



# REQUEST FOR PROPOSALS

## PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT

RFP No. VPD20201105

Issue Date: June 4, 2021

Issued by: Vancouver Police Department (the "VPD") on behalf of  
the Vancouver Police Board (the "VPB")

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**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
TABLE OF CONTENTS**

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**TABLE OF CONTENTS**

<b>PART A - INFORMATION AND INSTRUCTIONS</b>	<b>Pages A-1 to A-7</b>
1.0 The RFP	
2.0 Key Dates	
3.0 Contact Person	
4.0 Submission of Proposals	
5.0 Changes to the RFP and Further Information	
6.0 Proposed Term of Engagement	
7.0 Pricing	
8.0 Evaluation of Proposals	
9.0 VPD Policies	
10.0 Certain Applicable Legislation	
11.0 Legal Terms and Conditions	
APPENDIX 1 Information Meeting and Instructions	
 <b>PART B - VPD REQUIREMENTS</b>	 <b>Pages B-1 to B-13</b>
1.0 Background	
2.0 Mandatory Requirements	
3.0 General Requirements	
4.0 Scope of Work	
 <b>PART C - FORM OF PROPOSAL</b>	 <b>Page C-1 to C-33</b>
APPENDIX 1 Legal Terms and Conditions	
APPENDIX 2 Questionnaire	
APPENDIX 3 Commercial Proposal	
APPENDIX 4 Proponent's References	
APPENDIX 5 Certificate of Insurance	
APPENDIX 6 Personal Information Consent Form(s)	
APPENDIX 7 Subcontractors	
APPENDIX 8 Proposed Amendments to Form of Agreement	
APPENDIX 9 Financial Statements	
APPENDIX 10 Proof of WorkSafeBC Registration	
APPENDIX 11 Conflicts; Collusion; Lobbying	
 <b>PART D - FORM OF AGREEMENT</b>	 <b>Pages D-1 to D-25</b>

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART A - INFORMATION AND INSTRUCTIONS

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**PART A - INFORMATION AND INSTRUCTIONS**

**1.0 THE RFP**

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit proposals for review by the VPD and, depending on the VPD’s evaluation of proposals, among other factors, to potentially negotiate with the VPD to enter into a contract. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE VPD TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE VPD.**
- 1.2 The RFP concerns the VPD’s interest in procuring physical rehabilitation services for Vancouver Police Department members, sworn and civilian, at VPD facilities. Details of the VPD’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The VPD welcomes proposals that are responsive to this RFP (“Proposals”) respecting innovative or novel approaches to the VPD’s objectives and requirements.
- 1.3 Only the following entities, which responded to the VPD’s Request for Expressions of Interest No. VPD2020924 are qualified to participate in the RFP:
- (a) Coast Performance Rehabilitation Inc.
  - (b) Physiofocus Health Services Corp.
  - (c) Valour Physiotherapy and Health Inc.
- 1.4 The VPD is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The VPD currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the VPD (such a contract, an “Agreement”). However, the VPD 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 VPD may also terminate the RFP at any time.
- 1.5 The VPD currently intends that Proposals will be evaluated by the VPD in relation to their overall value, which will be assessed in the VPD’s sole and absolute discretion. In assessing value, the VPD expects to consider the factors described in Section 8 below, among others.
- 1.6 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE VPD. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE FORM OF PROPOSAL.**
- 1.7 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver Police Board.
- 1.8 The RFP consists of four parts, plus appendices:

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART A - INFORMATION AND INSTRUCTIONS**

---

- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
- (b) PART B - VPD REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the VPD invites Proposals.
- (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

**2.0 KEY DATES**

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00pm on June 11, 2021
Information Meeting	9:00am on June 17, 2021
Deadline for Enquiries	3:00pm on June 18, 2021
Closing Time	3:00pm on June 25, 2021

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

**3.0 CONTACT PERSON**

3.1 All enquiries regarding the RFP must be addressed to:

Richard Kwai  
purchasing@vpd.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to VPD staff other than the contact person regarding the contact of this RFP may lead to disqualification of the Proponent from this RFP process, at the VPD’s sole discretion.

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

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART A - INFORMATION AND INSTRUCTIONS**

---

**4.0 SUBMISSION OF PROPOSALS**

- 4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).
- 4.2 Each Proponent should submit its Proposal by email in accordance with the following:
- Subject of the file to be: PS# - Title - Vendor name.
  - Document format for submissions:
    - RFP Part C in PDF format - 1 combined PDF file,
    - Appendix 3 (pricing tab) in Excel format, and;
    - Any other attachments if necessary
  - Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Richard.kwai@vpd.ca](mailto:Richard.kwai@vpd.ca); do not deliver a physical copy to the City of Vancouver or Vancouver Police Department.
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 Proposals must not be submitted by fax.
- 4.4 To be considered by the VPD, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.
- 4.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.7 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.8 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.9 The VPD is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the VPD has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.10 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 VPD and may or may not be returned to the Proponent, in the VPD’s sole discretion.
- 5.0 CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The VPD may amend the RFP or make additions to it at any time.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART A - INFORMATION AND INSTRUCTIONS**

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- 5.2 It is the sole responsibility of Proponents to check the City of Vancouver's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the VPD that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 A mandatory information meeting (the "Information Meeting") will be held to enable prospective Proponents to seek clarification with respect to any aspect of the RFP in a group forum. Proponents that do not attend the information meeting may not be allowed to submit a Proposal. The details are as follows:
- Date: as specified in Section 2.1 above.
- Time: as specified in Section 2.1 above.
- Locations: Vancouver Police Department, 2120 Cambie St, Vancouver and 3585 Graveley St, Vancouver
- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A, by e-mail to Richard.kwai@vpd.ca on or before the time and date specified in Section 2.1 above.
- 5.7 The VPD will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.
- 6.0 PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a one (1) year period, with two possible two (2) year extensions, for a maximum total term of 5 years.
- 6.2 The VPD intends to evaluate the Independent Service Provider during the initial first year of the term. If the VPD is not fully satisfied that the Independent Service Provider has delivered on all of its promises as set out in its Proposal, the VPD intends to not renew the Agreement and intends instead to offer the Agreement to the next highest scoring Proponent (if they are still willing to provide the Services in accordance with their Proposal) or alternatively issue a new RFP or RFEOL..
- 7.0 PRICING**
- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency, include the price that VPD members have to pay for the different services being provided and be fixed for the full term of the Proponent's proposed agreement.

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART A - INFORMATION AND INSTRUCTIONS**

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**8.0 EVALUATION OF PROPOSALS**

- 8.1 The VPD may open or decline to open Proposals in such manner and at such times and places as are determined by the VPD.
- 8.2 The VPD currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by VPD representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the VPD. In so doing, the VPD expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputation and previous experience, including experience with the VPD or in other similar workplace rehabilitation settings; (ii) Proponents' capabilities to meet the VPD's Requirements (as defined in Part B), (iii) quality and service factors, including ability to meet and sustain the required continuous staffing levels (iv) innovative/alternative solutions; (v) quality management and control (vi) environmental or social sustainability impacts; and (vii) transition and implementation proposal from the current service provider (where applicable). Certain other factors may be mentioned in Part B or elsewhere in the RFP.
- 8.3 All proposals that have satisfied the mandatory requirements within this Request for Proposal shall have their Proposals further evaluated utilizing pre-defined criteria for which pre-defined weighting has been attributed (as set out in the table below). Proponents that attain a score of 70% or greater for evaluation criteria other than financial evaluation criteria shall have their pricing scored and added to the overall evaluation weighting. The Proponent's proposals that do not attain a 70% cumulative average on their Evaluation Weighting may be removed from the competition.

