



REQUEST FOR PROPOSALS

PROVISION OF FOOD SERVICES TO EVELYNE SALLER CENTRE

RFP No. PS20210158

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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The City seeks, from qualified companies, proposals as described in this RFP for the provision of cafeteria based meals services at the City's Evelyn Saller Centre ("ESC").

The ESC is a City community centre, which among other things, is one of the largest low-cost food providers in the City's Downtown Eastside area, providing nutritious and cost-effective meals to marginalized members of the local community. The ESC is designated as an essential service, open 12-14 hours per day, 365 days per year, averaging approximately 600 - 850 meals per day, or approximately 220,000 - 308,000 meals per year. A new facility for ESC is currently under construction and is expected to be ready for operation by Fall 2021.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("RFP"): (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.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "**Proponent**") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "**Agreement**"). 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.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required in connection with the submission of Proposals because Proposals submitted will not be considered to be irrevocable or otherwise legally binding legal offers. The legal obligations of Proponents that will arise upon the submission of Proposals will be limited to those contained under the heading "Legal Terms & Conditions" in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
 - (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - CITY REQUIREMENTS:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.

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PART A - INFORMATION AND INSTRUCTIONS**

- (d) **PART D - FORM OF AGREEMENT:** This part contains a form of Agreement which, it is expected, will be substantially the form of agreement to be used for a contract with any successful Proponent under the RFP (the “**Form of Agreement**”).

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	April 1, 2021
Closing Time	3:00pm on April 8, 2021

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

- 3.1 **ALL** enquiries regarding the RFP must be addressed to:

Diana Chan
diana.chan@vancouver.ca

- 3.2 **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.

- 3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

- 4.1 **Proposals must be submitted to the City, in the manner required by the RFP, so that the City receives them by not later than the “Closing Time” as specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).**

- 4.2 Each Proponent should submit its Proposal by email in accordance with the following:

- Subject of the file to be: PS20210158 - Provision of Food Services to Evelyne Saller Centre - Vendor name.
- Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;

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PART A - INFORMATION AND INSTRUCTIONS**

- 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.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 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.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 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.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 6.0 **PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a three (3)-year period, with the possibility of up to three consecutive two-year extensions, for a maximum possible total of nine (9) years.
- 7.0 **PRICING**

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PART A - INFORMATION AND INSTRUCTIONS

7.1 All prices quoted in Proposals are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 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	68%
Financial	20%
Sustainability (Environmental and/or Social)	12%
Total	100%

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.

8.7 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 requirements 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

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PART A - INFORMATION AND INSTRUCTIONS

Proposal; (h) split the City Requirements 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.

9.0 CITY POLICIES

9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf>. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 LIVING WAGE EMPLOYER

10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

https://www.livingwageforfamilies.ca/living_wage_rates

The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

https://www.livingwageforfamilies.ca/living_wage_calculator

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and

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PART A - INFORMATION AND INSTRUCTIONS

- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

11.0 CERTAIN APPLICABLE LEGISLATION

- 11.1 Proponents should note that as a public body the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 11.2 Proponents should note too that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the Requirements of the *Income Tax Act* (Canada), including the Requirements to qualify for any available exemptions from withholding.
- 11.3 Proponents should note too that the successorship provisions of the *BC Labour Relations Code* may apply regarding workers of the current ESC food services provider, Aramark Canada Ltd. ("Aramark"). Its services there are subject to a site specific Certification and Collective Agreement with UNITE HERE, Local 40. Each Proponent should obtain independent legal advice regarding the successorship provisions of the *BC Labour Relations Code* and their possible impact on a Proposal and any Agreement based on it.
- 11.4 Subject to a Non-Disclosure Agreement satisfactory to it, the City will provide to prospective Proponents requesting it:
 - (a) A copy of the Certification granted to UNITE HERE, Local 40 regarding Aramark's operations at the ESC; and
 - (b) A copy of the current Collective Agreement between Aramark and UNITE HERE, Local 40 regarding Aramark's operations at the ESC.
- 11.5 Should a prospective Proponent require further information regarding Aramark's current ESC workers, the City will consider such requests, but it will do so, of course, subject to among other things its obligations under the *Freedom of Information and Protection of Personal Information Act*.

12.0 LEGAL TERMS AND CONDITIONS

- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except as expressly stated within those Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship with any Proponent; 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 – CITY REQUIREMENTS

The City Requirements are current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

To the extent that the City Requirements expresses estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

Part B has the following Headings and Sub-Headings:

Heading	Sub-Heading
A. Overall Vision	
B. General Requirements	
C. Detailed Requirements	
C-1-0	Facilities and Equipment
C-2-0	Menu Planning and Food Preparation
C-2-1	Meal Handling
C-2-2	Customer Feedback & Satisfaction
C-2-3	Service Model to meet diverse accessibility needs
C-2-4	Purchasing & Suppliers
C-3-0	Personnel
C-4-0	Staffing Requirements - Employee Management
C-5-0	Health & Safety
C-6-0	Crisis Management
C-7-0	Cleaning Responsibilities
C-8-0	Staff Security Checks
C-9-0	Contract Management
C-9-1	Start Up - Transition Plan
C-9-2	Budgets
C-9-3	Invoicing
C-10-0	Sustainability
C-10-1	Waste Diversion and Reduction
C-10-2	Environmentally Friendly and Sustainable Food Content
C-11-0	Performance Review

Part B also has the following Annexes:

Annex 1	ESC Floor Plan (new location)
Annex 2	Equipment Specifications
Annex 3	Sample Menus
Annex 4	Vancouver Coastal Health (“VCH”) Food Standards (2018)
Annex 5	Clearing Tables of Trays and Other Dishes

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PART B - CITY REQUIREMENTS

PART B - CITY REQUIREMENTS

A. Overall Vision

The City seeks a qualified Proponent with food service / cafeteria experience to provide a balanced selection of nutritious, wholesome, and palatable meals and cafeteria services to the diverse community members of Evelyne Saller Centre at an acceptable cost per meal, inclusive of food and labour. The meals must be nutritious and meet Canada's Dietary Guidelines.

The successful Proponent will provide continuous quality improvements to the program and will work collaboratively with the Evelyne Saller Centre management team.

During the contract term, the successful Proponent will embrace sustainability initiatives and work toward increasing local (B.C.), ethical, and sustainable food content in menus offered.

The City is committed to ensuring the Evelyne Saller Centre is inclusive, welcoming and accessible to its vibrant, diverse community members: therefore, the successful Proponent will be and/or work with Indigenous-led, Indigenous-serving and social organizations to ensure their staff are from and/or represent the community, prioritizing Indigenous People, People of Color, LGBTQ2S+ and those with lived-experience, who face barriers to employment preferably from the local community.

The City is committed to providing food services that ensure inclusion, access, and quality: the successful Proponent will have demonstrated ability to continuously assess (e.g. using feedback processes from customers) and implement operational improvements in alignment with Vancouver Coastal Health's Food Standards (refer to Annex 4) for food service providers.

B. General Requirements

The successful Proponent will comply with all federal, provincial and local health and/or safety laws and regulations concerning the operation of the food services at Evelyne Saller Centre.

The successful Proponent shall maintain high standards of sanitation and be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment and kitchen floors), and for wiping of cafeteria tables and chairs including surfaces, under-surfaces and legs of tables and chairs.

The successful Proponent shall provide evidence of compliance with *Food Premises Regulation* and health regulations, as required by Vancouver Coastal Health and licensing requirements of the City.

The successful Proponent shall be responsible for all inspection, permitting, and licensing requirements involved with opening a new commercial kitchen.

At minimum, the successful Proponent shall:

- operate within a set budget that must be submitted and approved annually by the City;
- purchase all food, cleaning, and related materials (i.e. take out containers) as required for the preparation and serving of the meals at Evelyne Saller Centre;

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PART B - CITY REQUIREMENTS**

- provide a minimum of three (3) cafeteria-style meals daily (breakfast, lunch, and dinner) in a central eat-in dining room, and offer take-away options;
- provide breakfast, lunch, and dinner - three (3) meals - anytime between the hours of 9:00am (opening time) and 7:00pm, meal service must be available for a minimum of 8 hours per day, seven (7) days a week, three hundred and sixty-five (365) days a year;
- provide meals that demonstrate adherence to and integration of Canada's Dietary Guidelines and the VCH Food Standards (Annex 4), (Annex 3 - Sample Menus);
- provide daily menus, and provide appropriate communication (meeting community communication needs) about the daily menus, to patrons and staff;
- serve as many meals as are reasonably required (approximately 600-1000 meals per day);
- use the Evelyn Saller Centre on-site kitchen for meal preparation;
- hire and train staff to charge and collect monies for meals and adhere to City policies on cash handling;
- maintain high standards of sanitation that meet or exceed public health requirements;
- be responsible for routine cleaning and housekeeping in food preparation areas, service areas, and cafeteria areas (Refer to Annex 5); and
- provide a qualified, full-time on-site Manager of the food services operation. Daily staff and service supervision is the responsibility of the on-site Manager, and an escalation plan is in place when the Manager is off-site. The Manager shall maintain an adequate staff of trained employees on duty at Evelyn Saller Centre, to ensure the efficient operation of the food services.

