below is not achievable, the Consultant Team must clearly state this in their submission and provide an alternative schedule for consideration. Proposals may also take into account contingency time in anticipation of the second wave of COVID-19.

Table 1. Key milestones and timeline for the LFAP update

	KEY MILESTONES	TIMEFRAME
Onboard	Meet and onboard with successful proponent	
Work Plan & Engagement Plan Development	Submit a Work Plan Submit an engagement plan including an inclusive engagement/meeting process and format	Week 1-4
Research, Data Assembly & Analysis	As they relate to the LFAP update, submit a summary of: a. current research on and examples of innovative urban local food systems; b. Park Board and City policies/plans/reports; c. food-related feedback/requests Park Board has received since 2013; d. emergent research, learnings, and recommendations regarding the COVID-19 recovery process	
		Week 5-9

Assessment of Food Assets & Services	Submit an assessment and summary of the current status of Vancouver Park Board’s food assets and services	
Engagement I	Host Public/Stakeholder Engagement Session I & Staff Steering Committee Meeting I including: a. a concise summary and presentation of data collected to date; b. agendas and other necessary materials	Week 10-17
Draft I	Submit the first draft of the LFAP Update with Recommendations, Implementation Plan, and a series of food asset maps Documents will be provided in word and web-ready PDF formats. Maps and graphics must also be provided in print-compliant PDF, Illustrator and/or InDesign formats	Week 18-19
Staff Review I	Project Managers to review and provide feedback on the first draft of the LFAP Update	Week 20-21
Engagement II	Host Public/Stakeholder Engagement Session II & Staff Steering Committee Meeting II including: a. a concise summary and presentation of the first draft LFAP update; b. agendas and other necessary materials	Week 22-27
Draft II	Submit the second draft of the LFAP Update with Recommendations, Implementation Plan, and a series of food asset maps	Week 28-29
Staff Review II	Project Managers to review and provide feedback on the second draft of the LFAP Update	Week 30-31
Final Draft	Submit the final version of the LFAP Update with: a. Updated maps b. Recommended priorities, goals and actions c. Associated metrics and timelines	Week 32-33
Review and Potential Approval	Presentation to Park Board	Week 34

**Timeline subject to change. Final dates to be discussed and mutually agreed upon with successful consultant.*

The successful proposal will:

- describe the bidder's understanding of the project and proposed approach;
- document their experience in each of the required and desirable areas;
- explain the skills of their team and the proposed split of their hours (by team member) across the project phases and;
- express the bidder's ability to complete the project on the proposed timeline.

6.0 PROJECT GOVERNANCE

The LFAP update will be overseen by a Park Board Project Manager. The Project Manager will provide direction and be the main point of contact for the consultant team. A steering committee made up of staff from the Park Board and City of Vancouver, and a series of engagement sessions with the public and stakeholder advisory groups will guide the update.

During the course of the update, the consultant will work through the Project Manager with a Project Management Team and provide updates to the steering committee as needed including project briefings and approval of the final action plan update at key dates (Table 1). The final draft of the LFAP update will be presented to the elected Park Board for approval.

The successful proponent will be responsible for:

- Developing and revising a detailed Work Plan and Schedule (including Milestones in Table 1 above) in consultation with the Project Manager;
- Planning and executing project elements as detailed in the Work Plan
- Submitting and completing all deliverables as outlined in Section 5.0
- Developing and supporting an engagement processes in collaboration with the Project Manager. This includes preparing presentations and necessary materials, setting agendas, and co-facilitating sessions and meetings
- Developing text, figures and other document design with some materials and mapping support provided by the Park Board.

Park Board staff will:

- Provide all relevant City and Park Board documents;
- Provide data, where available (e.g., food assets inventory, mapping, datasets, photos, etc.);
- Provide the consultant with neighbourhood and city-wide demographic information to support effective engagement and analysis;
- Introduce and invite stakeholders as needed;
- Organize logistics and venues for engagement sessions and meetings;
- Support and co-facilitate engagement sessions and meetings;
- Review and provide feedback on the proponent's work plan and drafts of the LFAP update and;
- Support coordination with Communications staff (Park Board and City Corporate) and Digital Services (website support).

