



REQUEST FOR PROPOSALS

CONTRACTOR SERVICES - CASE STUDY PROGRAM ADMINISTRATION

RFP No. PS20220099

Issue Date: January 28, 2022

Issued by: City of Vancouver (the "City")

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ADMINISTRATION

SUMMARY

The RFP concerns the City's interest in procuring a Program Administrator to administer the data research program for the Low Embodied Carbon Construction Research Program.

PART A
INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

1.1 The City is interested in selecting an entity (each, a "Proponent") that submits a proposal (each, a "Proposal") with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be five-years, with four possible one-year extensions, for a maximum total term of nine years.

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.

1.2 Proponents should submit their proposals on or before 3:00pm on the 17th day of February, 2022 (the "Closing Time") by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
 - RFP Appendix 1 in PDF format - 1 combined PDF file,
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
- Inquires related to this RFP must be sent to dino.goundouvas@vancouver.ca by 12pm, February 11, 2022.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
- The maximum number of attachments allowed in an email message is 250 attachments.
- The maximum size limit for an email message, including all attachments, is 20MB per message.

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- 1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the “**Proposal Form**”), completed and duly executed by the relevant Proponent.
- 1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 1.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 1.6 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

2.0 CHANGES TO THE RFP AND FURTHER INFORMATION

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

3.0 EVALUATION OF PROPOSALS

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

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%
Sustainability (Environmental and/or Social)	5%
Total	100%

4.0 CITY’S DISCRETION

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

5.0 LEGAL TERMS AND CONDITIONS

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

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

**PART B
SCOPE OF WORK**

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

SCOPE OF WORK

1.0 Introduction

This RFP is procuring a program administrator to deliver a Low Embodied Carbon Construction research program (“Low Embodied Carbon Home” or “LEC Home”) research program operator that will include up to approximately forty five (45) ground oriented dwellings.

On November 17, 2020, Vancouver City Council approved the climate emergency action plan, an action plan that lays out a phased approach to aggressively combat and reduce carbon pollution in Vancouver.

As part of effectively achieving the climate emergency targets, the City of Vancouver (“City”) is initiating applied research on low-rise homes built to LEC Home standards.

2.0 Purpose

The purpose of this project is to:

- i. identify the challenges, design solutions, material solutions, material supply gaps, and construction innovations associated with LEC homes;
- ii. gather data on construction costs, material availability, and embodied carbon performance; and
- iii. catalyze increased LEC home development and associated knowledge sharing; and
- iv. assist the builder and design professional by partially offsetting some material and design costs related to developing a LEC home.

3.0 Overview of Program

The research will comprise of new or retrofitted low rise LEC residential housing projects being constructed in the City.

Low Embodied Carbon (“LEC-Homes”) in the context of this RFP are defined as:

- Using the Builders for Climate Action Calculator and
- Demonstrating a minimum embodied reduction of 20% with higher reductions incentivised
- Demonstrating best practice for waste reduction

Any other approach that is equal to or exceeds the above criteria will be considered for inclusion by the City.

In addition to low embodied carbon criteria, strong waste diversion and waste reuse processes will also be included favorably.

4.0 Definitions

For the purposes of this RFP, the following definitions apply:

- i. “Design Professional” means the individual or firm who has the prime responsibility for designing the house, home or development of homes;
- ii. “Builder” means the individual or firm who has the prime responsibility for building the house, home, or development of homes;
- ii. “Low-rise” means single family, duplex and ground-oriented townhouses or rowhouses;
- iii. “Program Administrator” means the successful respondent to this RFP that runs the LEC research collection program on behalf of the City;
- iv. “Request for Application (“RFA”)” means type of solicitation notice in which the Program Administrator announces availability of research funding. The RFA sets the criteria, requirements and eligibility for the funding, and allows Design Professionals associated with LEC projects to apply; and
- v. “Scorecard” means the quantitative method for determining the relative importance (alignment with goals of the program) and quality of the project applying.

5.0 Scope of Work

The City is seeking an organization (“Program Administrator”) to administer a data collection and analysis research program for approximately forty five (40) 1&2 family homes and five (5) ground-oriented multi-family homes. These studies will be initiated from the start of the design phase through the construction process and end after one year of home occupancy. This potentially represents a total research program length of up to five (4) years though the majority of the work is front loaded into the first two (2) to three (3) years. Administration of this program will primarily involve:

- i. Finalizing research program structure;
- ii. Administer open call for research project proposals;
- iii. Assess applications against acceptance criteria and accept or reject;
- iv. Establish contractual agreements with accepted projects;
- v. Provide ongoing communication, support and follow-up;

- vi. Submitting completed deliverables to the City;
- vii. Financial management; and
- viii. Industry capacity building.

While the work involves data collection, the scope of work does not include the creation of any final glossy publications highlighting the projects. This work if required, will be undertaken by the City.