Evaluation Criteria	Evaluation Weighting
General Services	25%
Medical Records Management	15%
Variety of Therapy Services	20%
Support Services	15%
Innovation	5%
Financial	20%
Total	100%

- 8.4 The VPD will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The VPD is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The VPD may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.5 The VPD may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART A - INFORMATION AND INSTRUCTIONS**

---

- 8.6 The VPD may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The VPD will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.7 The VPD may also require that any proposed subcontractors undergo evaluation by the VPD.
- 8.8 For the avoidance of doubt, notwithstanding any other provision in the RFP, the VPD has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the VPD; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the VPD may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

**9.0 VPD POLICIES**

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

**10.0 CERTAIN APPLICABLE LEGISLATION**

- 10.1 Proponents should note that the City of Vancouver and VPD is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the VPD's consultants or contractors to protect all personal information acquired from the VPD in the course of providing any service to the VPD.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

**11.0 LEGAL TERMS AND CONDITIONS**

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the VPD to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the VPD.

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

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART A - INFORMATION AND INSTRUCTIONS

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APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING  
Supply Chain Management

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**RE: REQUEST FOR PROPOSALS NO. VPD20201105, PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Richard Kwai  
Vancouver Police Department  
Email: purchasing@vpd.ca

Proponent's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company WILL  / WILL NOT  attend the information meeting for Request for Proposals No. VPD20201105, **PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART B - VPD REQUIREMENTS

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## PART B - VPD REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the RFP issuance date, but they may change or be refined in the course of the evaluation of Proposals or otherwise. For example, as a result of questions submitted at or after the Information Meeting, answers provided by way of amendment to this RFP after the Information Meeting, or in the course of the evaluation of Proposals or otherwise. However, in all such cases, the VPD will issue a written amendment or clarification and allow Proponents to respond to such change or refinement.

### 1.0 BACKGROUND

- 1.1 In this Part B, a Proponent who succeeds in entering into an Agreement with the VPD pursuant to this RFP is referred to for convenience of reference as the “Independent Service Provider”;
- 1.2 In this Part B, the Form of Agreement attached as Part D (and to which a successful Proponent will become a party) and which upon execution will have attached to it there Requirements as a Schedule, is referred to for convenience of reference as “the Agreement” or “this Agreement”;
- 1.3 For many decades, the City has had a municipal police department which has been operated and governed by the Vancouver Police Board, which is an independent police board established pursuant to the *Police Act*;
- 1.4 The VPD has two rehabilitation/treatment rooms (“Treatment Room”), one is located at 2120 Cambie St and the second is at 1570 Kootenay St.
- 1.5 Each space has a treatment table, a modality unit that has electrical stimulation and ultrasound, sink, cabinets for storage, pillows, desk, a lamp and rolling chair;
- 1.6 Independent Service Providers must provide their own clean linens;
- 1.7 The Independent Service Provider will be responsible for providing their own equipment for recording and maintaining secure medical files. The medical files will belong solely to the Independent Service Provider, with the VPD having no power or right to access said files;
- 1.8 The 2120 Cambie St space also acts as a first aid room for the VPD first aid attendants which they will need to use if a medical issue arises;
- 1.9 Both treatment spaces will be used by VPD therapy staff when the Independent Service Provider is not using the space;

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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**2.0 MANDATORY REQUIREMENTS**

**2.1 Acknowledgement**

- 2.1.1 The Independent Service Provider will treat as confidential and will not any time publish, release or disclose or permit to be published, released, or disclosed
- (a) any records or information supplied to them or otherwise coming into their possession from the VPD (or its other Service Providers) as a result of this Agreement, (collectively, “VPD Information”)
  - (b) any records or information supplied to them or otherwise coming into their possession from the VPD personnel taking advantage of the Independent Service Provider’s Services (“VPD Clients”) as a result of this Agreement, (collectively, “VPD Client Information”)

except insofar as such publication, release or disclosure is necessary for them to fulfil their obligations under this Agreement or as required by any applicable law.

- 2.1.2 The Independent Service Provider acknowledges that it will acquire or have access (as part of the VPD Information and VPD Client Information) to “personal information”, as such term defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“FOIPPA”). The Independent Service Provider further acknowledges that both the VPD and Independent Service Provider have obligations under FOIPPA to protect such information and that any unauthorized disclosure or use of such information could result in irreparable and significant harm to the VPD as well as VPD Clients.

- 2.1.3 Unless otherwise specified or the VPD otherwise directs in writing, the Independent Service Provider must inform any person from whom it collects personal information under this Agreement (including VPD Clients):
- (a) The purpose for collecting it;
  - (b) The legal authority for collecting it;
  - (c) The title, business address and business telephone number of the person designated by the VPD to answer questions about the Independent Service Provider’s collection of personal information.

**2.2 Privacy Legislation and Obligations**

- 2.2.1 Independent Service Provider has implemented appropriate or will implement appropriate policies and security measures to comply with all applicable laws relating to privacy and personal information including FOIPPA, PIPA and E-Health Acts as well as comply with the terms of this Agreement.
- 2.2.2 Independent Service Provider agrees that all VPD information (but not VPD Client Information) to which the Independent Service Provider has access under this Agreement is “under the control” of the VPD for the purposes of FOIPPA. The VPD is only transferring physical custody of such information to Independent Service Provider, not control of that information, and the authority over the use, disclosure, access, destruction and integrity of all such information remains with the VPD. At anytime during the term of the Agreement, the VPD may exercise the foregoing control over any such information by notice in writing to Independent Service Provider and Independent Service Provider shall comply with the instructions in the VPD’s notice.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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- 2.2.3 The Independent Service Provider agrees to collect, acquire, or hold only the minimum amount of personal information required to perform its duties under this Agreement. Unless otherwise authorized by FOIPP or other applicable law and approved by the VPD, the Independent Service Provider must only collect personal information directly from the individual to whom the information pertains, namely the VPD Clients.
- 2.2.4 If an access to information request is made to Independent Service Provider under applicable laws relating to VPD Information, the Independent Service Provider shall immediately, and in any event before responding to such information request, notify the VPD in writing of such request, and upon the VPD's request, provided Independent Service Provider is not prohibited by applicable laws from doing so, direct such information request to the VPD for the VPD to handle. In any event, Independent Service Provider shall, at the VPD's expense, deliver to the VPD copies of all relevant records within seven (7) days of notification by the VPD and shall comply with all other requests.
- 2.2.5 If an access to information request is made to Independent Service Provider under applicable laws relating to VPD Client Information, the Independent Service Provider shall proceed to handle such request in accordance with applicable law at no expense to the VPD. VPD Client Information belongs solely to the Independent Service Provider and the VPD has no power or right to access the VPD Client Information.
- 2.2.6 The obligation to treat all VPD information and all VPD Client Information as confidential and only for the purpose of fulfilling the obligations under this Agreement shall survive the expiry or termination of this Agreement. No VPD Information shall be disclosed unless Independent Service Provider is legally compelled to do so and only after having first challenged that requirement and given the VPD a reasonable opportunity to challenge that requirement. No VPD Client Information will be disclosed except in accordance with all applicable law.
- 2.2.7 Independent Service Provider shall not sub-contract any obligations to be performed by Independent Service Provider under the Agreement to any other party other than as permitted under the Agreement. If the VPD allows Independent Service Provider to engage a sub-contractor, Independent Service Provider shall ensure that any sub-contractor complies with all provisions of this Agreement.
- 2.2.8 Once the Independent Service Provider possesses or has access to VPD Information and VPD Client Information, such information will be stored and backed-up on servers and other equipment that are owned or controlled by the Independent Service Provider and that are physically located in Canada. Physical and electronic access to the Independent Service Provider's servers must at all times be locked and restricted to only the Independent Service Provider's Authorized Employees (as defined in Section 2.4.1 below). If the location of Independent Service Provider's primary or back-up servers change, Independent Service Provider will promptly notify the VPD in writing of the address of the new location. Independent Service Provider will not store any such information on any other server or equipment without the prior written approval of the VPD.
- 2.2.9 Except with the prior written approval of or instructions from the VPD, Independent Service Provider shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the VPD Information in any way.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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2.2.10 Independent Service Provider shall not withhold any VPD Information to enforce payment by the VPD or to enforce Independent Service Provider's rights in a dispute over this Agreement.