PART C - FORM OF PROPOSAL

RFP No. PS20200466, CONSULTANT - SERVICES FOR A LOCAL FOOD ACTION PLAN ("LFAP")
(the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 2 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 55 Certificate of Insurance
- APPENDIX 66 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 77 Personal Information Consent Form(s)
- APPENDIX 88 Subcontractors
- APPENDIX 99 Proposed Amendments to Form of Agreement
- APPENDIX 1010 Conflicts; Collusion; Lobbying
- APPENDIX 1011 Proof of WorkSafeBC Registration
- APPENDIX 12 Reference Documents
- Appendix 13 Form of Agreement

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2. DEFINITIONS

In this Appendix 1, 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 a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as 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).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain **Error! Reference source not found.** of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20191721, as amended from time to time and including all addenda.

3. NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent

hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5. EVALUATION OF PROPOSALS

5.1 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. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement 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 such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6. PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents 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 the RFP process;

- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) 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 the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

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 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors 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.

7. DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) 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 Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8. PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (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 to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) 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 or any court 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.

9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in **Error! Reference source not found.** - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in **Error! Reference source not found.** - APPENDIX 10.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in **Error! Reference source not found.** - APPENDIX 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in **Error! Reference source not found.** - APPENDIX 10.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in **Error! Reference source not found.** - APPENDIX 10.

10. GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

**APPENDIX 2
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below.

Experience and Capabilities

Q1. Provide an overview of your organization and/team and describe your experience and knowledge as it pertains to project management, long-range planning, local sustainability planning, facilitation and engagement, and specifically food networks (if any). Include number of years of experience (private and public sector specific), and experience with similarly sized customers and/or other municipal accounts.

A1.

Q2. Provide a brief description of the Proponent’s understanding of the requirements and challenges of the Scope of Work.

A2.

Q3.)Highlight two (2) recent projects, and provide an overview of these projects in terms of:

- Name of client, and description of the project undertaken;
- Scope of work of your organization on the project;
- Overall budget, schedule (in months), and date the project was started and completed (or status of project if underway or cancelled);
- Outcomes achieved for the client; and
- Client contact information to be used for a reference check.

A3.

Q4 Detail how you will engage with staff and all key stakeholders, including Park Board, City, Community Centre Associations, MST, Urban Indigenous Peoples, and the food community.

A4.

Work Plan

Q5. Describe your approach to performing the Scope of Work, including a high level outline of the steps you would take throughout the project.

A5.

Q6. Provide a project timeline with high level milestones. Indicate the number of weeks from the date of contract award to when you expect to complete each milestone. Indicate what Park Board resources will be required.

A6.

Q7. Provide any other relevant information about your work methodologies that will be applied to this project and incorporated into your fee.

A7.

Q8. Describe how you would present the deliverables to the Park Board.

A8.

Supplier Diversity

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent’s company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

<p>Majority owned/controlled/ by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate 	<p>Workforce Diversity:</p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate 	<p>Social / Environmental Certifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
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**APPENDIX 3
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with **Error! Reference source not found.**, Section **Error! Reference source not found.** of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

Deliverable	Team Member, Role	Hourly Rate	Hours Allocated	\$ Total Rate
Engagement Plan Development				
Research, Data Assembly & Analysis				
Assessment of Food Assets & Services				
Public/Stakeholder Engagements (X 2)				
Staff Steering Committee Meetings (X 2)				
LFAP Report Drafts (X 2)				
Final LFAP update				
			Total Project Cost	\$

**APPENDIX 4
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 3	
Address (City and Country)	

Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 55 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

(see next page)

**APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 66 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____

APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 77 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191721

Title: **CONSULTANT FOR VANCOUVER.CA IDEATOIN AND EVOLUTION**

With the provision of my signature at the foot of this statement I, _____
_____ (Print Name)

consent to the indirect collection from _____
_____ (Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Signature

Date

**APPENDIX 8
SUBCONTRACTORS**

Complete this Appendix 88 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
<p>Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>	<p>In the space below, detail the Proponent’s proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.</p>	
<p>The Subcontractor’s Relevant Experience (identify at least three similar projects within the last five years, including the client)</p>	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

**APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 99 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as **Error! Reference source not found.** If no amendments to the Form of Agreement are proposed, state “none”. It is at the City’s sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 10
CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 1010 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this **Error! Reference source not found.** - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attach as APPENDIX 111 to this Form of Proposal proof of valid WorkSafeBC registration.