It is anticipated that the LEC Builder or Design Professional will act as the primary representatives of the projects participating in the research program. Builders and Design Professionals will respond to the Request for Application, sign an Agreement with the Program Administrator and invoice the Program Administrator as per the signed Agreement.

The data collected from the Builders and Design Professionals will be managed and reviewed by the Program Administrator to ensure comprehensiveness and sufficient quality. The data will be submitted to the City as per the templates and criteria outlined in Appendix 1 - Research Program Draft Request for Applications and Appendix 3 - Research Program Template Questionnaire.

The City will assess the data for completeness and will advise the Program Administrator to disperse the funds as outlined in Appendix 1 - Research Program Draft Request for Applications - Fee for Service to the Design Professional. (These funds will be made available to the Program Administrator from the City, the city will not distribute funds directly to program participants). The City will share the collected data with the Program Administrator building industry, academic partners and the public to accelerate the training, knowledge, expertise and utilization of high performance building methodology and techniques in residential construction within Vancouver.

If the Program Administrator already has current programs, offerings or incentives for high performance buildings, this data collection research program in no way limits or prohibits the administrator to offering this incentive program in addition to existing programs.

6.0 Project Tasks, Roles and Responsibilities

The Program Administrator will be expected to:

- i) Task 1 - Finalize Research Program Structure:
 - work with the City Project Manager to **finalize** the program structure such as the Request for Applications, eligibility criteria (refer to Appendix 2 - Research Program Requirements Scorecard), agreement/contract template, the required project deliverables from the program participants and the evaluation and verification process to confirm low carbon construction criteria were met.

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Development of the research program structure and content is not required by the Program Administrator, as key elements have already been developed by the City: refer to Appendix 1 - Research Program Draft Request for Applications; Appendix 2 - Research Program Requirements Scorecard and Appendix 3 - Research Program Template Questionnaire) in Part B - City Requirements.

Further details regarding the application process, questionnaire and administration of the program is to be finalized between the City and the successful Program Administrator and incorporated into the attached Appendices 1, 2 and 3. The Program Administrator is expected to administer every aspect of the RFA process and consult or seek approval from the City where required.

ii) Task 2 - Administer Open Call for Research Project Proposals:

- commence and administer the open, public and competitive RFA to collect applications from Builders and Design Professionals of low rise LEC projects in Vancouver;
- as part of the open call, ask each applicant to indicate what the fee will be for its LEC project data;
- create a dedicated webpage or site to provide information and support such as but not limited to program details, RFA details, application form, submission instructions and contact details;
- collect the applications on an ongoing basis; and
- RFA will remain open until the quota of projects - 45 are obtained, or up to three (3) years, whichever comes first.

iii) Task 3 - Assess Applications:

- review RFA submissions as they are collected;
- assess applications against the acceptance criteria as outlined in the scorecard (Appendix 2 - Research Program Requirements Scorecard) and make determination of acceptance or rejection;
- follow-up and notify applicants of approval or rejection within one (1) week of receiving completed applications; and
- first three (3) applications will be reviewed with the City Project Manager to ensure a shared understanding of the data quality and diversity goals are met.

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- iv) Task 4 - Establish Contractual Agreements:
- Program Administrator will be required to enter into an agreement/contract with the Builders and Design Professionals representing accepted projects.
- v) Task 5 - Provide Ongoing Communication, Support and Follow-up:
- provide support to the Builders and Design Professionals over their LEC project's life cycle to collect research deliverables and answer any related questions;
 - ongoing outreach to design professionals and the local building industry to promote the program; and
 - ongoing communication with the City Project Manager regarding the number of applications received and status as well as any other information required by the City.
- vi) Task 6 - Submit Completed Deliverables to the City:
- Design Professional are expected to collect and submit the data in the format outlined in Appendix 1 - Research Program Draft Request for Applications and Appendix 3 - Research Program Template Questionnaire to the Program Administrator after each project phase is completed (design phase, construction phase and occupancy/certification phase); and
 - Program Administrator will review the data for comprehensiveness and sufficient quality and submit to the City within one (1) month from receipt.
- vii) Task 7 - Financial Management:
- Upon City approval of the research data, the City will authorize the Program Administrator to release the Fee for Services funds as outlined in Appendix 1 - Research Program Draft Request for Applications. The City will provide the funds to the Program Administrator as required; and
 - Proponent, should not include in their submission, the "Fee for Service" funds (as outlined in Part B - Appendix 1- Research Program Draft Request for Applications. These funds will be provided by the City to the successful Program Administrator to pay the Design and Builder Professionals accordingly.