C. Detailed Requirements

C-1-0 Facilities and Equipment

The new facility will have brand new equipment; however during the contract term, new kitchen equipment may need to be purchased. At that time, the successful Proponent will be expected to present options and recommendations to the City, with rationale and business case for the purchase of any new equipment.

Any new kitchen equipment purchased will belong to the City.

If new kitchen equipment is needed, the successful Proponent and the City will follow the following process:

- o the successful Proponent will assess operational need/requirements for equipment, rather than making an isolated purchase, and will consider overall operational needs to determine the best approach to meeting those operational needs;
- o the successful Proponent's on-site Manager may consult with a kitchen consultant to determine if such equipment is needed, or if current equipment is repairable;

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PART B - CITY REQUIREMENTS

- o if new equipment is required, the successful Proponent will provide the City with a written request explaining the rationale (cost & benefits) of purchasing the new equipment;
- o the City will review the request, and will accept or deny the request;
- o If the City accepts the request, the successful Proponent will solicit a minimum of 3 quotes for the required equipment;
- o the successful Proponent will present the quotes to the City;
- o the City will decide which quote to proceed with; and
- o with any equipment purchase, the successful proponent will follow City approved processes for procuring new equipment, including, but not limited to:
 - evaluating vendors' ability to repair equipment;
 - considering options involving a kitchen consultant when required;
 - providing rationale for the procurement; and
 - requesting multiple quotes.

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PART B - CITY REQUIREMENTS

C-2-0 Menu Planning and Food Preparation

The successful Proponent and the City will meet: monthly to review menus; and annually for a business review.

On or before the first day of each month, the successful Proponent will provide the City with a menu that has been reviewed and approved by the City. The menu must:

1. integrate Health Canada's Dietary Guidelines for nutrition and quality requirements;
2. be seasonal, nutritious and wholesome, offering homemade meals using fresh, whole foods wherever possible; and
3. be culturally appropriate, recognizing cultural celebrations and holidays, and occasional comfort food.

Review of menus will ensure:

- i) Menus continuously strive to address guidance on Inclusion, Access, and Quality found in Vancouver Coastal Health's Food Standards;
- ii) Menus prioritize offering fruits and vegetables, fish, beans / legumes, lean protein (including plant based protein) and use whole grains, healthy fats, and cooking with whole, raw ingredients;
- iii) Menus limit or reduce processed foods and meats, high sodium foods, and sugar and refined carbohydrates, through frequency of offerings or through portion sizes;
- iv) Menus offer choice and a la carte options in addition to full meals;
- v) Menus and food preparation maximize ingredients and minimize food waste; and
- vi) a 28-day cycle menu that is approved by the City prior to implementation.

The food and ingredients used by the successful Proponent should meet the requirements of the monthly menus, while allowing the successful Proponent to adjust and capitalize on lower ingredient prices, explaining those adjustments to the City (via timely emails and during monthly menu reviews).

The successful Proponent will provide the City with dietician's reports on menu reviews demonstrating adherence to Health Canada's Dietary Guidelines, and follow-up written responses (from the successful Proponent) to address any menu deficiencies identified and reported by the dietician.

The City may at any time raise menu concerns with the successful Proponent (i.e. the City may not wait for monthly menu review meetings before raising menu concerns with the successful Proponent).

C-2-1 Meal Handling

The successful Proponent will be able to meet an unexpected and increased volume of patrons arriving during a specific meal time, and will be able to provide healthy and nutritious meals for the increased volume.

C-2-2 Customer Feedback & Satisfaction

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The successful Proponent will have an outline of their commitment to gathering and responding to customer feedback, including the specific steps they will take to address and report on customer requests or complaints such as:

- Requests to vary the menus: e.g. offer protein/meat alternatives, offer more fruits and vegetables, offer diet-specific meals, etc.
- Staffing-related complaints.
- Customer service complaints

C-2-3 Service Model to meet diverse accessibility needs

The successful Proponent will work collaboratively with the City to ensure all patrons have reasonable access to meal service, including: providing table service for patrons unable to independently access meal service; providing take-away food for patrons unable to access the facility (e.g. providing bagged lunches); and offering strategies to overcome other barriers-to-access that may arise.

The successful Proponent is encouraged to engage a diverse volunteer and staff complement to support diverse accessibility needs.

C-2-4 Purchasing & Suppliers

The successful Proponent shall have demonstrated experience in purchasing food/ingredients, food service supplies, and food service equipment.

The successful Proponent will purchase and pay for all food/ingredients, and related food service supplies required for the provision of food services at Evelyn Saller Centre.

The successful Proponent shall work with suppliers to monitor and track food procurement according to sustainability and associated certifications (such as Ocean Wise seafood, certified ethical/humane, fairtrade, organic, local, etc.).

The successful Proponent will provide purchase reports and supplier delivery slips to the City for the City's review.

C-3-0 Personnel

If the on-site Manager is absent due to illness or vacation, the successful Proponent will have a backup supervision plan (that has been pre-approved by the City), that will be implemented to ensure continuity of supervision, service, safety, and quality control.

The successful Proponent will remove and replace any employee, representative, contractor, or agent of the successful Proponent, upon the City's request.

C-4-0 Staffing Requirements - Employee Management

The successful Proponent will have an on-site Manager and food service employees who are trained in, and qualified for the provision of food services at Evelyn Saller Centre.

The successful Proponent's staffing plan will meet the requirements of food services full hours of operation, including shift times, roles and responsibilities of each employee and how the successful Proponent will manage staffing when an employee is not available or does not show up for a shift.

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The successful Proponent will provide a company employee who actively works onsite at Evelyn Saller Centre, to participate in monthly safety committee meetings.

The successful Proponent will provide the Evelyn Saller Centre management with the successful Proponent's company staff meeting minutes.

The successful Proponent will meet with the Evelyn Saller Centre manager upon the Effective Date of the contract, to determine the roles and expectations of the cashiers.

The successful Proponent will identify a business lead / contact for the City to escalate concerns, issues, or areas of clarification or collaboration.

The successful Proponent's staffing plan will indicate where/how new staff will be sourced, recruited and trained to ensure they represent the diversity of the local community (including but not limited to Indigenous People, and people with lived experience of facing barriers to employment).

C-5-0 Health & Safety

Upon the City's request, the successful Proponent will submit evidence of compliance with all health regulations.

The successful Proponent shall ensure their staff undergo violence prevention training at minimum every two (2) years, and other continuous education such as: customer service, trauma informed practice, cultural competency training, food preparation and safety, etc.

The successful Proponent shall submit approval requests (using template format) to the City for the upcoming fiscal year's planned employee education/training (e.g. First Aid certification, Food Safe), including description of education/training & costs.

The successful Proponent will work in a collaborative manner in resolving incidents that occur in the kitchen. To ensure safety in the workplace, the Proponent will ensure Evelyn Saller Centre is informed of all safety incidents that occur in the kitchen, and any other items that require attention.

C-6-0 Crisis Management

The successful Proponent has established crisis management procedures, which would be followed if any such crisis were to arise in the provision of food service and cafeteria management services to the City, including specific actions that would be taken for potential crisis situations such as mental health crisis, food poisoning, Hepatitis B and other health issues.

Additionally, the successful Proponent has established business continuity plans to ensure no to limited service disruption in the event of such incidents as fire, earthquake, flood, snow, power outages, gas leak, staff shortage, pandemic, etc.

In the event of an incident that requires the involvement of Evelyn Saller Centre Security, the successful Proponent will not interfere in the incident unless requested to do so by Security. The successful Proponent will provide information to Security regarding the incident, and participate in any incident investigations or debriefs.

PROVISION OF FOOD SERVICES TO EVELYNE SALLER CENTRE

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C-7-0 Cleaning Responsibilities

The successful Proponent will maintain high standards of sanitation, and will be responsible for daily cleaning and housekeeping in all food preparation and service areas (including food service equipment, and kitchen & cafeteria floors), and for regular cleaning of cafeteria tables and chairs (after the trays have been picked up).