- 2.2.11 As between the VPD and Independent Service Provider, the
- (a) VPD Information is owned by the VPD, and the Independent Service Provider agrees to hold such information in trust for the VPD, and Independent Service Provider makes no claim to any right of ownership in it, and
  - (b) VPD Client Information is owned by each VPD Client and Independent Service Provider must hold, protect, and disclose such information only in accordance with all applicable law.

**2.3 Authorized Purposes**

2.3.1 Independent Service Provider may only use the VPD Information to which Independent Service Provider has access under this Agreement to carry out Independent Service Provider's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Independent Service Provider that is not expressly permitted by this Agreement will require the prior written consent of the VPD and must comply with all Applicable Laws.

**2.4 Restricted Access**

2.4.1 Independent Service Provider will permit access to the VPD Information and VPD Client Information only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Independent Service Provider will at all times maintain a current list of Authorized Employees. Independent Service Provider will, upon the VPD's request, provide the VPD with the current list of Authorized Employees.

2.4.2 Independent Service Provider will at all times have in place a knowledgeable senior person within its organization to be responsible and to have the authority to ensure, compliance with the information and privacy terms of this Agreement (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Independent Service Provider will notify the VPD in writing as to the name of the Independent Service Provider Compliance Representative. Independent Service Provider will promptly advise the VPD of any change to the Compliance Representative.

**2.5 Security**

2.5.1 The Independent Service Provider will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all VPD Information and VPD Client Information is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

- (a) Restricted access to records containing paper copies of the VPD Information and VPD Client Information;

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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- (b) Restricted access to the VPD information and VPD Client Information stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
- (c) Systems containing the VPD Information and VPD Client Information will be capable of providing an audit trail and user access logs, which logs will be retained by Independent Service Provider during the term of this Agreement and for at least two (2) years following its expiry, or termination, or the authorized destruction of the VPD Information and VPD Client Information, whichever is sooner.
- (d) Independent Service Provider must ensure that the data centre and servers containing the VPD Information and VPD Client Information meets the following physical and electronic security requirements:
  - (i) Single point data entry;
  - (ii) Access only to persons on Independent Service Provider approved access list;
  - (iii) Log-in validation;
  - (iv) Creation of accounts only as verified by Independent Service Provider;
  - (v) External WIFI access to servers only via encrypted means; and
  - (vi) Servers running behind secure firewall.

**2.6 No Storage, Access or Transmission outside Canada**

The Independent Service Provider will not (i) store the VPD Information and VPD Client Information outside Canada, (ii) access or make accessible the VPD Information and VPD Client Information from outside Canada, (iii) transmit the VPD Information and VPD Client Information outside Canada, or (iv) otherwise permit any VPD Information and VPD Client Information to leave Canada.

**2.7 Information Retention, Transfer to the VPD and Destruction**

The Independent Service Provider is only permitted to retain the VPD Information, with the exception of VPD Client Information, or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the Term. During this period of time, Independent Service Provider shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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**2.8 Inspection and Compliance**

- 2.8.1 During this Agreement and during the period of time that the Independent Service Provider is permitted by this document to retain the VPD Information, the VPD's authorized representative may, on reasonable notice and during regular business hours, enter the Independent Service Provider's premises and/or will be given access to Independent Service Provider's computer systems to inspect any VPD Information (but not VPD Client Information) in the possession of the Independent Service Provider or any of the Independent Service Provider's information management policies or practices relevant to its compliance with this Agreement.
- 2.8.2 The VPD may request Independent Service Provider to provide a written certificate confirming the Independent Service Provider's compliance with all obligations under this Agreement, and if so requested, the Independent Service Provider will within ten (10) business days either:
- (a) (i) Provide such certificate; or
  - (ii) Provide a notice of non-compliance in accordance with Section 2.8.3 below.
  - (b) Independent Service Provider will promptly forward to the VPD any records that the VPD may request (aside from VPD Client Information) in order to review whether Independent Service Provider is complying with this Agreement.
  - (c) If requested by the VPD, acting reasonably, the Independent Service Provider will appoint an independent, external auditor at the VPD's expense to review Independent Service Provider's information and security practices under this Agreement. The Independent Service Provider will provide copies of the results of any such audit to the VPD within seven (7) days of receiving the auditor's report.
  - (d) Independent Service Provider will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the VPD Information and VPD Client Information.
- 2.8.3 **Written Notice of Non-Compliance.** Independent Service Provider will immediately notify the VPD in writing of any non-compliance or anticipated non-compliance with this Agreement and will further inform the VPD of all steps Independent Service Provider proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

**2.9 ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**

- 2.10 Independent Service Provider shall, in respect of storage of, and access to the VPD Information and VPD Client Information:
- 2.10.1 take a physical inventory, at least annually, of all records containing such information, to identify any losses;
  - 2.10.2 ensure that records are not removed from storage premises without appropriate written authorization from the VPD;