Viii) Task 8 - Industry Capacity Building:

- Support development of case study materials and ‘road show’ presentation to help showcase, educate and spread awareness of low carbon construction and successes.
- Support the organizing of industry presentations for ‘road show’ and building awareness.
- Provide ongoing outreach to industry and building community on availability of project

7.0 **Key Deliverables**

The successful Program Administrator will be required to:

- i) *Develop and administer the Request for Application (including a website, application forms and support) to collect applications from Design Professionals;*
- ii) *Finalize the research program, project eligibility, overall structure, data requirements and template forms;*
- iii) *Vet projects for eligibility and value through a co-developed ‘scorecard’ with the City Project Manager;*
- iv) *Develop contract template and sign contract with Builders and Design Professionals of accepted projects;*
- v) *Facilitate payments-upon successful completion of deliverables;*
- vi) *Provide ongoing support, check-in with project progress, collect and review completed research data, and submit reviewed data to the City within one (1) month of receipt; and*
- vii) *Provide ongoing outreach to industry and building community on availability of project.*

8.0 **Timeline**

The anticipated program start date is second quarter

2022 and may last up to a period of five years, though the work is likely to be front loaded in the first two years. This is a long-term research project as studies cover the entire life cycle of design, construction, certification and post-occupancy (collecting data on any post occupancy challenges or welcome improvements) of home construction projects initiated.

9.0 **Communications**

The Program Administrator will participate in meetings as and when requested by the City's Project Manager to provide regular progress updates, budget tracking, reports or anything deemed relevant to the Project as requested by the City's Project Manager throughout the Project Term. These updates will be through various means including phone conversations, written communications, face-to-face meetings, WebEx and the like.

10.0 Estimated Work Effort

The City anticipates the Proponent to expend approximately 400 to 600 hours of effort to complete the scope of work. This estimate should not be taken verbatim. The Proponent must tailor the estimate hours to reflect an efficient and well balanced work plan that meets the scope of work outlined in Part B.

SCHEDULE 1 - RESEARCH PROGRAM DRAFT REQUEST FOR APPLICATIONS
(RFA)

TEMPLATE

1.0 THE Request for Applications (“RFA”)

1.1 The Low Embodied Carbon Research Program is a catalyst tool within the Climate Emergency Action Plan. The primary goals of the Low Embodied Carbon Research Program are as follows:

- (a) to encourage the Low Embodied Carbon Home (LEC Home) industry participants to provide information on their projects to the City so that the City can collect the information and then share it and disseminate it to the residential construction industry generally, and to thereby accelerate the training, knowledge, expertise and utilization of LEC methodology and techniques in residential construction within Vancouver generally, thereby accelerating the rate at which Vancouver can reduce greenhouse gas emissions and meet its Climate Emergency Plan goals.
- (b) to encourage the implementation of best waste management practices in home construction for diversion and material reuse.
- (c) Recognizing that there is an incrementally higher upfront cost to designing, calculating, building, and completing a LEC project and to providing detailed information on that LEC process to the City and sharing with the City and others what would normally be intellectual property, copyrighted, and proprietary know-how, a secondary aspect of this RFA is to pay a fee to each successful Applicant to wholly or partially cover these incremental costs. Each Applicant is entitled to set its fees at whatever level will provide that Applicant with sufficient compensation to (if selected and an Agreement is successfully concluded with the City) compensate the Applicant for performing the above-noted obligations.
- (c) Resulting outcomes (in conjunction with the Climate Emergency Action Plan) include fostering an increase in the number of residential homes constructed to LEC standards in Vancouver, improving and creating new expertise, improving supply chains, capacity and interest in building to NZEB standards within the residential construction industry, and improving awareness among Vancouver citizens and homeowners for LEC construction.

2.0 RESEARCH PROGRAM ELIGIBILITY CRITERIA

To be eligible for the research program, a house project must meet all of the following:

One of the following building types:

One Dwelling Unit	Two Dwelling Unit	Three Plus Dwelling Unit
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Single Family	Duplex	Ground-Oriented Townhouse
Infill One-Family Dwelling	Infill Two-Family Dwelling	Rowhouse
One-Family Dwelling with Secondary Suite	Two-Family Dwelling with Secondary Suite	Infill Multiple Dwelling
Principal Dwelling Unit with Lock-off Unit		

**A limited number of laneway homes may be accepted into the program. Secondary suites, lock-off suites, micro dwellings and other detached dwellings on the property are not eligible standalone projects*

- *Project must be within the City of Vancouver boundaries*
- *New homes or significant renovation of existing*
- *No Building permits yet acquired (*The City may consider a short initial period where applications with approved building permits are accepted as long as no occupancy permit has been issued.)*
- *The homeowner, property owner, or approved representative of the homeowner must provide their signature of approval in the application form for their home to be used for these research purposes.*
- *In particular, the homeowner agrees in writing to provide post occupancy information relating to the low carbon materials used.*

2.1 There is no limit to the number of applications that an applicant can submit; one application should be submitted for each Project.

3.0 RESEARCH PARTICIPANT DELIVERABLES

The following are the primary deliverables completed in 3 distinct phases. They are to be submitted to the Program Administrator by each successful RFA applicant as they are completed.