The City shall provide regular cleaning service for walls, windows, floors, light fixtures, draperies, blinds and dining room furnishings (except as stated above) and periodic waxing and buffing of floors. The City shall also be responsible for routine cleaning of all grease traps and filters, exhaust hoods and duct work in the kitchen and server areas, and for cleaning of walls and ceilings in the food preparation areas. The City shall be responsible for organics, recycling, trash and garbage removal, and for pest control and extermination services.

The successful Proponent shall adhere to the City's Zero Waste program, which includes separation and recycling of all containers (metal, plastic, glass), paper, cardboard, soft plastics and organics (food scraps).

The successful Proponent will maintain a clean and safe: food preparation area; food service area; and cafeteria environment.

The successful Proponent shall adhere to Annex 5 – Clearing Tables of Trays and Other Dishes.

C-8-0 Staff Security Checks

Staff of the successful Proponent may be required to work with vulnerable populations. As such, staff of the successful Proponent may be required to submit to a police record check, if requested by the City. The City retains the right to take whatever steps it deems necessary to ensure the safety of its clients and employees, including requiring the successful Proponent to redeploy a staff person to another work site in the event the City reasonably concludes that a staff person may present a material risk to the City, its clients, or its employees.

C-9-0 Contract Management

C-9-1 Start Up - Transition Plan

The successful Proponent will have a detailed start-up and transition plan, including timeframe/timelines and resources, prior to providing the food services. If resources are required from the City and/or the City's current contractor, the successful Proponent will clearly indicate what resources required, and for how long. The start-up/transition plan will ensure a smooth transition (to a new location during Q3 2021) with minimal disruption to current services.

C-9-2 Budgets

By August 31 each year, and in the form and manner specified by the City, the successful Proponent will provide the City with a written detailed budget outlining all costs projected for the upcoming calendar period of January 1 to December 31st.

The City shall notify the successful Proponent in writing whether the Budget is approved as originally submitted, or if it requires amendment.

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PART B - CITY REQUIREMENTS

The successful Proponent will provide quarterly financial statements showing financial performance to date, and projections for the remainder of the budget cycle. Amendments to the budget will be subject to agreement between the City and the successful Proponent.

The successful Proponent will submit an approximate value per meal, inclusive of food, labour, and other costs & expenses, as part of the operating budget. The successful Proponent will operate within the approved budget for each year.

C-9-3 Invoicing

The successful Proponent will submit summary monthly invoices which are supported by detailed records. Invoice details shall show the cost breakdown of the following categories:

- Food costs by category: meat, dairy, produce, meat alternatives, etc.;
- Wages;
- Overtime;
- Vacation Pay;
- Sick Pay;
- Employee Benefits;
- Operating Expenses:
 - Single-Use Items;
 - Cleaning Supplies;
 - Laundry;
 - Liability Insurance; and
- Administration Fees and/or Management Fees.

Each invoice will show the current and running year-to-date totals for each of the categories listed above. Statistics will be attached to each invoice, and will provide on a monthly basis a “**Cost per Meal**” value for each invoice period.

C-10-0 Sustainability

The City strives to be the Greenest City in the world and to address the Climate Emergency: the successful Proponent and their suppliers shall help the City to achieve these goals.

C-10-1 Waste Diversion and Reduction

The successful Proponent will work to prevent waste (e.g. work with their suppliers to reduce unnecessary packaging).

The successful Proponent will adhere to the City’s Zero Waste program:

- separation and recycling of all containers (metal, plastic, glass), paper, cardboard, soft plastics, and organics for composting (food scraps); and
- strive to ensure all packaging is reusable, compostable or recyclable.
- Single-use-item reduction strategy update per:

<https://vancouver.ca/green-vancouver/businesses-and-charitable-food-providers.aspx>

PROVISION OF FOOD SERVICES TO EVELYNE SALLER CENTRE

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C-10-2 Environmentally Friendly and Sustainable Food Content

The City is interested in increasing environmentally sustainable food content at City facilities. During the contract term, the successful Proponent should be prepared to work with vendors to identify, monitor and report on certified, sustainable food products and further opportunities.

Every calendar year, the successful Proponent will work with vendors/suppliers to provide the City with reports on:

- how sustainable certified (e.g. local, ethical Fair trade, Ocean Wise seafood, etc.) food purchases have been increased/incorporated into food service as a portion of total food purchases,
- How food (production and service) waste is being disposed of, including initiatives to reduce/eliminate waste.

C-11-0 Performance Review

The successful Proponent will attend and participate in a City-led annual performance review.

The successful Proponent will present the following information to support the annual performance review:

- Menus, ingredients, and food preparation that integrates VCH Food Standards (S1 to S12) whenever possible (Annex 4) and summary of dietician's reports
- Annual Financial performance, including monthly summary reporting of sales and transactions
- Customer service (seeking feedback from customers, process for integrating feedback into improving service, and updates on responsiveness to customers);
- Continuous quality improvement;
- Facilities cleanliness;
- Contract management;
- Health and Safety;
- Sustainability initiatives
 - Procurement /supplier metrics -sustainably-sourced food content (e.g. Ocean Wise seafood, certified ethical, organic, local, etc.)
 - "Zero Waste": prevention, reduction, diversion
 - "Zero Carbon": Initiatives to reduce ghg/carbon including, increasing, and supporting low carbon menu items (e.g. reduced red meat/dairy);
- Social outcomes achieved (number of people hired, demographics of hired staff, people trained, etc.); and
- Innovative initiatives.

After each performance review, the successful Proponent will address any performance issues raised.

PROVISION OF FOOD SERVICES TO EVELYNE SALLER CENTRE

PART B - CITY REQUIREMENTS

ANNEX 1 - ESC FLOOR PLAN (NEW) - see separate attachment

ANNEX 2 - EQUIPMENT SPECIFICATIONS - see separate attachment

ANNEX 3 - SAMPLE MENUS - see separate attachment

ANNEX 4 - VANCOUVER COASTAL HEALTH FOOD STANDARDS (2018) - see separate attachment

ANNEX 5 - CLEARING TABLES OF TRAYS AND OTHER DISHES

After the food trays have been picked up, the successful Proponent shall immediately clean the tables and chairs of any food and liquids.

After clients have finished eaten their meals, successful Proponent is to immediately pick up the food trays and put them away for washing.

The successful Proponent shall frequently check the tables, chairs, and floors for small spills and immediately clean up such spills. Any large spills, successful Proponent may call the on shift Building Service Worker for assistance.

After closing the cafeteria, the successful Proponent shall pick up the chairs and place them on top of the tables.

The successful Proponent shall, at minimum once a month, clean under the surfaces and legs of the chairs and tables

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PART C - FORM OF PROPOSAL

PART C – FORM OF PROPOSAL

RFP No. PS20210158, Provision of Food Services to Evelyn Saller Centre (the “RFP”)

Proponent’s Full Legal Name: _____

“Proponent”

Address: _____

Jurisdiction of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda 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 1 to this Form of Proposal.

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

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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 5	Certificate of Insurance
APPENDIX 6	Declaration of Supplier Code of Conduct Compliance
APPENDIX 7	Personal Information Consent Form(s)
APPENDIX 8	Subcontractors
APPENDIX 9	Proposed Amendments to Form of Agreement
APPENDIX 10	Conflicts; Collusion; Lobbying
APPENDIX 11	Proof of WorkSafeBC Registration

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 Part C 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. PS20210158, 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

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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

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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 Part C - 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 Part C - 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 Part C - 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 Part C - 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 Part C - 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.

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APPENDIX 2
QUESTIONNAIRE

Refer to Part B of the RFP, and complete this Appendix 2 - Questionnaire in the form set out below.

1. Overall Vision

Describe how you meet the requirements of the Overall Vision described in Part B of the RFP.

(insert response)

2. General Requirements

Describe how you meet the General Requirements described in Part B of the RFP.

(insert response)

3. Facilities and Equipment (C-1-0)

a. How will you meet the requirements described in section C-1-0 of Part B of the RFP?

(insert response)

b. Provide specific examples of how you currently meet similar requirements described in section C-1-0 of Part B of the RFP.

(insert response)

4. Menu Planning and Food Preparation (C-2-0)

a. How will you work to address VCH Food Standards (S1-S12) in an ongoing manner? (Annex 4)

(insert response)

b. How would you plan for special Holiday meals such as National Indigenous Peoples' Day, Christmas, and Chinese Lunar Year?