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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- 2.10.3 use physically secure areas for the storage of records and restrict access to Authorized Employees;
  - 2.10.4 ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;
  - 2.10.5 ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;
  - 2.10.6 implement procedures for identification and authentication, which include:
    - (a) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;
    - (b) ensuring that authentication codes or passwords:
      - (1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;
      - (2) are known only to the authorized user of the account;
      - (3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
      - (4) are no fewer than six characters in length;
      - (5) are one-way encrypted;
      - (6) are excluded from unprotected automatic log-on processes;
      - (7) are changed at irregular and frequent intervals at least semi-annually;
  - 2.10.7 maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;
  - 2.10.8 take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;
  - 2.10.9 implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and
  - 2.10.10 Implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.
- 2.11 Independent Service Provider must store the VPD Information and VPD Client Information on agreed-upon media in accordance with prescribed techniques that store such information in a form that only authorized persons may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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- 2.12 Independent Service Provider shall store backup copies of the VPD Information and VPD Client Information off-site under conditions which are the same as or better than originals.
- 2.13 Independent Service Provider shall securely segregate the VPD Information and VPD Client Information from information owned by others (including Independent Service Provider), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:
- 2.13.1 Separate storage facilities for such information;
- 2.13.2 Authorization before a person is granted access to computers containing such information; and
- 2.13.3 Entry passwords and the employment of public key encryption/smart card technology where practicable.
- 2.14 Independent Service Provider shall ensure the integrity of the VPD Information and VPD Client Information stored, processed or transmitted through its system or network.
- 2.15 Independent Service Provider shall co-operate with, and assist in, any VPD investigation of a complaint or any VPD concern that the VPD Information and VPD Client Information has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA or any other Applicable Laws.
- 2.16 As per Section 2.8.1 above, the VPD shall be able to access Independent Service Provider's premises and other places where Independent Service Provider's servers and other equipment are located to recover any or all the VPD Information (but not VPD Client Information) and for auditing purposes to ensure compliance with the terms of this Agreement.
- 2.17 **PRIVACY AND RECORDS MANAGEMENT**
- The Independent Service Provider will be required to utilize standardized consent and clinical forms.
- 2.18 **LETTER OF CREDIT**
- The Independent Service Provider will be required to deliver to the VPD a clean, unconditional, irrevocable, demand letter of credit (the "**Letter of Credit**") payable in the amount of \$75,000.00 and issued in favour of the Vancouver Police Board by a bank listed in Schedule I or Schedule II of the *Bank Act* (Canada) and on terms satisfactory to the City's Director of Legal Services. This Letter of Credit must contain an automatic extension clause for the Term of the Agreement and may be drawn on by the VPD to reimburse the VPD for any costs, losses or damages suffered by the VPD as a result of the Independent Service Provider's breach of this Agreement.
- 2.19 **SERVICE LEVELS ARE FUNDAMENTAL TERM**
- The continuous service level requirements are a fundamental requirement. The Independent Service Provider must be able to support the regular rehabilitation staff with sufficient backfill and temporary replacements so as to ensure that vacations, illnesses, leaves of absence, changes in employment status, and inclement weather and the like do not result in lapses in coverage.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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**2.20 SECURITY**

**2.21 Security Checks on Personnel Backgrounds**

All Independent Service Provider's staff must have their staff complete and submit to VPD, all at the Independent Service Provider's sole cost, a "Background Information Form", for review by the VPD prior to the commencement date of the Services. The "Background Information Form" required to be utilized by the Independent Service Provider's staff is attached to this RFP as Appendix 12. The VPD will expeditiously review the Background Information Forms and if any staff is not approved by the VPD (acting reasonably) the Independent Service Provider must provide compliant replacement staff and a replacement Background Information Form for same immediately

**2.22 Security Clearance**

In addition to the Background Information Forms, the VPD, in their sole and absolute discretion may at any time, and from time to time, request any or all of the Independent Service Provider's Project Team (or any other Independent Service Provider personnel directly or indirectly involved in the provision of the Services) to submit to the security clearance checks that the VPD may require in connection with the requirements set out in this RFP, including, without limitation, criminal record, references, character and field checks.

**3.0 GENERAL REQUIREMENTS**

**3.1** The Independent Service Provider must provide uniforms to be worn on site at all times for identification purposes. These uniforms must be appropriate and suitable to adequately identify such staff to VPD staff as rehab professionals.

**3.2** The VPD will have access to both Treatment Rooms, at all times for:

- (a) Security and emergency purposes;
- (b) Inspections and assessment as to the quality of the performance for the Services; and
- (c) Such reasonable rights of service, use and access as may be granted by the VPD to other persons for other health services not provided by the Independent Service Provider under this Agreement insofar as they do not unreasonably interfere with the Independent Service Provider's ability to provide the services.

**3.3** The VPD will utilize commercially reasonable efforts to provide, at no cost to the Independent Service Provider, the following for the Treatment Rooms:

- (a) Heat, power, water;
- (b) Structural maintenance and janitorial services; and
- (c) Treatment tables, modality unit for electrical stimulation and ultrasound, sink, storage cabinetry, pillows, office furniture, and telephone (collectively, the "Treatment Room Equipment").

**3.4** Subject to the VPD's obligations set out in Section 3.3 above, the Independent Service Provider will have the responsibility to maintain, at its sole expense, the Treatment Rooms and

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

---

- Treatment Room Equipment provided in reasonable condition and in good working order and repair, reasonable wear and tear accepted.
- 3.5 The Independent Service Provider will not be liable for the following costs except where caused or contributed to by the negligence or other acts or omissions of the Independent Service Provider:
- (a) All costs for extraordinary repair or normal end of life replacement of the Treatment Room and Treatment Room Equipment, and
  - (b) All costs arising from theft, fire, earthquake or other perils normally covered by the VPD's property insurance.
- 3.6 The Treatment Room Equipment must remain within the Treatment Room. Where the Independent Service Provider causes or observes any loss or damage to the Treatment Room or Treatment Room Equipment, the same must be reported immediately to the VPD's Employee Wellness Unit.
- 3.7 Components of the Treatment Room, Treatment Room Equipment, and any other property of the VPD may provide to the Independent Service Provider in connection with this Agreement will be and at all times remain the exclusive property of the VPD.
- 3.8 The VPD reserves the right to move either or both Treatment Room locations at any time and for any reason to suit VPD's operational requirements provided all locations remain within City of Vancouver.
- 3.9 The Independent Service Provider must provide all other equipment and supplies required to provide the Services (e.g. their own clean linens) aside from the Treatment Room and Treatment Room Equipment.
- 3.10 The Independent Service Provider shall be responsible for producing, recording and maintaining secure medical files on their own premises and may not use the Treatment Room for storage of same. The medical files will belong solely to the Independent Service Provider.
- 3.11 The Independent Service Provider shall be responsible for adhering to the BC COVID-19 safety plan and protocol as set out by the BC Minister of Health and the BC Provincial Health Officer.
- 3.12 The Independent Service Provider shall only provide the Services (under the contract with the VPD) to currently serving VPD-employed staff, sworn and civilian.
- 4.0 SCOPE OF WORK**
- 4.1 Physical Rehabilitation Services**
- 4.1.1 The Independent Service Provider is to provide therapists that are registered and in good standing with the College of Physical Therapists of British Columbia ("CPTBC") and can provide the physiotherapy services in full compliance with the CPTBC standards, including, but not limited to the following:
- (a) The Independent Service Provider will be responsible for injury screening, assessments and treatments with each therapist staying within their scope of practice;
  - (b) The VPD has determined that each treatment location requires a therapist on-site for a minimum of five days of the week. The Cambie location days will include weekends and

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

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evenings while the Kootenay location hours will remain between 0600-1600 Monday to Friday, excluding Statutory holidays. Dates and times are subject to change. The Independent Service Provider must be able to provide a locum to fill the space if and whenever the normally scheduled staff member is unable to attend due to sickness or a pre-planned time away;