Project Phase	Deliverables Required to be Completed and Submitted
Application Process	<ul style="list-style-type: none"> • Submit bid to open RFA to determine eligibility

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<p>Phase 1 Pre-construction (Design, Modelling, Permitting)</p>	<ul style="list-style-type: none"> • Complete Phase 1 Questionnaire form (draft template in Appendix 3) • Material details, photos and screenshots as requested in questionnaire • Submit Building Permit Number
	<p>PHASE 1 - SUBMISSION TO ADMINISTRATOR REVIEW BY ADMINISTRATOR FOR COMPLETENESS REVIEWED DATA IS SUBMITTED TO CITY INVOICE FOR PAYMENT</p>
<p>Phase 2 Construction</p>	<ul style="list-style-type: none"> • Complete construction of project • Complete Phase 2 Questionnaire form (draft template in Appendix 3) • Include photos and screenshots as requested in questionnaire
	<p>PHASE 2 - SUBMISSION TO ADMINISTRATOR REVIEW BY ADMINISTRATOR FOR COMPLETENESS REVIEWED DATA IS SUBMITTED TO CITY INVOICE FOR PAYMENT</p>
<p>Phase 3 Occupancy</p>	<ul style="list-style-type: none"> • Complete Phase 3 Questionnaire form (template in Appendix 3) • Submit copy of Certification • In-person interview (2 hours) between Design Professional (applicant), associated project members, and City staff • Provide, from BC Hydro, Fortis BC, and any other relevant energy source for the Project(optional), energy consumption data for the first 2 years of occupancy (where required the Owner will sign such documentation as is reasonably required to grant the City access to this information). • Walking Tours during mid-construction or occupancy, or give talk at conference or seminar on project outcomes
	<p>PHASE 3 - SUBMISSION TO ADMINISTRATOR REVIEW BY ADMINISTRATOR FOR COMPLETENESS REVIEWED DATA IS SUBMITTED TO CITY INVOICE FOR PAYMENT</p>

4.0 DRAFT APPLICATION FORM IN REQUEST FOR APPLICATIONS (RFA)

[Note: This application is only a draft for the purposes of the RFP. Upon the City awarding the RFP to a successful proponent, the City and such proponent will review this draft carefully to ensure the consent of the Design Professional and/or the homeowner is properly obtained and any privacy issues are addressed.]

****FORM - DESIGN PROFESSIONALS TO COMPLETE****

Applicant: _____

Name: _____

Applicant Company or Organization: _____
"Applicant"

Applicant Job Title: _____

Project Name (if applicable): _____

Project Address: _____

Project Description

****APPEND design rendering of home design and any architectural / design details available at time of application****

Is this the architect/designer's first Low Embodied Carbon (LEC) home? Yes / No

Project Type: (including building type - one dwelling, two dwelling or three plus dwelling units and specify lot zoning):

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Single family, duplex, townhome _____

New build or retrofit? _____

Secondary suite? Laneway house behind? _____

Design components included to minimize incremental costs

Design components included for low carbon material use

Were there design approaches to lower carbon that you were not allowed by the city?

Other design components included to maximize innovation, density, sustainability or affordability:

Key Project Representative Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

GST number: _____

WorkSafeBC number: _____

1. Information disclosure:

I authorize with the permission of the home owner, the City and the Program Administrator to disclose project information (quotes, drawings and photos) provided to the City as part of this Data Provision Services program on a publicly available space such as a website.

PLEASE CHECK ONE:

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I authorize the City to, as part of this Data Provision Service program, **include contact information of individuals** and their respective company names that were involved in the project. The intent is to solely allow those interested to be able to contact those individuals with inquiries or questions.

I authorize the general use of information provided in the Data Provision Services, including company names, **but not connect any individual's name or contact information**, if shared in a public domain such as a website.

2. Fee for Services Required by Applicants

(a) The Applicant is to provide a breakdown of the total Fee for Services for Phase 1, 2 and 3 in the Table below:

i. The City will review and assess each Application on the basis of what fees (the “Fee” or “Fees”) are required by each Applicant on the basis of all other criteria noted in this RFA.

ii. The Applicant is
requested to complete the table below and the total fee amount will be entered into 2(b) below.