(insert response)

c. How do your menus support low-carbon offerings such as protein alternatives, to reduce red meat/dairy?

(insert response)

d. Insert your proposed Menus (7-day, and at least one special occasion menu), corresponding

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to your Commercial Proposal pricing (Appendix 3). Ensure your response includes details on ingredients, nutritional content, and sustainable content.

(insert response)

5. Meal Handling (C-2-1)

a. Provide specific examples of how you have been able to provide enough meals for a sudden and unexpected increase in the volume of patrons.

(insert response)

6. Customer Feedback & Satisfaction (C-2-2)

a. How will you address customer complaints, concerns, and other requests? Ensure your response includes your escalation process, and how you would seek, monitor, respond to, and use customer feedback to improve meals and customer service.

(insert response)

7. Service Model to Meet Diverse Accessibility Needs (C-2-3)

a. Describe your proposed service model to meet patrons' diverse accessibility needs.

(insert response)

b. If you propose to have volunteers, how would you recruit and onboard them?.

(insert response)

8. Purchasing & Suppliers (C-2-4)

a. Describe your successes in procurement, contract negotiation, contract management, supplier management, and adherence to ethical/sustainability and quality standards.

(insert response)

b. Propose a list of suppliers to enable you to successfully provide food services to Evelyn Saller Centre, and highlight any existing relationships with community, Vancouver, regional and BC food producers, and major food suppliers.

(insert response)

c. Describe your ability to work with suppliers to monitor, track, and report on food, ingredient, and related supplies, as required in section C-2-4 of Part B of the RFP.

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(insert response)

9. Personnel (C-3-0)

How will you meet the Personnel requirements described in section C-3-0 of Part B of the RFP?

(insert response)

10. Staffing Requirement - Employee Management (C-4-0)

a. Provide your proposed staffing plan (specify roles & responsibilities), to ensure full and efficient operation of Evelyne Saller Centre food services.

(insert response)

b. How will you manage staffing when an employee is not available, or does not show up for work?

(insert response)

c. Provide details on how you will ensure that new staff represent the diversity of the local community, including employment programs and partners.

(insert response)

If appropriate, you may complete the table below, to identify existing or possible Workforce Development and/or Skill Training employment programs or partners for inclusive hiring of people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, People of Color, People with Disabilities including mental health).

Category of Partnership Organizations (prioritized)	Name of the Partnership Organization(s)
1. Indigenous Peoples	
2. Ethno-Cultural/ Peoples of colour	
3. Lived Experience/ Barriers/ People with Disabilities	
4. Gender Diverse/LGBTQ2+	
5. Youth/Seniors	

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	6. Other		

11. Health & Safety (C-5-0)

a. How do you propose to identify staff education/training needs, and obtain the City's approval to provide education/training?

(insert response)

b. Outline your health and safety plans and approaches, showing how you comply with WorkSafeBC requirements.

(insert response)

12. Crisis Management (C-6-0)

a. Provide details of your established business continuity plans, ensuring that you provide details of your crisis management procedures (e.g. in the event of food poisoning, Hepatitis B infection, emergencies, etc.).

(insert response)

13. Cleaning Responsibilities (C-7-0)

a. How will you meet the requirements described in section C-7-0 of Part B of the RFP?

(insert response)

b. Propose table clearing procedures, and cleaning procedures for Evelyn Saller Centre.

(insert response)

14. Staff Security Checks (C-8-0)

Will you be able to comply with the police record check requirement of section C-8-0 of Part B of the RFP?

(insert response)

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15. Start-up - Transition Plan (C-9-1)

Propose a start-up transition plan for supporting the opening of a new kitchen and cafeteria at the new Evelyn Saller Centre location during Q3 2021.

(insert response)

16. Invoicing (C-9-3)

Provide an example of your monthly invoice that meets the requirements described in C-9-3 of Part B of the RFP.

(insert response)

17. Sustainability (C-10-0)

a. What efforts has your organization taken to-date, or have plans to undertake, to address the Climate Emergency?

(insert response)

b. Provide details on operational initiatives to reduce/eliminate waste, carbon (green house gases/ghg, energy usage, etc.) as the food service provider to Evelyn Saller Centre.

(insert response)

c. Complete the **Social Sustainability Questionnaire** below.

Social Sustainability Questionnaire

INDIGENOUS PARTICIPATION

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous peoples or organizations? Y/N

a. If yes, please describe in detail:

PROPONENT SUPPLIER DIVERSITY (Responses will be kept confidential in accordance with the Legal Terms and Conditions of the RFP.)

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications 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

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disabilities or LGBTQ2+ people).

Owned/controlled/certified (Prioritized)

- ☐ Indigenous Peoples
- ☐ Non-Profit/Charity (Social Enterprise)

Owned/controlled/ certified (Other)

- ☐ Ethno-cultural /Persons of color
- ☐ People with Disabilities / Lived experience
- ☐ Gender Diverse/ LGBTQ2+
- ☐ Coop / CCC/ BCorp certified
- ☐ Supplier Diversity Certification
- ☐ None of the above

PROPONENT EMPLOYMENT EQUITY & WORKFORCE DIVERSITY (organization wide)

EMPLOYMENT EQUITY

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)
2. Do you regularly conduct an employee equity “survey” or similar information/data collection on workforce diversity? Y/N
 - a. Please describe how you track/monitor your workforce diversity including frequency

d. Complete the Workforce Diversity table below. Responses will be kept confidential in accordance with the Legal Terms and Conditions of the RFP.

WORKFORCE DIVERSITY

As best known, in the space below, indicate the proponent’s company profile with regards

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<p>to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).</p>	
<p><u>Overall Workforce Diversity:</u></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p><u>Leadership/Management/Executive Workforce Diversity:</u></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>
<p><u>If you choose not to respond please indicate why:</u></p> <p><input type="checkbox"/> <u>Do not track this information</u></p> <p><input type="checkbox"/> <u>Do not want to share this information</u></p>	

18. Waste Diversion and Reduction (C-10-1)

<p>a. How will your waste diversion and reduction strategy meet the City's Zero Waste requirements?</p>
<p>(insert response)</p>
<p>b. What experience does your company have with a Zero Waste program to reduce/eliminate waste?</p>
<p>(insert response)</p>

19. Environmentally Friendly and Sustainable Food Content (C-10-2)

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a. Outline what approach you currently have, or would suggest to implement with your suppliers, to increase environmentally sustainable food content during the contract term.

(insert response)

20. Performance Review (C-11-0)

Describe how you will meet the City's performance review requirements.

(insert response)

21. Innovation

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Scope of Work. In the space below, note any proposed innovative approaches to meeting the City's requirements.

(insert response)

22. Alternative Solutions

If, in addition to proposing services which meet the City Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

(insert response)

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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 Part A, Section 7.0 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.

Ensure your Commercial Proposal clearly states your proposed Operating Budget.

Complete the table below, and clearly show the relevant cost components of your proposed Operating Budget.

Your proposed Menus (inserted as the response to Appendix 2 - Questionnaire, question 4d. 'Meal Planning and Food Preparation' C-2-0) must correspond to your Commercial Proposal.

Your Commercial Proposal must reflect your Proposal responses to meeting Part B - City Requirements - Appendix 2 Questionnaire responses, and fulfill the RFP requirements for ESC operating 12-13 hours per day, 365 days per year, averaging approximately 600-850 meals per day, or approximately 220,000-308,000 meals per year.

INITIAL OPERATING BUDGET (in CAD\$)	
Food & Ingredients	
Food Supplies	\$
TOTAL FOOD COST (A)	\$
Wages	\$
Vacation Pay	\$
Employees Benefits	\$
Other (Describe & add rows if required)	\$
TOTAL LABOUR COSTS (B)	\$
OTHER EXPENSES	
Single-Use items	\$
Cleaning Supplies	\$
Laundry	\$

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Liability Insurance	\$
Administration Expenses (insert) % of the total annual operating budget	\$
Other (Describe & add rows if required)	\$
TOTAL OTHER EXPENSES (C)	\$
MANAGEMENT FEE (D) = (insert) % of the total annual operating budget	\$
TOTAL ANNUAL OPERATING BUDGET (A+B+C+D)	\$
Food Cost Per Meal, based on meals/year	\$
Labour Cost Per Meal, based on meals/year	\$
TOTAL COST PER MEAL, based on meals/year	\$

☐

By colouring in this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy as described in Section 10.0 of Part A and in the Form of Agreement attached hereto as Part D.

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APPENDIX 4

PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the City Requirements 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	

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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 5 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.)