APPENDIX 12 - REFERENCE DOCUMENTS

Reference Document 1 - PARK BOARD FOOD ASSETS

<p>Community Centres</p> <p>Britannia Community Centre Champlain Heights Community Centre Coal Harbour Community Centre Creekside Community Recreation Centre Douglas Park Community Centre Dunbar Community Centre False Creek Community Centre Hastings Community Centre Hillcrest Centre Kensington Community Centre Kerrisdale Community Centre Killarney Community Centre Kitsilano War Memorial Community Centre Marpole-Oakridge Community Centre Mount Pleasant Community Centre Ray-Cam Co-Operative Center Renfrew Park Community Centre Roundhouse Community Arts & Recreation Centre Strathcona Community Centre Sunset Community Centre Thunderbird Community Centre Trout Lake Community Centre West End Community Centre / Barclay Manor West Point Grey Community Centre</p>	<p>Hastings Community Centre Learning Garden Il Centro Community Garden (Beaconsfield Park) John Hendry Park Medicine Wheel Garden Killarney Kingcrest Park Community Garden Kitsilano Community Centre Garden Kitsilano Community Garden McSpadden Park Community Garden Means of Production Garden Moberley Cultural Herb Garden Mount Pleasant Community Garden Nelson Park Community Garden Oppenheimer Park Medicine Garden Pandora Park Community Garden Pine Street Community Garden (6th and Fir Park) Riley Park Robson Park Community Garden Sahalli Community Garden Stanley Park Community Garden Strathcona Community Garden Still Creek Community Garden Sunset Park Tea Swamp Community Garden Trillium Park North Artists Garden "Wall Street Community Garden (Cambridge Park)" Woodland Park Community Garden</p>
<p>Community and Learning Gardens</p> <p>Aberthau Garden Project Adanac Park Community Garden Barclay Heritage Square Brewery Creek Community Garden (Guelph Park) Cambie Park Community Garden Charleson Park Community Garden "China Creek Community Garden (China Creek South)" Cottonwood Community Garden Creekside Elisabeth Rogers Community Garden Fraserlands Community Garden (Riverfront Park)</p>	<p>Fieldhouses</p> <p>Norquay Riley Pottery Studio Strathcona McBride</p>
<p>Horticulture Assets</p> <p>Bloedel Conservatory Van Dusen Botanical Gardens</p>	<p>Food Trees and Orchards</p> <p>Adanac Park Arbutus Village Park Barclay Heritage Square Burrard View Park Callister Park Carnarvon Park Cartier Park Champlain Heights Park Charles Park China Creek North Park Cottonwood Delamont Park</p>

<p>Urban Cloth Project @ Auberthau Park Urban Weavers @ MacLean Park EYA Pollinators' Paradise @ Stanley Park EYA Pollinators' Paradise @ Everett Crowley Park EYA Pollinators' Paradise @ Jericho Beach EYA Pollinators' Paradise @ Oak Meadows Park Evans Works Yard Jericho Works Yard Queen Elizabeth Park Yard Stanley Park Works Yard Sunset Nursery Sunset Works Yard</p> <p>Farmers Markets (on or near Park Board land) John Hendry Park - Trout Lake Farmers Market Kitsilano Community Centre - Kitsilano Farmers Market Nat Bailey Stadium - Winters Farmers Market Nelson Park* - West End Farmers Market Thornton Park* - Main St Station Farmers Market</p> <p><i>* - Adjacent to or near Park Board land</i></p> <p>Restaurants (leased on Park Board land) Boathouse Restaurant on Kits Beach Cactus Club Café Mill Marine Bistro Prospect Point Café Seasons in the Park Shaughnessy Restaurant Stanley's Bar and Grill Tap and Barrel The Fish House The Teahouse Truffles Café</p>	<p>Douglas Park Elizabeth Rogers Everett Crowley Park Falaise Park Fraser River Park Fraserview Golf Course Gaston Park Guelph Park (Brewery Creek) Kitsilano Community Garden McCleery Golf Course Memorial West Park Mt Pleasant Park New Brighton Park Ross Park Slocan Park Sparwood Park Strathcona Sunset Park Tea Swamp Park Valdez Park Westmount Park</p> <p>Concession Stands Info Booth Concession Jericho Beach Concession Kits Pool Concession Locarno Beach Concession Lumberman's Arch Concession New Brighton Pool Concession Railway Café Second Beach Concession Spanish Banks (East) Concession Spanish Banks (West) Concession Sunset Beach Concession Third Beach Concession Trout Lake Concession</p> <p>Golf Course Restaurants (Park Board operated) Fraserview Golf Course Clubhouse Langara Golf Course Clubhouse McCleery Golf Course Clubhouse</p>
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Reference Documents 2

- [2013 Local Food Action Plan](#)
- [2017 Vancouver Food Strategy Progress Report and Action Plan Update](#)
- [VanPlay, Report 3: Strategic Bold Moves \(2019\)](#)

In October 2019, the Park Board approved VanPlay: a Parks and Recreation Services Master Plan, which will guide the delivery of Park Board services over the next 25 years, including improved access to sustainable, local and healthy food.