Project Phase	Deliverables Required to be Completed and Submitted	Applicant's Estimated Pricing for each Phase
Phase 1 Pre-construction (Design, Modelling, Permitting)	<ul style="list-style-type: none"> • Phase 1 Questionnaire form • Material details, photos and screenshots as requested in questionnaire • Submit Building Permit Number • Submit available cut sheets or declarations on low carbon material or approaches being used 	\$_____
Phase 2 Construction	<ul style="list-style-type: none"> • Complete construction of project • Complete Phase 2 Questionnaire form • Include photos and screenshots as requested in questionnaire • If there was any different sequencing or skills needed outline them 	\$_____

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<p>Phase 3</p> <p>Occupancy and Certification</p>	<ul style="list-style-type: none"> • Submit copy as built GHG material calculation • In-person interview between Design Professional (applicant), associated project members, and City staff • Provide, from BC Hydro, Fortis BC, and any other relevant energy source for the Project, energy consumption data for the first 2 years of occupancy (where required the Owner will sign such documentation as is reasonably required to grant the City access to this information). • Walking Tours during mid-construction or occupancy, or • Give talk at conference or seminar on project outcomes 	<p>\$_____</p>
	<p>Total Fee</p>	<p>\$_____**</p> <p>**Applicant to insert Total Fee</p>

(b) The Applicant now proposes the following all-inclusive Fee for all of the Data Provision Services Phases 2 and 3 (based on the total Fee listed above):

\$_____, inclusive of all Provincial Sales Tax, other taxes, costs and expenses (but exclusive of GST) to fully complete all required Services as outlined in Part B, Section 1.0.

I consent to allow BC Hydro, FortisBC and any other relevant energy utility to share the energy consumption data for the first two years of occupancy with the City, for internal analysis of Passive House performance and for public disclosure on an aggregated (monthly or annual) basis. Please include all other documentation requested in Part A and B in the Application package.

The Applicant, having carefully examined and read the RFA, including all amendments and addenda thereto, if any, and all other related information published on a public website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Application.

The Applicant further acknowledges that it has read and agreed to the Legal Terms & Conditions stated in this RFA document.

IN WITNESS WHEREOF the Applicant has executed this Application Form:

Signature of Authorized Signatory for the Applicant

Date

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Name and Title

Signature of Authorized Signatory for the Applicant

Date

Name and Title

SCHEDULE 2 - RESEARCH PROGRAM REQUIREMENTS SCORECARD

JUDGING CRITERIA TO ASSESS THE VALUE OF PROJECTS TO SUPPORT MARKET TRANSFORMATION

Judging criteria for project acceptance in to research program: To align with the City’s Housing and Greenest City Strategies, preference will be given to high performance buildings and teams that demonstrate:

- improved affordability with suites or greater density within a low-rise form;
- innovative solutions to minimize incremental costs above typical code-built; and
- supports a wide diversity of builders

To prioritize projects, the Program Administrator would complete a ‘scorecard’ that the Program administrator creates, based off of the draft below.

PROJECT SELECTION SCORECARD *TO BE FINALIZED WITH ADMINISTRATOR		
<i>Category</i>	<i>Total eligible points</i>	<i>Project Score</i>
<i>Secondary suite or lockoff suite?</i>		
<i>Duplex, infill, row house development or infill multiple dwelling</i>		
<i>REQUIRED - Design achieves a minimum 20% GHG reduction for Low Carbon, and a minimum of 50% for Ultra Low Carbon</i>		
<i>(-X points for every number of previously completed low carbon homes by the builder or designer up to a maximum of -X points)</i>		
<i>First low carbon project for builder</i>		
<i>Early example of a common archetype project that would add value as a research study</i>		

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<i>Performance with minimized incremental cost from code built equivalent</i>		
<i>Use of no red list materials</i>		
<i>Use of locally available material</i>		
<i>Main dwelling + laneway house OR Duplex? (Full points for yes, no points for no)</i>		
<i>Use of materials that sequester carbon</i>		
<i>Plan for waste diversion program and material reuse, does it have source separation.</i>		
<i>General quality of application</i>		
TOTAL		

SCHEDULE 3 - RESEARCH PROGRAM TEMPLATE QUESTIONNAIRE

- In context of this study, Low Embodied Carbon (referred to as LEC) any house using approved tools to demonstrate a 20%+ reduction in embodied carbon, or other pre-approved standard
- It is recommended to skim the entire questions template before beginning
- Fill out as accurately and with as necessary detail as possible as this data will be used for a public-facing case study

- Write from a collaborative perspective of what would most benefit those who are new to (LEC) construction.
- The additional information in each box serves as examples, but please include any other information you believe to be relevant.
- **Space is not limited to that provided.**
- Include any supplemental information such as project photos or modelling screenshots as relevant.

PHOTOS AND OTHER VISUAL INFORMATION

For use in a publicly distributed case study, please include:

- at least 5 high-resolution photos of building renderings, site maps, or any other visual information that could be used to effectively illustrate the project design and model.

- At least 2 material details that were considered effective given different material, design, or construction methods.

- At least 1 wall detail (cross-section) to illustrate materials making barriers, foundation, framing, insulation and cladding.

PHASE 2: Background and Pre-construction (Design, Modelling, Permitting)

Project Name *(if applicable):*

Project Address *(will not be published):*

Building Type and Description

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Single family, duplex, townhome

New build or retrofit?

Secondary suite? Laneway house behind?

Does this project help to address affordability? If so, how?