The successful Proponent will be required to carry Commercial General Liability Insurance with coverage of at least \$5 million per occurrence, and at least \$5 million in the aggregate.

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APPENDIX 6

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - 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: _____

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APPENDIX 7

PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - 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 #PS20210158

Title: Provision of Food Services to Evelyn Saller Centre

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

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APPENDIX 8
SUBCONTRACTORS

Complete this Appendix 8 - 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		
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).	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.	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	

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

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APPENDIX 9

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. **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
	none	

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APPENDIX 10

CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - 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 Part C - 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)	

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APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

**PART D
FORM OF AGREEMENT**

**AGREEMENT FOR FOOD SERVICES
EVELYNE SALLER CENTRE**

The Agreement is made as of _____, 2021 (the “Effective Date”).

BETWEEN:

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

(the “City”)

AND:

[Insert name and address]

(the “Contractor”)

(both, in some places herein, referred to as “parties” in the plural or “party” in the singular)

WHEREAS:

- A. In approximately mid-2021, the City issued publically its Request for Proposals No. PS20210158 (the “RFP”) by which it sought from qualified service providers proposals for the provision of publicly available meals/food services at the City’s community centre known as the Evelyn Saller Centre (the “Centre”).
- B. The Contractor subsequently submitted a proposal in response to the RFP (the “Proposal”), and the parties now wish to enter into the Agreement regarding the subject of the RFP and Proposal.

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THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In the Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **“Agreement”** means the legal agreement between the parties regarding the subject matter of and as set out in this document, as duly executed by the parties, and all other Contract Documents;
- (b) **“Centre”** has the meaning given above herein or such other City facility as may its successor in function;
- (c) **“Change in Control”** means an occurrence by which any person, organization, group or Competent Authority acquires or takes legal control of a corporation or other business organization or of a business;
- (d) **“City Policies”** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies described or referred to in the Contract Documents as being applicable to the Services or brought to the Contractor’s attention as such from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time;
- (e) **“Competent Authority”** means any governmental body, board, agency, agent or authority of any kind having lawful power to permit, license, prohibit, oversee and/or monitor any activity governed by Law and to enforce lawful standards, prohibitions and requirements applicable thereto;
- (f) **“Confidential Information”** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of the Agreement by either party or any of its Representatives to the other party or its Representatives in connection with the Agreement, concerning:
 - (i) the Agreement; or
 - (ii) the affairs, operations, processes, know-how, Contractors, plans or intentions of the disclosing party, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving party in breach of the Agreement);
- (iv) any information that was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party;
- (v) any information that was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party’s knowledge, is not bound by a confidentiality agreement or other duty of confidentiality

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- with or to the disclosing party otherwise prohibited from disclosing the information to the receiving party;
- (vi) any information that was known to the receiving party before the information was disclosed to it by the disclosing party and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under the Agreement) with or to the disclosing party;
 - (vii) any information that the parties agree in writing is not confidential or may be disclosed; and
 - (viii) any information unrelated to the Agreement that is developed by or for the receiving party independently of and without reference to the information disclosed by the disclosing party;
- (g) **“Consent”** means an approval, clearance, permission, consent, permit, licence, appointment, designation or authorization of any kind, conditional or otherwise, of or from any Competent Authority acting as such;
- (h) **“Contract Documents”** means this form of agreement document, as duly executed by the parties, and any and all other documents and records annexed or attached to it and/or incorporated into it by reference;
- (i) **“control”** includes the following:
- (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iii) the general partner of a limited partnership controls the limited partnership; and
 - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.
- (j) **“Effective Date”** means the date upon which the Agreement comes into effect as set out near the top of the first page of this form of agreement document;
- (k) **“Encumbrance”** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (l) **“Environmental Law”** means any Law which imposes any obligations relating to:

-
- (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
 - (m) **“Force Majeure”** means, exhaustively, any:
 - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Contractor’s personnel and other employees, Subcontractors or any other person for whom the Contractor is responsible;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either party to perform its obligations under the Agreement;
 - (n) **“Good Industry Practice”** means, in relation to the Services or the performance of any other obligation under the Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Contractor;
 - (o) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
 - (p) **“Key Personnel”** means any Contractor personnel identified as such in the Proposal and all substitutes therefor as agreed to between the parties;
 - (q) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials , which affect or are otherwise applicable to the Services, the Contractor, the Centre or any other lands affected by the Services;

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- (r) **“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;
- (s) **“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 Contractor in writing;
- (t) **“Living Wage Employee”** means any and all employees of the Contractor and Subcontractors of the Contractor 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;
- (u) **“multiple employer workplace”** has the meaning given in the WCA in respect of its occupation health and safety provisions;
- (v) **“OHS Requirements”** means workplace and occupational health or safety Laws prescribed under and pursuant to the WCA and all City Policies and City requirements applicable to workplace safety on City property;
- (w) **“Permitted Purpose”** has the meaning given below herein in relation to Confidential Information;
- (x) **“personnel”** includes a person’s, group’s, body’s or organization’s directors, officers, principals, employees, agents and representatives and contractors and Subcontractors and their directors, officers, principals, employees, agents and representatives;
- (y) **“Primary Representative”** means the City and Contractor personnel designated as such hereunder;
- (z) **“prime contractor”** has the meaning given in the WCA in respect of its occupational health and safety provisions as applicable to “multiple employer workplaces” as defined therein;
- (aa) **“Proposal”** has the meaning given above herein and a copy of it is annexed hereto as Schedule B;
- (bb) **“Release”** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (cc) **“RFP”** has the meaning given above herein and a copy of it is annexed hereto as Appendix A;
- (dd) **“Safety Incident”** means:
- (i) a failure by the Contractor or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by the Contractor or a Subcontractor.

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- (ee) **“Sales Tax”** has the meaning given below herein;
- (ff) **“Services”** means the services the Contractor is to provide hereunder as described in the Contract Documents;
- (gg) **“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.
- (hh) **“Student”** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Contractor or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- (ii) **“Subcontractor”** means contractor or subcontractor to the Contractor participating in the Contractor’s performance of the Services;
- (jj) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (kk) **“Term”** means the period of time beginning on the Effective Date and ending on the date which is three (3) years later, plus any additional periods of time by which the Term is extended in accordance herewith;
- (ll) **“WCA”** means the *Workers Compensation Act* (British Columbia) and its regulations.

1.2 Headings

This division of the Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of the Agreement.

1.3 Interpretation

In the Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) the terms “hereof”, “hereunder”, “herein”, “hereby”, “hereto” and other similar expressions using the work “here” refer to the Agreement and/or to a particular part the Agreement, as the case may be;
- (c) any provision calling for an “agreement” between the parties also requires that such agreement be recorded in writing and duly executed by both parties;
- (d) the words “include”, “includes”, “including” and “included” shall have their plain and ordinary meanings and shall not be construed so as to refer only to the things explicitly identified by them or to be otherwise in any way limited in scope, and the rule of interpretation known as *ejusdem generis* shall not apply;
- (e) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (f) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (g) The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all.
- (h) Notwithstanding the foregoing, in the event of any conflict or inconsistency between or among any of the Contract Documents, then in order to resolve the conflict or inconsistency, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
 - (i) this form of agreement, as duly executed by the parties, excluding, for purposes of this Section 1.3(h), Appendices A and B hereto;
 - (ii) the RFP; and
 - (iii) the Proposal.

ARTICLE 2 TERM

2.1 Term

Subject to its terms and conditions, the Agreement shall come into full force and effect on the Effective Date and shall remain in full force and effect at all times thereafter until expiry of the Term.

2.2 Extension

- (a) Notwithstanding the foregoing, the parties, each time by agreement made prior to expiry of the Term, may extend the Term for up to three additional and consecutive periods of two (2) years each, for a maximum possible total of nine (9) consecutive years.
- (b) Notwithstanding the foregoing, if the City and the Contractor continue to deal with each other in respect of the subject matter of the Agreement following the expiry of the Agreement, without any additional or other written agreement in respect thereof, the Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

ARTICLE 3 GENERAL

3.1 Services

- (a) The Contractor will perform the Services during and throughout the Term and in accordance with the Contract Documents.
- (b) The Contractor will maintain at all times during and throughout the Term sufficient business capacity and inventories of the supplies and other things necessary for the provision of the Services and to meet the business plans and requirements of the City.
- (c) In connection with and for its performance of the Services, the Contractor will supply, without additional compensation, all services, conveniences, materials or features not explicitly provided for the Contract Documents but which are necessarily ancillary to or supportive of the full performance of the Services as described in the Contract Documents.
- (d) In connection with the Contractor's provision of the Services, the City, at all times during and throughout the Term, will:
 - (i) provide space at the Centre therefor and there will provide all facilities, fixtures, appliances, equipment, furnishings, materials, supplies and other things therein and therefor as described in and in accordance with the Contract Documents; and
 - (ii) pay the Contractor, in connection with its provision of the Services, monies in amounts as determined in accordance with and at times as provided for in the Contract Documents.