- (c) The VPD has determined that VPD members who are requesting treatment be able to secure an appointment within 72 hours of their initial request for an appointment;
- (d) The Independent Service Provider must ensure that its therapy staff stay up to date with their certification and malpractice insurance;
- (e) The Independent Service Provider must provide the Services to VPD personnel that are dealing with ICBC and WorkSafeBC claims. It is preferred that the awarded Proponent directly bill ICBC and WorkSafeBC;
- (f) The Independent Service Provider must bill directly to the extended benefits provider of the VPD, currently Greenshield; extended benefits provider may be subject to change;
- (g) The Independent Service Provider understands the VPD is not responsible for the payment of the treatment fees of the VPD personnel serviced under the contract with VPD;
- (h) The Independent Service Provider must be willing to take payment via cash, credit or debit, from the VPD personnel if that is their preferred method of covering the treatment fees;
- (i) The Independent Service Provider must be able to begin providing the Services within sixty (60) days of being chosen as the Independent Service Provider;

#### **4.2 Medical Services**

4.2.1 The Independent Service Provider is to provide therapists that are registered and in good standing with their Provincial and/or National governing bodies;

- (a) The Independent Service Provider is to provide therapy services that are covered by the VPD extended benefits plan. The VPD welcomes proposals which offer (and following the entering into of a contract) offers to provide additional or new therapy services, if the Independent Service Provider considers same to be beneficial to VPD personnel and that VPD personnel would utilize, subject always to the prior approval of the VPD Employee Wellness Unit and, if required by the VPD Employee Wellness Unit, a successful trial period;
- (b) Therapy services include, but not limited to the following:
  - (i) Physiotherapy (registered through the College of Physical Therapists of British Columbia);
  - (ii) Massage therapy (registered through the College of Massage Therapists of British Columbia);
  - (iii) The role of the therapy services includes:

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART B - VPD REQUIREMENTS**

---

1. Injury screening;
2. Injury assessment;
3. Injury treatment;
4. Medical record documentation and retention;

(iv) Medical co-ordination services including:

1. Providing customized referrals to outside Independent Service Providers if needed;
2. Providing the VPD Employee Wellness Unit with monthly statistics on services provided
3. Maintaining and retention of medical records of services provided;

(v) Lunchtime Presentations including but not limited to;

1. Specific injuries;
2. Injury prevention;
3. Concussion management;

(vi) Administrative functions, including:

1. Coordination of personnel for the performance of the requirements;
2. Collaborating with other rehabilitation providers the client is working with including, but not limited to lawyers, WorksafeBC Adjuster, ICBC Adjusters;
3. Creating, maintaining and updating the health records as appropriate and entering notes on the client's record. These records must be updated after each contact with the client;
4. Ordering and maintaining adequate medical products at all times (including, without limitation, acupuncture needles, thera-bands, ultrasound gel);
5. Maintaining an adequate supply of clean linens in each treatment room to allow for continuous service;
6. Performing document checks in the health record (i.e. patient's consent or patient's consent as required);

4.3 The Service Provider must provide all of its therapy staff with uniform tops to be worn on site at all times for identification purposes. These tops must be appropriate and suitable to

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART B - VPD REQUIREMENTS**

---

adequately identify such staff to VPD staff and can come in various forms - shirts, vest, sweatshirts, collared shirts, etc.;

4.4 The Service Provider must ensure that its therapy staff stay up to date with their certification and malpractice insurance;

4.5 The Service Provider must be able to begin services within 60 days of being chosen as the Service Provider;

- (i) Ordering and maintaining adequate medical products at all times (including, without limitation, acupuncture needles, thera-bands, ultrasound gel);
- (ii) Maintaining an adequate supply of clean linens in each treatment room to allow for continuous service;

**APPENDIX 1 TO PART B - GENERAL REQUIREMENTS**

NOTE: Proponents are to read as part of the Part D - Form of Agreement to which it will be attached as part of an Agreement with the successful Proponent, noting "Service Provider" has the same meaning as "Contractor".

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL

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**PART C - FORM OF PROPOSAL**

RFP No. VPD20201105, PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
(the "RFP")

Proponent's Name: \_\_\_\_\_  
"Proponent"

Address: \_\_\_\_\_

Jurisdiction of Legal Organization: \_\_\_\_\_

Date of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

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**APPENDICES**

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1     Legal Terms and Conditions of RFP
- APPENDIX 2     Questionnaire
- APPENDIX 3     Commercial Proposal
- APPENDIX 4     Proponents References
- APPENDIX 5     Certificate of Insurance
- APPENDIX 6     Personal Information Consent Form(s)
- APPENDIX 7     Subcontractors
- APPENDIX 8     Proposed Amendments to Form of Agreement
- APPENDIX 9     Financial Statements
- APPENDIX 10    Proof of WorkSafeBC Registration
- APPENDIX 11    Conflicts; Collusion; Lobbying

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 1  
LEGAL TERMS AND CONDITIONS OF RFP**

**1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

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

**2 DEFINITIONS**

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the VPD and the Proponent following and as a result of the Proponent's selection by the VPD in the VPD's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. VPD20201105, as amended from time to time and including all addenda.
- (h) "Vancouver Police Board" or "VPB" is the municipal police board established under the *Police Act* (British Columbia), and having an office at 3585 Graveley Street, Vancouver, British Columbia, V5K 5J5.
- (i) "VPD" means, collectively the Vancouver Police Board and the Vancouver Police Department.

**3 NO LEGAL OBLIGATION ASSUMED BY THE VPD**

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the VPD 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 VPD enters into a Contract, which the VPD may decline to do in the VPD's sole discretion.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART C - FORM OF PROPOSAL**

---

**4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT**

The VPD is a public body required by law to act in the public interest. In no event, however, does the VPD owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the VPD 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 VPD at the VPD's sole discretion. The VPD 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 VPD reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the VPD 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 VPD 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 VPD may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the VPD will have no liability to the Proponent as a result of such discussions, negotiations or changes.

**5.4 Acceptance or Rejection of Proposals**

The VPD 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 VPD; 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 VPD AGAINST LAWSUITS**

**6.1 Release by the Proponent**

Except only and to the extent that the VPD is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the VPD, 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:

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART C - FORM OF PROPOSAL**

---

- (a) any alleged (or judicially determined) breach by the VPD or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the VPD 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 VPD or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the VPD accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the VPD: 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 VPD enters any agreement respecting the subject matter of the RFP.

#### **6.2 Indemnity by the Proponent**

Except only and to the extent that the VPD breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the VPD, 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 VPD or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the VPD 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 VPD 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 VPD 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 VPD breaches Section 8.2 of this Appendix 1), the VPD 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 VPD'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 VPD breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the VPD and the Proponent under a Contract (or a similar contract between the VPD 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 VPD's Director of Legal Services;

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

- (b) Section 6 of this Appendix 1 will: (i) bind the VPD, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

**8 PROTECTION AND OWNERSHIP OF INFORMATION**

**8.1 RFP and Proposal Documents VPD's Property**

- (a) All RFP-related documents provided to the Proponent by the VPD remain the property of the VPD and must be returned to the VPD, or destroyed, upon request by the VPD.
- (b) The documentation containing the Proposal, once submitted to the VPD, becomes the property of the VPD, and the VPD 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 VPD'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 VPB about the RFP, the VPD will treat the Proposal (and the VPD's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

**8.3 All VPD 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 VPD 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 VPD in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the VPD 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 VPD; or (ii) related to or has any business or family relationship with an elected official or employee of the VPD, 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 VPD, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 14.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART C - FORM OF PROPOSAL**

---

- (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 VPD and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the VPD, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 14.