VanPlay's Strategic Bold Moves highlights the need for more access to food and a wider variety of affordable food options at or near parks and community centres. It outlines asset and service needs, and sets local food asset targets for 2040 (Appendix 5).

- [VanPlay, Report 4: Implementation Plan \(2019\)](#)
In VanPlay's Implementation Plan, the approach for action to support access to sustainable, local and healthy food is outlined in three initiatives that encompass programming, infrastructure, indigenous food systems and an update of the LFAP (Appendix 6).
- [Exploring Park Board's Colonial Roots \(2018\)](#)
- [Park Board Reconciliation Strategies - TRC Update \(2018\)](#)
Outlines strategies to continue Park Board's precedent-setting intergovernmental approach to the future stewardship of parks and other relevant lands. In addition, prioritizing the establishment of Indigenous and Non-Indigenous artists to produce work that contributes to reconciliation.
- [Vancouver Community Leaders on the Role of Food in Cultural Inclusion and Engagement \(2018\)](#)
Provides recommendations on Park Board food asset barriers and opportunities
- [City-affiliated Facility Kitchens Design Guidelines \(2018\)](#)
Guidelines to be used when renovating an existing kitchen or designing a new kitchen in a City-affiliated social or recreational facility.
- [Truth-Telling: Indigenous Perspectives on Working with Municipal Governments \(2017\)](#)
Describes the negative impacts of colonization and urbanization on indigenous food systems and harvesting practices, but also highlights the power of food to gather communities and traditional practices.
- [Vancouver Food Strategy Progress Report and Action Plan Update \(2017\)](#)
To remain adaptive with current food system issues, City of Vancouver staff have engaged with stakeholders, reviewed emerging areas of focus and renewed a Food Strategy Action Plan for 2017-2020.
- [Putting Your Kitchen to Work \(2017\)](#)
This document was intended to support community programmers with ideas, inspirations and logistics to engage community members through community center kitchens and food based programming
- [Park By-laws \(2017\)](#)
As it relates foraging practices. The bylaw stipulates, "No person shall cut, break, injure, remove or in any way destroy or damage any rock, soil, tree, shrub, plant, turf or flower..."
- [Opportunities for Community Kitchen Facilities in City Affiliated Organizations, Executive Summary \(2016\)](#)
A city-wide assessment of condition, usage, and needs for publically accessible community kitchen facilities
- [Agriculture policy \(2015\)](#)
Acknowledges urban agriculture as a valuable food-focused activity and outlines site considerations, design and operational requirements, and the public consultation and approval process.
- [Vancouver Food Strategy Pamphlet \(2013\)](#)
Two-page summary of the Vancouver Food Strategy Goals and Priority Actions
- [Urban Forest Strategy Update \(2018\)](#)
Recognizes the importance of Vancouver's urban forest in food production and identifies action to update tree selection guidelines to reflect the City's goals for climate adaptation, rainwater management, food production, biodiversity and reconciliation.
- [TRC Calls to Action \(2016\)](#)
- [Biodiversity Strategy \(2016\)](#)
Presents goals, targets, objectives and actions for supporting biodiversity in parks and on other public and private lands across the City of Vancouver to mitigate the effects of climate change on ecosystem services and food webs, and preserve, restore and expand green spaces to support local food production.
- [Greenest City 2020 Action Plan \(2015\)](#)
Outlines 10 goal areas and 15 measurable targets to guide Vancouver toward becoming the greenest city in the world by 2020. Set a local food goal of increasing local food assets by 50% by the year 2020.
- [Bird Strategy \(2015\)](#)
Identifies the role of local and sustainable food in providing human conditions for animals, including birds.
- [Healthy City Strategy \(2014\)](#)
Identifies a healthy, just and sustainable food system as one of the 13 building blocks of a healthy city for all.
- [Vancouver Food Strategy \(2013\)](#)
Plan to create a just and sustainable food system for the city. It builds on years of food systems initiatives and grassroots community development, considering all aspects of the food system.

ASSET TARGETS



LOCAL FOOD

There is a need for more access to food and a wider variety of affordable food options at or near parks and community centres. Shared gardens and kitchens are “third spaces” for the community to socialise and relax.