Reason for location choice? (close to transit, good schools, affordable, etc.)

Project Overall Goal, Mission

Briefly provide the 3 primary reasons for choosing a LEC project

(example: client wants a comfortable, healthy home, reduce reliance on fossil fuels, be a pioneer of LEC's, use recycled materials where possible etc.)

Who proposed the house being a LEC? Was it initiated by the client? Architect? Was it economic benefits? Comfort, style? Health?

Certification

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Lot zoning and site description

Example: RS1, corner lot, trees, adjacent buildings

Demolition or deconstruction of old building? Changes in landscape such as tree removal required?

PHASE 2 PROJECT TEAM:

In addition to company name, if any of the following are open to have their contact information included in the case study, please also include: address, phone number, and email.

Please include how many LEC projects each member has previously worked on, or if it is the first.

Client / Owner

Designer:

Architect:

Engineer/Structural:

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Geotechnical
Certifier (if applicable):
Other

DESIGN, MODELLING AND PROJECT PERMITTING

<p>Significant Dates and Timeframes</p> <p><i>Please indicate approximate dates and time periods for:</i></p> <p>Design and modelling start date:</p> <p>Design and modelling finish date:</p> <p>Date of submission of design for development permit:</p>
<p>Size (<i>treated floor area, relaxations/exclusions utilized</i>)</p>

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Number of Storeys, Bedrooms and Bathrooms

Please provide details of the following building systems, including product brands if relevant:

Foundation and Framing

Wall assembly (including framing, insulation, cladding, rain-screen. Provide a cross-section drawing if possible)

Roof and floor assembly

Ventilation

Heating Strategy

Cooling Strategy

Renewable Energy use? Solar panels, etc

In addition to LEC, are any these systems being used for pursuit of Living Building Challenge (full or petal certification), Passive House Plus, Passive House Premium, CHBA Net Zero or any other 3rd party standards?

Passive House - PHPP modelled energy use (kWh/m2a) (if applicable)

Passive House - Primary Energy Demand (kWh/m2a) (if applicable)

Estimated reduction in energy use over conventional (if available)

Appliances

ex. gas or electric stove? Clothes dryer?

Domestic Hot Water

Fenestration (windows, exterior doors, skylights)

Insulation type(s)

Framing (any unique choices, replacing steel w engineered, etc)

Drywall

Concrete

Roofing

Waste Diversion Strategy and Goals

Design Summary

*Custom designed? Design-build? Chosen style (heritage, modern), outside the box or conventional?
Simple or relatively complex?*

What were the reasons behind the choices made?

Fill out all that apply:

Overall building shape and design (did you make design choices to lower embodied GHG's)

Were any components or areas (ex. suite, garage) left out of the envelope or not built? Why?

Low Carbon or Carbon negative materials: what considerations were made for this? Any reuse from deconstruction?

Waste: did any elements of the design take in to account saving material and reducing waste?

What was the reasoning behind: the chosen wall assembly (include cross section or summary)

Domestic Hot Water

The heating and cooling strategy (including orientation and shading).

Design barriers and challenges

Please summarize design barriers (with respect to Vancouver Building By-Law, processing, Passive House Standard etc.) and any solutions utilized for the following. Fill out all that apply:

Solar and lot orientation, massing, window-to-wall ratio

Design approaches

Material, appliances and components

Thermal bridging mitigation

Moisture mitigation

Windows and doors

Heating and Cooling Strategy

Accessibility

Fire rating

Other

Design cost-saving innovation and opportunities

Please summarize design and cost saving solutions that were discovered for the following. Fill out all that apply, or if not yet summarized in above sections:

Solar Orientation, shading, and room location

Envelope assembly and air / vapor barriers

Materials

Appliances

Other Components

Ventilation

Engineering solutions to mitigate thermal bridging

Moisture mitigation

Windows and doors

Heating and Cooling Strategy

Accessibility

Fire rating

Other

Major incremental costs over conventional 'code-built', typical material building

*What aspects of the design were significantly more expensive? What aspects significantly saved money?
Any major unexpected costs?*

What is the overall estimated incremental cost increase to build this project, compared to the code-built, typical material equivalent?

Did up-front planning, simple design, modelling or project team communication create cost savings over a typical project? Please explain.

Project Financing

Comment on any financing barriers? Solutions?

City Permitting Process

Please list approximate processing times for each:

Development Permit:

Building Permit:

Landscape Permit:

Other:

Were any of these permits perceived as significant bottlenecks? Any major issues that delayed the process? What can be improved upon?

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Is there anything missing in this section of the study that you'd like to see included in future studies?

PHASE 2: Construction

PHOTOS AND OTHER VISUAL INFORMATION

For use in a publicly distributed case study, please include at least 5 high-resolution photos from construction and the final building, or any other visual information that could be used to effectively illustrate the construction and completion of this project.