**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 VPD 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 VPD and the Proponent’s or its subcontractors’ duties to such third party, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 14.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 14.

**9.4 Declaration as to No Lobbying**

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 14.

**10 GENERAL**

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the VPD.

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

**11 INDEPENDENT LEGAL ADVICE**

**THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.**

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 2  
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire by attaching questions and your responses on a separate page. The evaluation committee will review and evaluate the information received from Proponents in response to the questions listed in this section. Proponents are required to prepare a comprehensive response where requested. Failure to respond to any requested information will be deemed as unresponsive and subsequently no points will be assigned during the evaluation process.

**Executive Summary**

Provide a brief executive summary of your Proposal to provide physical rehabilitation service to the VPD.

**Proponent Overview**

Provide a description of the Proponent’s company, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License), or is willing to obtain one upon contract award.

**Proponents which have not fully complied with the mandatory requirements will be considered non-compliant, and will not be considered further.**

MANDATORY REQUIREMENTS	Evaluation Schema
<p><b>Does your company fully comply with the mandatory requirements set out in Part B, Section 2.0?</b></p>	<p><b>Pass</b> The proposed solution fully complies with the mandatory requirements.</p> <p><b>Fail</b> The proposed solution does not fully comply with the mandatory requirements.</p>

GENERAL SERVICES	Weighted Score
<p>Detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent’s work plan should make reference to the Requirements as appropriate.</p>	<p><b>5%</b></p>

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

Describe how your Proposal meets the General Requirements.	<b>3%</b>
Describe your understanding of large multi-level organizations and the flow of command.	<b>3%</b>
Provide information on key personnel's/therapists experience in working in or with large organizations in the area of health and wellness.	<b>5%</b>
Please describe how you will manage bookings, payments, supplies ordering, administrative duties, etc.	<b>3%</b>
Describe the steps and structure the Proponent will use to ensure VPD staff are seen within 72 hours of contacting for an appointment.	<b>3%</b>
Outline your referral process to external medical providers.	<b>3%</b>
<b>TOTAL</b>	<b>25%</b>

<b>MEDICAL RECORDS MANAGEMENT</b>	<b>Weighted Score</b>
Name and describe the system used to maintain health records.	<b>3%</b>
Outline steps that will be taken to ensure privacy and confidentiality is kept regarding patient records.	<b>3%</b>
Outline your process for managing WorkSafeBC claims.	<b>3%</b>
Outline how you envision working with the VPD Disability Management Staff whom manage members with WorkSafeBC claims.	<b>3%</b>

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

Outline your process for managing ICBC claims.	<b>3%</b>
<b>TOTAL</b>	<b>15%</b>

<b>VARIETY OF THERAPY SERVICES</b>	<b>Weighted Score</b>
Identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.	<b>5%</b>
Describe the Proponent's and/or key personnel's experience working with first responders/para-military professionals.	<b>3%</b>
Describe how therapists will be managed between the two treatment offices.	<b>2%</b>
Highlight specific skills/certifications of key personnel that you view most beneficial for working with this population.	<b>2%</b>
Describe how you envision developing the services provided to VPD members.	<b>2%</b>
Provide details on what injury/movement screens will be utilized and how they will benefit this population.	<b>2%</b>
Provide details on the injury assessment process that will be used.	<b>2%</b>
Describe your approach to injury rehabilitation.	<b>2%</b>
<b>TOTAL</b>	<b>20%</b>

**REQUEST FOR PROPOSALS NO. VPD20201105  
 PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
 PART C - FORM OF PROPOSAL**

---

<b>SUPPORT SERVICES</b>	<b>Weighted Score</b>
List equipment or set up details that are not currently provided by the VPD that would impact your ability to provide your best services. Describe what will be done to mitigate this deficiency.	<b>2%</b>
Will you be able to provide a voluntary 1 hour of lunchtime talk a month to promote your service and to educate attendees on a certain injury or rehabilitation/wellness topic?	<b>2%</b>
Describe your company's and/or key personnel's experience with creating and presenting educational presentations.	<b>2%</b>
Will you be willing to implement telehealth services if requested by the VPD?	<b>2%</b>
Please describe the COVID-19 safety protocols and exposure plan you would implement for the treatment spaces.	<b>2%</b>
Please state how medical supplies and linens will be managed.	<b>2%</b>
Will the organization be willing to volunteer at the occasional VPD athletic event? I.e. Family Wellness Day, Larry Young Memorial Run.	<b>3%</b>
<b>TOTAL</b>	<b>15%</b>

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

<b>INNOVATION</b>	<b>Weighted Score</b>
Notwithstanding any other provision hereof, the VPD welcomes Proposals respecting innovative or novel approaches to the VPD's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Please note any proposed innovative approaches to meeting the VPD's requirements.	<b>3%</b>
Describe what data will be collected and how it will be analyzed to demonstrate the impact of the Proponents service to the VPD.	<b>2%</b>
<b>TOTAL</b>	<b>5%</b>

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 3  
COMMERCIAL PROPOSAL**

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

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

If Proponent is submitting its Proposal by email please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal. If the Proponent is submitting its Proposal via envelope please ensure Appendix 3 - Commercial Proposal is provided in a separate sealed envelope.

<b>MASSAGE THERAPY</b>	<b>UNIT RATE</b>
Initial Visit, 60 minutes	
30 minutes	
60 minutes	
90 minutes	
<b>PHYSIOTHERAPY</b>	<b>UNIT RATE</b>
Initial Visit, 60 minutes	
Subsequent Visits, 30 minutes	
Subsequent Visits, 60 minutes	
Taping Only	

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 4  
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below.

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

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

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

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 5  
CERTIFICATE OF INSURANCE**

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the VPD entering into any Agreement.)

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL

---

**APPENDIX 6  
PERSONAL INFORMATION CONSENT FORM(S)**

Complete one copy of this Appendix 8 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

**PERSONAL INFORMATION CONSENT FORM**

**RFP**

**Reference #VPD20201105**

**Title: PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**

With the provision of my signature at the foot of this statement I, \_\_\_\_\_

\_\_\_\_\_ (Print Name)

consent to the indirect collection from \_\_\_\_\_

\_\_\_\_\_ (Print Name of Proponent)

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

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

\_\_\_\_\_) \_\_\_\_\_  
Signature ) Date

**REQUEST FOR PROPOSALS NO. VPD20201105  
 PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
 PART C - FORM OF PROPOSAL**

---

**APPENDIX 7  
 SUBCONTRACTORS**

Complete this Appendix 9 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

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

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 8  
PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 10 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the VPD's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

<b>Section / General Condition</b>	<b>Proposed Amendment</b>	<b>Rationale and Benefit</b>

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL

---

APPENDIX 9  
FINANCIAL STATEMENTS

Attached as Appendix 11 to this Form of Proposal the Proponent's financial statements, prepared by an accountant and covering at least the prior two years.

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL

---

APPENDIX 10  
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 12 to this Form of Proposal proof of valid WorkSafeBC registration.