3.2 Application to Prior Acts

If and insofar as the Contractor has commenced any part of the Services prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of the Agreement, unless otherwise expressly agreed between the Contractor and the City.

3.3 Sufficiency and Competence of Personnel

- (a) The Contractor shall at all times and in accordance with all applicable Laws supply sufficient numbers of fit, skilled, qualified and experienced Contractor Personnel to carry out the Services as required by and in accordance with the Contract Documents.
- (b) The Contractor warrants that it and all its personnel have and will have the experience, competence, certifications, qualifications and capacity necessary for the Services.

3.4 Standards and Requirements

The Contractor shall provide the Services and perform all other obligations under the Agreement in an expeditious manner and at all times in accordance:

- (a) with all applicable Laws and Consents;
- (b) with City Policies; and
- (c) where no higher standard is expressly required hereby, with Good Industry Practice.

3.5 Consents

The Contractor, at its expense, shall obtain, maintain and comply with all Consents required by Law to enable it to lawfully perform its obligations under the Agreement, except to the extent as may be otherwise expressly stated in the schedules hereto.

3.6 Warranties

- (a) The Contractor warrants that the Services shall be performed in accordance with the Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Services.
- (b) All goods, works and materials provided under the Agreement as part of the Services shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Contractor, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (d) If requested by the City, the Contractor shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Services.
- (e) The Contractor shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.6 or to evidence the Contractor's compliance with this Section 3.6, and the Contractor shall assign all warranties, and do

all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.6.

3.7 Relationship Between the Parties

The Contractor in its provision of the Services and performance of its other obligations under the Agreement shall at all times be and act only as an independent contractor on its own account and shall have no authority to act in any way as a City agent or representative. The Agreement does not and will not in any way create any relationship of partnership, agency, joint enterprise or other like relationship between the parties, and the Contractor shall be fully, solely and in all other ways responsible for all employment-related obligations in connection with its personnel participating in the Services.

3.8 Title and Risk

- (a) The Contractor warrants that title in each good, work or improvement supplied by the Contractor hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Contractor hereunder shall pass to the City upon the earlier of when supplied.
- (c) The Contractor shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.
- (d) The Contractor must not enter any contract that reserves ownership of goods or materials supplied by the Contractor hereunder in favour of any third party and, at the request of the City, the Contractor must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing, the Contractor is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvement it supplies hereunder and each material used in connection with the Services, until the completion of the Services as required hereunder or as otherwise provide for herein.

3.9 Living Wage

- (a) Subject to Section 3.9(b), it is a condition of the Agreement that, for the duration of the Term the Contractor pays all Living Wage Employees not less than the Living Wage.
- (b) Notwithstanding Section 3.9(a), the Contractor 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.
- (c) The Contractor shall ensure that the requirements of Section 3.9(a) apply to all Subcontractors.
- (d) A breach by the Contractor of its obligations pursuant to Sections 3.9 (a) and (c) shall constitute a material breach by the Contractor of the Agreement that shall entitle the City to terminate the Agreement in accordance with its terms and conditions;
- (e) The Contractor 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:

- (i) the number of Living Wage Employees of the Contractor and each Subcontractor who were paid a Living Wage pursuant to this Section 3.12 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 Contractor pursuant to this Section 3.12; and
- (ii) the total incremental costs incurred by the Contractor, including any amounts paid to Subcontractors, in order to fulfill its obligations pursuant to this Section 3.9 to pay a Living Wage to the Living Wage Employees described in Section 3.9(e)(i).

ARTICLE 4

Primary Representatives

4.1 City's Primary Representative

- (a) The City hereby designates as its Primary Representative.
- (b) The City's Primary Representative, and any additional Primary Representatives designated as such by the City by written notice to the Contractor, has, for so long as he or she remains one, full authority to act on behalf of the City in relation to all matters arising under the Agreement.
- (c) Any instruction from the City to the Contractor pursuant to the Agreement shall be issued through the City's Primary Representative and shall be effective if in writing or confirmed in writing within seven days of oral instruction. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (d) Notwithstanding the foregoing, the City's Primary Representative may, in writing, delegate his or her authority hereunder to other City personnel on written notice thereof to the Contractor.

4.2 Contractor's Primary Representative

- (a) The Contractor hereby designates as its Primary Representative.
- (b) The Contractor's Primary Representative, including any additional Primary Representatives designated as such by the Contractor by written notice to the City, has, for so long as he or she remains one, full authority to act on behalf of the Contractor in relation to all matters arising under the Agreement.
- (c) The Contractor's Primary Representative may delegate his or her authority hereunder to other Contractor personnel on written notice thereof to the City.

4.3 Designation of New Primary Representatives

Each party, by prior written notice to the other, may from time to time designate a new Primary Representative or discontinue that designation for any individual previously designated as such.

ARTICLE 5 CONTRACTOR WARRANTIES AND COVENANTS

5.1 General Representations and Warranties

The Contractor represents and warrants that:

- (a) the Contractor has the full right, power, and authority to enter into the Agreement and to perform the Services;
- (b) the Contractor is a duly organized, validly existing and in good standing under the laws of and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Contractor is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of the Agreement does or shall constitute or result in a violation or breach;
- (d) the Contractor has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Services;
- (e) all statements made by the Contractor in its Proposal are true and accurate;
- (f) the Contractor and its personnel possess a level of skill and expertise for th Services commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under the Agreement;
- (g) the Contractor understands that the City is relying upon the skill, judgment and expertise of the Contractor in the carrying out of the Services;
- (h) the Contractor and its personnel are duly accredited to perform those of the Services as by applicable Laws require accreditation and all its personnel are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Services and the Centre;

5.2 Health and Safety

The Contractor, in and in respect of its performance of the Services, shall:

- (a) comply at all times with OHS Requirements and take all reasonably necessary steps to ensure similar compliance from all its personnel;
- (b) at all times take all reasonable precautions to maintain the health and safety of workers;
- (c) be at all times registered and in good standing pursuant to all Applicable Laws regarding compensation insurance and worker safety and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Contractor's receipt of such notice, correspondence or direction;
- (d) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Services;

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- (e) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
 - (f) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
 - (g) unless the City in writing otherwise directs, will be and as such will perform all the duties and responsibilities of the prime contractor for the Centre as a multiple employer workplace.

5.3 Breach of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Contractor (or by a Subcontractor) violates any OHS Requirement, the Contractor shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to anything else herein, promptly remove any person responsible for the violation from the provision of the Services if reasonable to do so or if requested to do so by the City.

5.4 Environmental

- (a) The Contractor, in its performance of the Services, shall:
 - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at, in and about the vicinity of the Centre;
 - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Services in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Contractor's expense;
 - (iii) perform the Services with the least degree of environmental degradation during and as a result of such performance; and
 - (iv) without restricting the generality or application of any other provisions of the Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in the Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the

life or health of any person or that endanger the environment or that are regulated by applicable Law.

- (b) The Contractor shall not at anytime bring or store or permit to be used at, in or about the Centre, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Services, and (ii) brought or stored or permitted to be used at the Centre in compliance with all Laws (including Environmental Laws). The Contractor shall not at anytime Release nor permit the Release of any Hazardous Substances into the environment. The Contractor is solely responsible for all Hazardous Substances introduced to the Centre or the environment by the Contractor or its personnel and the Contractor shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances at, in or about the Centre.

5.5 Further Covenants Regarding the Centre

The Contractor shall:

- (a) at its sole cost, keep all areas within and about the Centre used by it in connection with the Services in safe and tidy conditions and maintain and operate the fixtures, equipment and other things it used therein in a good, workmanlike and safe manner; and
- (b) not to do anything at, in or about the Centre which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Centre or adjacent areas or to any works or structures or installations thereon or thereabout.

5.6 No Encumbrances

- (a) In connection with the Services, the Contractor shall keep the Centre and all Contractor supplied equipment and other things included in the Services, and each part thereof, free of all Services related Encumbrances and, if any such Encumbrance becomes attached thereto, the Contractor shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Contractor.
- (b) The Contractor acknowledges and agrees that, in the event the Contractor fails to discharge any Encumbrance contemplated in Section 5.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Contractor to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 5.6(b).