PHASE 2 PROJECT TEAM:

In addition to the company or individual name, if any of the following are open to have their contact information included in the case study, please also include: address, phone number, and email. Leave blank if members have not changed since Phase 1.

Engineer/Structural:

Geotechnical:

Builder:

Material Researcher:

Waste Diversion:

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CONSTRUCTION

Significant Dates and Timeframes

Please indicate approximate dates and time periods for:

Construction Start Date:

Construction Finish Date:

Effect on Timeline

What took more time? Less time? Did having an intentional, well-planned design result in faster and more organized construction?

Contractor, builder, and supplier learning curve

Please identify the most challenging aspects of construction in terms of learning curve.

Was any building personnel previously trained in with a LEC standard? Would available training in one particular area be beneficial for future builders and projects?

What were the difficulties or lessons learned when sourcing materials and components?

Any difficulties sourcing contractors and sub-trades?

Alternative Solutions and Barrier Removal

Were there any alternative solutions required? Was this path utilized instead of a Schedule D from an engineer?

If there were no alternative solutions required, please discuss any barriers you envision being a common problem in LEC construction. The City's goal in 2017 is to identify 3-6 key barriers to LEC construction, and address them with solutions in the next iteration of building code updates.

Building Code Barriers

Were there any significant barriers in the building code that affected construction and were not solved in the design stage?

Waste Diversion results

List waste diversion goal and results. What were your strategies, what worked, what did not? What can the city do to enable greater waste diversion on all new construction and renovation projects?

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Design vs. Construction

What was planned in the design that didn't work out in practice?

Discuss any issues with using low carbon materials or high performance components

Discuss any significant changes made during the construction process

What aspects were easier or simpler following the LEC standard compared to a typical code-built house?

What final cost-saving measures were discovered during the construction process that would be valuable to future builders?

What does the City need to change to make it easier to use low carbon materials?

Any last elegant solutions to common low carbon building projects that you can share?

Phase 3: POST-CONSTRUCTION / OCCUPANCY

Significant Dates and Timeframes

Please indicate approximate dates and time periods for:

Occupancy permit obtained:

Communication and Marketing

Any studies or monitoring planned for this project aside from this data provision study? If yes, please provide.

How is this project being marketed? Has it received any media attention? Design award nominations? Would media focus be beneficial?

How is it being sold? (if applicable)

Is it a 'spec' development or is there a homeowner? What is the perceived homeowner awareness of benefits related to this project?

Is the Low Carbon approach or label being used significantly in marketing this project?

Benefits of Low Carbon Construction

How has building LEC benefitted you: the architect? Builder? Designer? Certifier?

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Question for all parties: if this is your first LEC project, would you look forward to another one? Would it be a significantly easier process or not?

End Result / Final Thoughts

Discuss any financing barriers? Solutions?

Any other barriers or benefits to building LEC in Vancouver? As a standard, is it an ideal or are there improvements to be made?

Please list any final thoughts, if not yet included above, on what you would do again / you wouldn't do again, and how the team worked together overall.

What would you suggest the City do to encourage the uptake and interest of LEC projects?

Homeowners

Please comment on your general experience of living in a LEC home. Has it met expectations? Have energy bills been what were expected? Has anything not met expectations or failed in some way? Was it completed on time as expected? Any warranty issues?

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What do you find this section of the study is missing that you'd like to see included in future studies?

CERTIFICATION

Material Selection and installation

Which materials were selected for low carbon properties that are not typically used?

What level carbon reduction was the goal and did you encounter issues?

i.e. any material supply or installation issues?

If you worked with a researcher or consultant on low carbon materials, did that ease the process?

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APPENDIX 1
PROPOSAL FORM

RFP No. PS20220099, CONTRACTOR SERVICES - CASE STUDY PROGRAM ADMINISTRATION (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

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

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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Executive Summary

Provide a brief executive summary of your Proposal.

Approach to Performing Scope of Work

Describe your proposed approach to providing the required services.

Key Personnel

Identify and provide professional biographical information for the key personnel that would perform the required services.

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References	
Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 3	
Address (City and Country)	
Contact Name	

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

Subcontractors
List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write “None” if no subcontractors are proposed).

Declaration of 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 >, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.
As an authorized signatory of _____(<i>vendor name</i>), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (<i>vendor name</i>) 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 below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). 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 _____ (<i>vendor name</i>).
Signature: _____
Name and Title: _____
Exceptions to Declaration:

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Conflicts, Collusion, Lobbying
 See Article 9 of Appendix 2 for instructions.