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**APPENDIX 11  
CONFLICTS; COLLUSION; LOBBYING**

Complete this Appendix 13 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

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

REQUEST FOR PROPOSALS NO. VPD20201105  
 PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
 PART C - FORM OF PROPOSAL

**APPENDIX 12  
 BACKGROUND INFORMATION FORM**



**VANCOUVER POLICE DEPARTMENT  
 CIVILIAN SECURITY SCREENING  
 BACKGROUND INFORMATION FORM**

VPD 1602(09)

*The information on this form is collected for the purpose of providing a security screening assessment*

**PERSONAL INFORMATION**

(If more space is required, use a separate sheet of paper and sign each sheet)

	Surname	Given 1 (no initials)	Given 2 (no initials)
Current Name			
Family Name at Birth			
Maiden Name			
All Other Names Used (i.e. nickname)			
DOB: _____ yyyy / mm / dd		Country of Birth	
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Telephone Number(s) (    )    - (    )    -	Telephone Number(s) (    )    - (    )    -	
Current Driver's Licence No		Province or State of Issue	
Previous Driver's Licence No		Province or State of Issue	

**RESIDENTIAL INFORMATION**

(Provide residential addresses for the last 5 years starting with the most recent)

1. Street Address	From:	To Present
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**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

		_____	
		yyyy / mm / dd	
City, Province or State	Telephone No: (    )    -	Postal Code	Country
2. Street Address		From: _____	To: _____
		yyyy / mm / dd	yyyy / mm / dd
City, Province or State	Telephone No: (    )    -	Postal Code	Country
3. Street Address		From: _____	To: _____
		yyyy / mm / dd	yyyy / mm / dd
City, Province or State	Telephone No: (    )    -	Postal Code	Country

<b>HISTORY OF OFFENCES IN AND OUTSIDE OF CANADA</b>	
<b>(If more space is required, use a separate sheet of paper and sign each sheet)</b>	
Have you ever been investigated, charged and/or convicted of an offence for which you have not been granted a pardon? <input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, list all incidents where you have been investigated, charged and/or convicted of any criminal, other federal, or provincial statutory offences:	
City(s)	Province or State
Country(s)	Name of Police Force
Date of investigation, charge and/or conviction(s): _____ <div style="text-align: center;">yyyy / mm / dd</div>	

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**EDUCATION**

Name of last school or university you attended full time	Student number	ID	Location of Institute
Field of study (Diploma or degree obtained)			From: _____ yyyy / mm / dd
			To: _____ yyyy / mm / dd

**MARITAL STATUS/COMMON-LAW RELATIONSHIP**

<b>Current Status</b> <input type="checkbox"/> Married <input type="checkbox"/> Common-Law Partnership <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Single			
Current Spouse/Common-Law Partner Information		If separated, widowed or divorced, specify date _____ yyyy / mm / dd	
Surname and Full Given Names	Maiden Name (if applicable)	Current Citizenship	
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Marriage/Common Law Partnership		
Date of Marriage/Common Law Partnership _____	City, Province/State, Country of Birth		
Present Street Address			
City, Province or State	Telephone No: ( ) -	Postal Code	Country
Name and Street Address of Present Employer (job title)			
City, Province or State	Telephone No: ( ) -	Postal Code	Country

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

**MARITAL STATUS/Common-LAW RELATIONSHIP (continued)**

**Previous Spouse/Common-Law Partner Information**

Surname and Full Given Names	Maiden Name (if applicable)	Current Citizenship	
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Marriage/Common Law Partnership		
Date of Marriage/Common Law Partnership _____	City, Province/State, Country of Birth		
Date of Marriage/Common Law Partnership _____	City, Province/State, Country of Birth		
If separated, widowed or divorced, specify date: _____	City, Province/State, Country of Divorce		
If separated, widowed or divorced, specify date: _____	City, Province/State, Country of Divorce		
Present Street Address			
City, Province or State	Telephone No: (     )     -	Postal Code	Country

**IMMEDIATE RELATIVES INSIDE & OUTSIDE OF CANADA**

**Immediate relatives include: adult children (18 years & older), mother, father, brother(s), sister(s), step-family, mother and father In-law**

**(If more space is required, use a separate sheet of paper and sign each sheet)**

1. Surname and Full Given Names	Maiden Name (if applicable)	Relationship	
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth		
Complete Address	Date of Death (if applicable): _____ yyyy / mm / dd		







REQUEST FOR PROPOSALS NO. VPD20201105  
 PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
 PART C - FORM OF PROPOSAL

---

**EMPLOYMENT - PART I**

(Provide last 10 years of employment, starting with the most recent. If more space is required, use a separate sheet of paper and sign each sheet)

Were you dismissed or asked to resign from any position(s) listed below?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, give name of employer, supervisor, position title and date		
Employer: _____	; Supervisor: _____	;
Position Titles: _____		; Date: _____
		yyyy / mm / dd

Would your employment be jeopardized if your current supervisor, below, is contacted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the name of an alternate employment contact and telephone number	Contact: _____	Telephone No: (    )    -

1. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To Present
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (    )    -
2. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

---

Supervisor's full name and job title		Telephone No: (    )    -
3. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (    )    -
4. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (    )    -
6. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (    )    -
7. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART C - FORM OF PROPOSAL**

Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (    )    -
8. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: (    )    -

**EMPLOYMENT - PART II**

Please detail the history of your activities during periods of non-employment consisting of one month or more:

CHARACTER REFERENCES IN CANADA		
List three character references (non-family members) and one neighbourhood reference		
1. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (    )    -
2. Full Name (no initials)	Relationship	Period known

**REQUEST FOR PROPOSALS NO. VPD20201105  
 PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
 PART C - FORM OF PROPOSAL**

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Complete home address		Telephone No: (    )       -
3. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (    )       -
4. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: (    )       -

**AUTHORIZATION AND CERTIFICATION**

I authorize the Vancouver Police Department to use the information I have here provided, for verification and investigations for the purpose of making enhanced security clearance.

I hereby certify that the information set out by me in this document is true and correct to the best of my knowledge and belief.

Signature	Date _____ yyyy / mm / dd	Telephone (home): (    )       -	Telephone (business): (    )       -
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# SUPPLY AGREEMENT

BETWEEN:

<  **SUPPLIER NAME** >

AND:

**VANCOUVER POLICE BOARD**

RELATING TO <  >

DATED <  >

**SUPPLY AGREEMENT**

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART D - FORM OF AGREEMENT

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THIS AGREEMENT is made as of <[Date]>

BETWEEN:

<[Redacted] **SUPPLIER NAME**>, a <[Redacted] corporation> organized under the laws of <[Redacted]> and having an office at <[Redacted]>

(hereinafter referred to as the “Supplier”)

AND:

**VANCOUVER POLICE BOARD**  
3585 Gravelly Street  
Vancouver, British Columbia V5K 5J5

(hereinafter referred to as the “VPD”)

WHEREAS the Supplier is in the business of <[Redacted]>;

AND WHEREAS the VPD wishes to purchase <[Redacted]>, upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

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

- (a) **“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Parties;
- (b) **“Business Day”** means a day that is not a Saturday, a Sunday or a public holiday in Vancouver, British Columbia;
- (c) **“Competent Authority”** means:
  - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
  - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
  - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (d) **“Confidential Information”** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
  - (i) this Agreement; or
  - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party’s Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