5.7 No Conflicts of Interest

- (a) Neither the Contractor, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with the Agreement.
- (b) To the best of the Contractor's knowledge, the Contractor, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers

or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Services. Should such a conflict or perceived conflict arise during the term of the Agreement, the Contractor shall declare it immediately in writing to the City. The City may direct the Contractor to resolve any conflict or perceived conflict to the satisfaction of the City. The Contractor warrants that neither the Contractor nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Contractor's provision of the Services.

5.8 Warranties

- (a) The Contractor warrants that the Services shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Services.
- (b) All goods or materials provided under the Agreement as part of the Services shall be new and fully warranted for a reasonable period from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Contractor affirms and covenants that such warranty is, and shall be, provided by the Contractor if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (c) All goods, works and materials provided under the Agreement as part of the Services shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (d) All costs associated with warranty replacements or repairs shall be the responsibility of the Contractor, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (e) If requested by the City, the Contractor shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Services.
- (f) The Contractor shall deliver to the City all such documentation as the City may require to evidence any warranty required by or the Contractor's compliance with this provision and the Contractor shall assign all manufacturer warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth herein.

5.9 Relationship Between the Parties

The Contractor in its provision of the Services and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Contractor shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.

ARTICLE 6 PERSONNEL

6.1 Separate Personnel

For purposes and in connection with the Agreement, the Services and the Centre, all Contractor Personnel shall in all ways, at all times and for all purposes be and remain personnel of the Contractor or its Subcontractors, as the case may be, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment, agency or other similar relationship between such the City and the Contractor or any of its personnel. If contrary to this intention such personnel are treated as personnel of the City for the purposes of any applicable Law, the Contractor shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

6.2 Changes in Personnel

The City may, in circumstances in which it reasonably believes that any particular Contractor personnel are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to participate in the Services satisfactorily and safely, request the removal or replacement of any Contractor personnel engaged in the Services, provided that such request is made in writing stating in detail City's reasons therefor, in which case, the Contractor shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Contractor its reasonable properly incurred costs of replacement.

6.3 Key Personnel

- (a) The Contractor shall:
 - (i) use best efforts to retain Key Personnel for the duration of the provision of the Services;
 - (ii) take reasonable steps to ensure that Key Personnel dedicate their time fully to the Services (unless otherwise agreed or approved by the City in writing);
 - (iii) promptly inform the City should any of the Key Personnel leave, or give notice of an intention to leave the Contractor, and obtain a substitute or substitutes;
 - (iv) not reassign or allow the reassignment of the Key Personnel to other projects during the term of the Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (v) take all reasonable steps to ensure that the Key Personnel perform their roles and responsibilities in accordance with any organizational structure agreed in writing between the Parties.
- (b) If:
 - (i) the Contractor wishes to reassign or to replace an individual designated as Key Personnel; or
 - (ii) an individual designated as Key Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Contractor shall provide a substitute with experience and qualifications equivalent or greater than the Key Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

- (c) Key Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Services.
 - (d) All Key Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Contractor in relation to specific individuals or positions to be filled from time to time.
- 6.4** The Contractor's choice of personnel to be made in any way responsible for handling City funds and/or Services related cash at the Centre will be subject to City approval in each and every case, and, as and when the City might choose, any and all such employees will be subject to such background and/or security checks as the City may require.
- 6.5** The City may require background and/or security checks as it considers advisable regarding any Contractor personnel who, in connection with the Services, will or may interact with members of the public who, in the City's reasonable opinion, by reason of personal circumstances, are in any way vulnerable persons, and in that respect the City may at any time take whatever reasonable steps it considers necessary to ensure the safety of all such persons coming to the Centre, including requiring the Contractor to reassign any of its personnel the City reasonably believes on that basis may present a material risk to such vulnerable persons.

ARTICLE 7 PAYMENT; AUDITS

7.1 Payment to the Contractor

- (a) Subject to the Agreement, the City shall pay the Contractor for the Services in accordance with the Contract Documents, following the receipt of invoices prepared and delivered in accordance with Section 7.2(b) and Section 7.3.
- (b) Unless otherwise explicitly provided for in the Contract Documents, the Contractor shall pay any and all Services related costs, including freight, insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Contractor as required by it for the purposes of the Services and any other incidental costs.
- (c) Notwithstanding any other provisions of the Agreement, the Contractor shall not be entitled to payment for any Services not performed in compliance with the provisions of the Agreement.

7.2 Invoices

- (a) Unless otherwise required by the Contract Documents, each of the Contractor's invoices for payment from the City in connection with the Services shall set out, as a minimum (and in such form or format as required by the City):
 - (i) the City purchase order number(s) relating to the particular Services to which the invoice relates;
 - (ii) an itemized list of the amounts owing;

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- (iii) the invoice date and the time period to which the invoice relates;
 - (iv) a description of the portion of the Services to which the invoice relates;
 - (i) the total amounts payable under the invoice and details of any applicable taxes;
 - (ii) all supporting documentation relating to expenses; and
 - (iii) such other information as the City may require from time to time.
- (b) Any terms or conditions proposed by the Contractor to govern the Services that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

7.3 Procedure for Invoices

- (a) Subject to the Contract Documents, the Contractor shall address each of its invoices to the City, Attention: Accounts Payable, and email it to APInvoice@vancouver.ca, or to such other address as is specified in an applicable purchase order, and the City shall thereafter pay the invoice within 30 days, provided the other requirements of the Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Contractor shall provide banking information to the City to enable it to do so.

7.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

7.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Contractor is contested by the City, the City shall give prompt notice thereof, together with reasons to the Contractor.

7.6 Audits

- (a) The Contractor shall maintain up-to-date records and accounts which clearly document the provision of the Services 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 Contractor (subject to reimbursement of the Contractor'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 the Agreement. For avoidance of doubt, any records and accounts provided by the Contractor in accordance with this Section 7.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of all of the Services or earlier termination of the Agreement, the City can itself, on notice of not less than 14 days,

require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Contractor by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Contractor in accordance with this Section 7.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Contractor's reasonable requirements as to confidentiality as the Contractor deems (at its sole discretion) to be appropriate in the circumstances; and

- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 7.6(b) shall be payable by the Contractor to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Contractor and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Contractor in respect of the Services, then the costs of the relevant audit shall be for the account of the Contractor.

7.7 Set Off

Notwithstanding any provision to the contrary in the Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Contractor hereunder any sums which are due from the Contractor to the City or which the Contractor is liable to pay to the City under the Agreement or in connection herewith (including without limitation any monies overpaid to the Contractor under the Agreement or otherwise due and payable to the City by reason of any error in payment under the Agreement).

ARTICLE 8 LIABILITY AND INSURANCE

8.1 Covenants of Indemnification by the Contractor

- (a) The Contractor will indemnify the City and its officials, officers, employees and agents and hold them harmless from and against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges arising out of or in connection with or consisting of:
 - (i) any:
 - (A) damage to the Centre or any part thereof, or any property whether located at the Centre or otherwise, which occurs during the provision of the Services;
 - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) damage to the natural environment, including any remediation cost recovery claims;
 - (D) loss or damage arising from a claim by any third party concerning or arising out of the Services, or by any employee or Subcontractor of the Contractor for any reason;
 - (E) occupational illness, injury or death of any person, whether at the Centre or otherwise, which occurs during, or as a result of, the provision of the Services;

-
- (F) failure by the Contractor to fully comply with the provisions of the Agreement;
 - (G) breach by the Contractor or any Subcontractor of any Law in the course of, or as a result of, the provision of the Services;
 - (H) actual or alleged infringement of any use of any process, work, material, matter, thing or method used or supplied by the Contractor or any Subcontractor in the provision of the Services; or
 - (I) breach of the warranties of the Contractor contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or the Agreement, of the Contractor, a Subcontractor or any employee, agent or contractor of any of them; or
- (ii) any defect in a good, work or material provided as part of the Services or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing herein shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Contractor to any person, including without limitation any liability for:
 - (i) the Contractor's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Services; or
 - (ii) any loss or damage flowing from the termination of the Agreement.

8.2 Contamination of Lands

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Contractor agrees and covenants that if, at any time during the term or following the expiry of the Agreement, the Centre or any other lands affected by the Services are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Services, the Contractor shall forthwith at its sole cost:

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

8.3 Insurance

- (a) In addition to those mandatory insurance policies that the Contractor is required to carry by any applicable Laws, the Contractor shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of the Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$5 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as

an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.