Improving food opportunities will include strategies, such as accommodating food trucks, improving existing concession stands in parks, and increasing affordable food options at community centres. Access to opportunities to grow food is also important. Parks will continue to be potential locations for community gardens alongside street rights-of-ways and other City-owned land. The Urban Agriculture Policy sets the criteria for people wanting to apply to start a community garden.

Asset Needs

- Consider adding appropriate food nodes (i.e., gardens, local markets, mobile food vendors or concessions, community kitchens) along the Citywide Parks and Recreation Network (*Strategic Bold Move Tool*) and in locations with community centres, multiple playing fields, destination playgrounds, beaches and other key destinations where people stay for a few hours and engage in food learning and programming.
- Increase inclusive local food projects and access to healthy, culturally diverse, local, and sustainable food in parks and at community centres.
- Improve infrastructure to support farmers markets.

Service Needs

- Implement recommendations from the Park Board Concession Strategy: A Fresh Approach (2018).
- Update Park Board’s Local Food Action Plan (2013).
- Enhance resiliency by incorporating post-disaster food planning at community centres.

2040 Asset Targets

- All new community gardens on Park Board-managed land have at least 50% of total area dedicated to collective food growing.
- Complete at least one project per year that supports sharing and gathering to cook or eat food in parks.



Davie Street Community Garden | Park Board

RECREATION

APPROACH FOR ACTION

R.3 LOCAL FOOD

Support access to sustainable, local and healthy food.

#	INITIATIVES	TIMELINE
R.3.1	Encourage food-focused programming and infrastructure for formal and informal gatherings that facilitate cooking, eating and sharing of food in parks and community centres.	Underway
R.3.2	Work with Musqueam, Squamish, and Tsleil-Waututh First Nations and Urban Aboriginal communities to support Indigenous food systems in parks and recreation.	Underway
R.3.3	Provide the following: places to cook and share food in parks, learn-to-cook opportunities, more concessions and restaurant partners (leases), and food security through community centre kitchens, community gardens, field houses (Update the Local Food Action Plan).	Short



(Food Trucks and Street Food Festival | Park Board)

APPENDIX 13
FORM OF AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

[Project Name]

[Note: this agreement is for professional services, such as the services of engineers, consultants, etc. It is not for general services that do not constitute professional services.]

THIS AGREEMENT is made as of the **[day]** day of **[month/year]** (the “Effective Date”)

BETWEEN:

CITY OF VANCOUVER

[Where applicable, change throughout to “City of Vancouver, as represented by its Board of Parks and Recreation” or change to another COV entity.]

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

(the “City”)

OF THE FIRST PART

AND:

[CONSULTANT NAME]

[address]

(the “Consultant”)

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as “Party” and collectively as “Parties”)

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **“Agreement”** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 15.1
- (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **“Deliverables”** has the meaning set out in Section 17.1;
- (h) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) **“Living Wage”** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits; **[Delete if Living Wage policy does not apply]**
- (j) **“Living Wage Certifier”** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Consultant in writing; **[Delete if Living Wage policy does not apply]**
- (k) **“Living Wage Employee”** means any and all employees of the Consultant and all Sub-contractors of the Consultant that perform any part of the Services on a property owned by or leased to the City, including all streets, sidewalks and other public rights

of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises; **[Delete if Living Wage policy does not apply]**

- (l) **“Project Team”** has the meaning set out in subsection 2.2(c);
- (m) **“Proposal”** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (n) **“RFP”** means Request for Proposal **[insert RFP # and title]**, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (o) **“Services”** has the meaning set out in Section 2.1;
- (p) **“Social Enterprise”** means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate; **[Delete if Living Wage policy does not apply]**
- (q) **“Student”** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Consultant or a Sub-contractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education; **[Delete if Living Wage policy does not apply]**
- (r) **“Sub-contractor”** has the meaning set out in Section 4.1; and
- (s) **“Term”** means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices B and C;
- (b) the RFP; and
- (c) the Proposal.

[Modify the list as necessary.]

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;

- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 CONSULTANT'S SERVICES TO THE CITY

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

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City’s other consultants, in each case to which the Services relate;
- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
- (c) maintaining and supervising its employees and Sub-contractors (the “Project Team”) described in Section 3.1.