Table 1: Pricing Schedule

Work Task/Phase/Deliverable	Description of Activities	Team Member and Activity Role	Estimated Hours	Hourly Rate	Total Amount
Program Set-up (Fixed Costs)					
Task 1 - Finalize Research Program Structure				\$	\$
Task 2 - Administer Open Call for Research Project Proposals and establish administrative systems and processes				\$	\$
Other				\$	\$
Disbursements					\$
SUBTOTAL FOR PROGRAM SETUP:					\$
Program Administration (for estimated 28 case studies)					
Work Task/Phase/Deliverable	Estimated Hours (per case study (for task 3, 4, 5, 6 & 7)) (a)	Hourly Rate (b)	Total (per Case Study) (a*b) (c)	Estimated Case Studies (d)	Total Amount (c *d)

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Supplier Diversity

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

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

Majority owned/controlled/ by:	Workforce Diversity:	Social / Environmental Certifications
<input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate	% Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate	<input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate

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**APPENDIX 2
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 2 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 2, 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 2), 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 Appendix 2 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20220099, 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 2 (except only Sections 7, 8.2 and 10 of this Appendix 2, 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

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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 2, 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 2, 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));

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- (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 2, 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 2), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7. DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 2, 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 2 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.

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8. PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

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

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.
- (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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

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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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

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 the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

9.4 Declaration as to 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 as set out, in all material detail, in the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

10. GENERAL

- (a) All of the terms of this Appendix 2 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 2 will not affect the validity or enforceability of any other provision of this Appendix 2, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

APPENDIX 3
FORM OF AGREEMENT



SERVICES CONTRACT

City of Vancouver (the “City”)

having the following address:

453 West 12th Avenue

Vancouver, British Columbia, Canada

V5Y 1V4

Tel Number: [phone number of project manager]

Email: [email address of the project manager]

Name of City Project Manager: []

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

AND: <legal name of other party> (the “Contractor”)

having the following address:

[address of other party]

Tel Number: [phone number]

Email: [email address]

PART A - SERVICES:

<  *Insert description.* >

[Note: Describe in detail what the services are, where they will be performed, who will be performing them, etc. Whenever necessary, supplement with a Schedule A further describing the services, as well as any delivery/performance schedule, milestones, etc.]

The Services are further described in Schedule A. <  **Delete if not included.** >

Start date for the Services: <  > (the “Start Date”)

The Contractor agrees to complete the Services by: <  >

SAMPLE

PART B - FEES AND EXPENSES:

Billing Date(s): See Section 20 of the Services Contract Terms and Conditions

Fees: <description>

[Insert description of fees and state which taxes will be charged in addition to the fees and/or which taxes are included in the fees.]

Definitions:

“GST” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

Expenses: [Tick applicable ONE; tick one.]

- Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions); or
- Not reimbursable (included in fees)

“PST” means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

Maximum Amount of Fees and Expenses (the “Maximum Amount”):

<description>

[Insert description of cap and state which taxes will be charged on top of the cap and/or which taxes are to be included in the cap.]

The fees and expenses are further described in Schedule B.

[Delete if not included.]

PART C: APPROVED SUBCONTRACTORS

<description> [Provide names or write “None”.]

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- (a) Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor's personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, sudden & accidental pollution, completed operations, or property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will carry blanket contractual liability coverage, include a cross-liability clause in favour of the City, and will name the City and the City's officials, officers, employees and agents as additional insureds;
- (b) All-risks property insurance covering the Contractor's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (c) Automobile insurance covering all vehicles owned, leased, rented or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such other amount as the City may approve from time to time.

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of services.

All insurance policies required by this Services Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days' written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute to it.

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

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a certificate of insurance satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. The Contractor will provide proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

PART E: ADDITIONAL TERMS

<☒> [Describe or write “None”.]

The following are integral parts of this Services Contract:

- <☒name of first schedule>;
- <☒name of second schedule>; and
- <☒name of third schedule>.

[Delete if no attachments.]

The parties hereto have duly executed this Contract as of the <☒> day of <☒month>, 20<☒year>.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: _____

[Name and Title]

Per: _____

[Name and Title]

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Services"), all in accordance with the Services Contract (this "Contract"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Service Inputs.** Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Services.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("Goods"), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.

5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.
8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.

14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
- a. Release
- The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
- b. Acceptance "As Is"
- In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.
- c. Indemnity
- Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- d. Separate from Other Remedies and Rights
- Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- e. Survival of Release/Indemnity
- This Section 16 will survive the expiry or sooner termination of this Contract.
- B. CHANGES TO SERVICES**
17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.
- C. PAYMENT**
19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
- Contractor name, address and telephone;
 - City purchase order number;
 - Name of the City's Project Manager;
 - Invoice number and date;
 - Details of any applicable taxes; and
 - Tax registration number(s).
21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.

23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

D. GENERAL

27. **Time for Performance.** Time is of the essence in this Contract.
28. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
29. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
30. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
31. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
32. **Termination.** The City may terminate this Contract:
 - a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.

If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was completed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.

33. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
34. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
35. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
36. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
37. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.
38. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. **END OF TERMS AND CONDITIONS OF SERVICES CONTRACT**

[Add schedules.]

SAMPLE