- (b) The Contractor shall ensure that any Subcontractors also maintain the same insurance as the Contractor, having regard to the obligations under the Agreement which they are contracted to fulfil.
- (c) The Contractor's liabilities under the Agreement shall not be deemed to be released or limited by the Contractor taking out the insurance policies referred to in Section 11.4(a).
- (d) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from the City to the Contractor under the Agreement, and as and when reasonably requested by the City, the Contractor shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required hereunder have been taken out and are being maintained.

ARTICLE 9

FORCE MAJEURE; TERMINATION

9.1 Force Majeure

- (a) Neither party shall be deemed to be in breach of the Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under the Agreement due to Force Majeure.
- (b) If either party's performance of its obligations under the Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay caused by such event;
 - (iii) it shall not be entitled to payment from the other party in respect of extra costs and expenses incurred as a result the event of Force Majeure; and
 - (iv) within five days of the cessation of any Force Majeure event, the party affected thereby shall submit a written notice to the other party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under the Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a party affected by an event of Force Majeure, if the event of Force Majeure renders it impossible or impractical for the Contractor to

provide the Services in accordance with the Agreement for a period of 3 days, the City may terminate the Agreement upon notice delivered to the Contractor thereafter.

9.2 City Suspension and Termination

The City may:

- (a) order the suspension of all or part of the Services at any time and for such period as it determines, by notice with immediate effect to the Contractor, in the event of a Safety Incident, and upon receipt of any such notice of suspension, the Contractor shall immediately cease performing the Services, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) suspend all or part of the Services (for such period as it determines) or terminate the Agreement at any time (and for its convenience) upon 90 days' written notice to the Contractor, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Services and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) if the City reasonably considers that the Contractor is not discharging any of its material obligations under the Agreement, inform the Contractor by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Contractor of at least 14 days terminate the Agreement.
- (d) terminate the Agreement with immediate effect if:
 - (i) the Contractor becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
 - (ii) a Change in Control of the Contractor occurs and the City reasonably believes that the Change in Control shall substantively and negatively affect the Contractor's ability to perform its obligations under the Agreement.

9.3 Contractor Termination Rights

After giving at least seven days' written notice to the City, the Contractor may terminate the Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services if:

- (a) it has not received payment of any monies due it hereunder within 90 days after delivery of invoice therefor to the City and not less than 39 days after the Contractor has delivered to the City a written reminder of the overdue payment; or
- (b) the City commits any material or persistent breach(es) of its obligations under the Agreement which render(s) performance by the Contractor of its obligations under the Agreement or a substantial part thereof impossible or significantly adversely affect(s)

such performance of the Agreement as a whole and further which, remain(s) uncorrected after 60 days of notice to the City thereof.

9.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of the Agreement for any reason, the Contractor shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Contractor during the course of performing the Services;
 - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of the Agreement;
 - (iii) return all of the Centre access cards, equipment and other items provided under the Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Contractor shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Services or the continuing development of the Centre.
- (b) The Contractor shall be entitled to be paid its reasonable and properly incurred costs of compliance with the foregoing and its reasonable demobilization costs, to a maximum total of \$1,000, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Contractor in the provision of any part of the Services, in which case all such costs shall be for the Contractor's own account.
- (c) On termination of the Agreement for any reason, the Contractor shall be entitled to payment hereunder for any completed portion of the Services rendered in full compliance herewith prior to the time of termination.

9.5 Other Surviving Rights and Liabilities of Parties

- (a) Termination of the Agreement shall not prejudice or affect any accrued rights or claims and liabilities of the parties.
- (b) Sections 5.8 and 7.6, ARTICLE 8, ARTICLE 11 and ARTICLE 14 shall remain in force termination of the Agreement or expiry of the Term.

ARTICLE 10 ASSIGNMENT AND SUBCONTRACTING

10.1 Assignment

Neither party shall assign, transfer, mortgage, charge or deal in any other manner with the Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

10.2 Subcontracting

- (a) The Contractor shall not subcontract the whole or substantially the whole of the Services.
- (b) Without prejudice to the foregoing, save in the case of Subcontractor(s) whose role in the provision of the Services is expressly provided for in the schedules hereto (and only to the extent so provided for), the Contractor may not subcontract any part of the Services without the City's prior written consent.
- (c) The Contractor shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Contractor to the City upon request.
- (d) The Contractor shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Contractor is unable to enter into a contract with a Subcontractor whose role in the provision of the Services is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Contractor shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Contractor its employees or agents themselves.

ARTICLE 11 PRIVACY; CONFIDENTIALITY

11.1 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

11.2 No Promotion

The Contractor shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Contractor shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

11.3 Confidentiality Obligations

Each party shall keep the Confidential Information of the other party confidential and each party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a “**Permitted Purpose**”), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 11.

11.4 Disclosure to Representatives

A party may disclose the other party’s Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives’ compliance with the confidentiality obligations set out in this ARTICLE 11.

11.5 Disclosures Required by Law

A party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other party before doing so, gives the other party a reasonable opportunity to take any steps that the party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

11.6 Other Disclosures by the City

The City’s obligations under this Article 13 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 11, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

11.7 Interpretation; Enforcement and Survival

The parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 11 could cause the other party to suffer loss which may not be adequately compensated for by damages and that the other party may, in addition to any other remedy or relief, enforce the performance of the Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 12 TAXES

12.1 Taxes for Own Accounts

Unless otherwise expressly stated in the Agreement, any Taxes becoming due and payable by either party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to the Agreement, shall be for the account of that party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise*

Tax Act (Canada) and similar Canadian provincial legislation) (collectively, “**Sales Tax**”) as a result of the sale of the Services within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

12.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Contractor; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with this Section is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Contractor on the date on which the remainder of the payment to which it relates was paid to the Contractor.
- (c) The Contractor agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with this Section.
- (d) If the City does not withhold an amount under this Section which it is required to withhold pursuant to any laws relating to Taxes, the Contractor agrees to pay that amount to the City, upon request by the City.
- (e) The Contractor agrees that the City shall not be required to increase any payment to the Contractor by the amount withheld by the City under this Section.

ARTICLE 13 DISPUTE RESOLUTION

13.1 Optional Procedure

All claims, disputes or issues in dispute between the parties regarding the Agreement and/or the Services shall be resolved by reasonable and good faith negotiations or, failing that, if the parties agree in writing, by mediation or arbitration or otherwise by the courts of competent jurisdiction in the Province of British Columbia.

13.2 Arbitration

In the event that parties agree to arbitration pursuant to Section 13.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 14 MISCELLANEOUS

14.1 Time of the Essence

Time is of the essence of the Agreement, including without limitation in relation to the Time(s) for Completion.

14.2 Costs

Each of the parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of the Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

14.3 Benefit of the Agreement

The Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

14.4 Entire Agreement

The Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties in relation to the subject matter hereof other than as expressly set forth in the Agreement.

14.5 Amendments and Waiver

No modification of or amendment to the Agreement is valid or binding unless set forth in writing and fully executed by both of the parties hereto and no waiver of any breach of any term or provision of the Agreement is effective or binding unless made in writing and signed by the party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

14.6 Notices

- (a) Any order, demand, notice or other similar communication to be given to a party in connection with the Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to the City's Primary Representative or the Contractor's Primary Representative, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to the City's Primary Representative or the Contractor's Primary Representative, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient party (including as designated in writing hereinbelow) at the relevant address or facsimile number listed below:

- (i) if to the Contractor:

<📧 Contractor Name>
<📧 address>

Attention: <📧>
Facsimile: <📧>

Email: <[redacted]>

(ii) if to the City:

City of Vancouver
<[redacted] Department>
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: <[redacted]>

Facsimile: <[redacted]>

or such other address or facsimile number as may be designated by written notice given by either party to the other.

(b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 16.6(a) shall be conclusively deemed to have been given:

- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

14.7 Governing Law and Jurisdiction

- (a) The Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) The Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia.

14.8 Further Assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of the Agreement and the transactions contemplated by it.

14.9 Severance

If any term or condition of the Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from

the Agreement and the validity and enforceability of the remainder of the Agreement shall not be affected or impaired thereby. If any term or condition of the Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

14.10 Counterparts

The Agreement may be executed in counterpart. All counterparts, taken together, shall constitute one instrument.

14.11 Electronic Execution

Delivery of an executed signature page to the Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of the Agreement by such party.

IN WITNESS WHEREOF the Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories.

< CONTRACTOR NAME >

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Signature

Print Name and Title

Signature

Print Name and Title

SCHEDULE A

DRAFT

SCHEDULE B

DRAFT