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

2.4 The Consultant will perform the Services:

- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;

- (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.
- 3A Living Wage [Delete if Living Wage policy does not apply]**
- 3A.1 Subject to Section 3A.2, it is a condition of this Agreement that, for the duration of the Term, the Consultant pays all Living Wage Employees not less than the Living Wage.
- 3A.2 Notwithstanding Section 3A.1, the Consultant has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- 3A.3 The Consultant shall ensure that the requirements of Section 3A.1 apply to all Sub-contractors.
- 3A.4 A breach by the Consultant of its obligations pursuant to Sections 3A.1 and 3A.3 shall constitute a material breach by the Consultant of this Agreement that shall entitle the City to terminate

this Agreement with immediate effect if the Consultant has not remedied such breach within the time period specified by the City in writing to the Consultant.

- 3A.5 The Consultant shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this Article 3A and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Consultant (subject to reimbursement of the Consultant's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Services or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Consultant in accordance with this Section 3A.5 shall be deemed to be Confidential Information.
- 3A.6 The Consultant shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
- (a) the number of Living Wage Employees of the Consultant and each Sub-contractor who were paid a Living Wage pursuant to this Section 3A during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Consultant pursuant to this Section 3A; and
 - (b) the total incremental costs incurred by the Consultant, including any amounts paid to Sub-contractors, in order to fulfill its obligations pursuant to this Section 3A to pay a Living Wage to the Living Wage Employees described in Section 3A.6(a).

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 The fees for the Services are described in this Section 5.0 and in **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]**. [Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable

hourly charge-out rates stated in the Proposal.][Modify or delete if the foregoing is not accurate.]

- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
- 5.4 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed \$[insert amount].] [Delete this section if inapplicable.]
- 5.5 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$[insert amount] (the “Fixed Disbursement Amount”)] [Delete this section if inapplicable.].
- 5.6 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the “Maximum Fees and Disbursements”) will be \$[insert amount], plus GST and PST as applicable to the sale made to the City hereunder] [Delete this section if inapplicable.].
- 5.7 Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit. [NTD: If there are specific monetary limits for specific categories of disbursements, then modify accordingly.]
- 5.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.] [Include only if applicable.]
- 5.9 The Consultant will, by the 25th day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City’s Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City’s Project Manager’s discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City’s Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:
- (a) the Consultant’s name, address and telephone number;
 - (b) the City purchase order number;

- (c) the name of the City's Project Manager;
- (d) the invoice number and date;
- (e) details of any applicable taxes (with each tax shown separately); and
- (f) tax registration number(s).

5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.

5.11 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

5.12 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

6.0 CHANGES TO SCOPE OF SERVICES

6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section **[insert]** of the Proposal.][Delete if inapplicable.]

7.0 RELEASE AND INDEMNIFICATION

7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the

Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

- 8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

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

10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1 The City appoints [insert name] [email address] as the City’s Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of [insert name]’s appointment as the City’s Project Manager by the City, [insert name] will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by [insert name], and all references to the City’s Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City’s Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City’s Project Manager has been designated and appointed its sole and exclusive agent.

11.2 The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the “Consultant’s Project Manager”).

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City’s Project Manager and the Consultant’s Project Manager.

12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by [insert date] (the “Term”).

[Note: If specific phases must be completed by specific dates then insert a more detailed timetable or reference timetable in a schedule and refer to it here.]

13.0 TERMINATION

13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days’ prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$[insert dollar amount calculated at ten business days' pay] (including all taxes).

14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
- (b) information which was previously in the Consultant's possession and did not originate from the City; and
- (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.

15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, cooperate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;
- provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.
- 15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "**Communications**") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
- (a) products, goods, equipment, supplies, models, prototypes and other materials;
 - (b) information and data;

- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - (d) any other items identified in this Agreement as deliverables;
- (collectively, the “**Deliverables**”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).

17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.

17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:

- (a) the date specified in this Agreement for the delivery of such Deliverable;
- (b) immediately on the date of expiration or sooner termination of this Agreement; or
- (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.

17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.

17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:

- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
- (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
- (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

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

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

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

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

- 22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

- 23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

- 24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

- 25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "**Unavoidable Delay**" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly

excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

- 26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it

may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.

26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.

26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

[NAME OF CONSULTANT]

Authorized Signatory

Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

[Review with Risk Management.]

A1.1 **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

A1.2 **Required Policy Terms**

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

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice **[NTD: If duration of contract should be more than one year, then this should be changed to 60 calendar days.]**,

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

A1.3 **Insurance Certificate**

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 Sub-Contractors' Insurance

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

A1.5 Insurance Requirements Additional to any other Requirements

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

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B - PROPOSAL

APPENDIX C - RFP