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

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (v) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (vi) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (vii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (e) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required from any Competent Authority in connection with the Supply;
- (f) **"Delivery"** means the completion of delivery of a Product in accordance with Section 2.3;
- (g) **"Delivery Date"** means the delivery date, in respect of a particular Product, prescribed in Schedule C;
- (h) **"Delivery Location"** means the location specified in Section 2.1(b);
- (i) **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (j) **"Force Majeure"** means, exhaustively, any:
  - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - (iv) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
  - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (k) **"Group"** means:

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (i) in respect of the Supplier, the group constituted from time to time by:
  - (A) the Supplier;
  - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
  - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
- (ii) in respect of the VPD, the group constituted from time to time by:
  - (A) the VPD; and
  - (B) all bodies corporate directly or indirectly controlled by the VPD.
- (l) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (m) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials;
- (n) **“Parties”** means the VPD and the Supplier and **“Party”** means one of them or any of them, as the context requires;
- (o) **“Permitted Purpose”** has the meaning ascribed thereto in Section 6.1; **“Products”** means the products specified in Schedule A, and, where the context requires, particular such Products;
- (p) **“Proposal”** means the Supplier’s proposal dated <[redacted]>, submitted by the Supplier to the VPD in response to the RFP <[redacted]>;
- (q) **“Representative”** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (r) **“RFP”** means the VPD’s Request for Proposal number <[redacted]>;
- (s) **“Sales Tax”** has the meaning ascribed to such term in Section 7.1;
- (t) **“Specifications”** means, for each Product, the specifications and drawings therefor set forth in Schedule B;

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (u) **“Subcontractor”** means any person engaged by the Supplier to perform any part of the Supply;
- (v) **“Supply”** means the supply of Products by the Supplier to the VPD pursuant hereto;
- (w) **“Taxes”** means all taxes, fees, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
  - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee;
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law; and

## **1.2 Headings**

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

## **1.3 Extended Meanings**

In this Agreement:

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for “agreement” requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words “include”, “includes”, “including” and “included” shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context;
- (d) the rule of interpretation known as ejusdem generis shall not apply;
- (e) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (f) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (g) “control” when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

#### **1.4 Schedules**

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Products and Prices
Schedule B	Product Specifications
Schedule C	Time Schedule

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART D - FORM OF AGREEMENT**

---

**ARTICLE 2  
SUPPLY; GENERAL TERMS**

**2.1 Supply**

- (a) The Supplier shall supply, and the VPD shall purchase, such Products as are specified in Schedule A, in the quantities specified therein and at the prices specified therein, in accordance with this Agreement.
- (b) The Supplier shall deliver each product to:

ATTN: Richard Kwai  
Vancouver Police Department - Purchasing and Inventory Unit  
3585 Graveley Street  
Vancouver BC V5K 5J5
- (c) In connection with the Supply, the Supplier shall provide to the VPD, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.
- (d) The VPD may from time to time issue purchase orders to the Supplier in relation to the Supply, for administrative accounting purposes. These shall not have the effect of amending or waiving the application of any provision of this Agreement.

**2.2 Certain General Supply Requirements**

- (a) The Supplier shall manufacture, pack, transport and supply the Products (in each case to the extent applicable) in accordance with all:
  - (i) Product manufacturer recommendations and requirements;
  - (ii) generally accepted industry standards and practices; and
  - (iii) applicable Laws.
- (b) The Products supplied to the VPD by the Supplier under this agreement shall:
  - (i) be new;
  - (ii) conform to the Specifications;
  - (iii) be free from defects in design, material and workmanship and remain so for ~~60~~ months after Delivery; and
  - (iv) comply with all applicable Laws.
- (c) The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.
- (e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the VPD hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products supplied by the Supplier hereunder in favour of any third party and, at the request of the VPD, the Supplier must provide evidence that no such contract has been entered into.

### **2.3 Delivery Requirements**

- (a) The Supplier shall deliver each Product to the Delivery Location by the Applicable Delivery Date to the applicable Delivery Location by the applicable Delivery Date.
- (b) Delivery of a Product shall be complete on its delivery to 3585 Graveley Street, by \_\_\_\_\_ as well as its Acceptance by VPD in accordance with this section 2.3.
- (c) Within 20 days of receipt of the Product by the VPD (the "Acceptance Period"), and concurrently with providing the Training, the Supplier will demonstrate the functionality and reliability and other promised attributes of the Product to the VPD's reasonable satisfaction to establish that the Product, as delivered, meets or exceeds the Specifications and other requirements set out in this Agreement.
- (d) If during the Acceptance Period, VPD gives written notice of defects, the Supplier will full rectify such defects as quickly as possible (and the Acceptance Period will be extended until such time as the VPD confirms that the Product is accepted).
- (e) Following the expiry of the Acceptance Period (where the VPD does not give any written notice of defects) or following the receipt of VPD's notice that the Product is accepted (where the Product has defects and those have been rectified), the Product will be deemed to have achieved Acceptance.
- (f) If a Product is not delivered in accordance herewith by the specified Delivery Date, then, without limiting any other right or remedy the VPD may have under this Agreement or otherwise, the VPD may:
  - (i) refuse to take any subsequent attempted delivery of such Product;
  - (ii) obtain a substitute product from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the VPD in obtaining such substitute product; or
  - (iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Product by the Delivery Date,provided that the Supplier shall have no liability for any failure or delay in delivering the Product to the extent that such failure or delay is caused by the VPD's failure to comply with its obligations under this Agreement.
- (g) Each shipment of Products shall be accompanied by a delivery document from the Supplier showing the type and quantity of Products included in the shipment, and, in

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

the case of Products being delivered by instalments, the outstanding balance of Products remaining to be delivered.

- (h) If the Supplier requires the VPD to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant Products, and any such returns shall be at the Supplier's expense.
- (i) In respect of any Products that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

#### **2.4 Rejection of Defective Products**

- (a) The VPD shall not be deemed to have accepted any Product until it has had a reasonable time to inspect it following Delivery, or, in the case of a latent defect in the Product, until a reasonable time after the latent defect has become apparent.
- (b) If any Product delivered to the VPD does not comply with the Specifications, or is otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the VPD may have, the VPD may at any time reject that Product and:
  - (i) require the Supplier to remove the rejected Product from any VPD facility or work site at the Supplier's risk and expense within 7 Business Days of being requested to do so;
  - (ii) require the Supplier to repair or replace the rejected Product at the Supplier's risk and expense within 30 Business Days of being requested to do so;
  - (iii) require the Supplier to repay the price of the rejected Product in full (whether or not the VPD has previously required the Supplier to repair or replace the rejected Product); and
  - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of a Product not in conformity with the terms of this Agreement.
- (c) The VPD's rights and remedies under this Section 2.4 are in addition to the rights and remedies available to it under ARTICLE 4, ARTICLE 5 and applicable Laws.
- (d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 2.4(b).
- (e) If the Supplier fails to promptly repair or replace a rejected Product in accordance with clause 2.4(b), the VPD may, without affecting any of its other rights hereunder, obtain a substitute product from a third-party supplier, or have the rejected Product repaired by a third party, and the Supplier shall reimburse the VPD for the costs it incurs in doing so.

#### **2.5 Risk and Title**

- (a) The risk in Products delivered to the VPD hereunder shall pass to the VPD on Delivery.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (b) Title to Products delivered to the VPD hereunder shall pass to the VPD on Delivery. The Supplier shall deliver to the VPD any documentation, including a bill of sale, which the VPD may reasonably require to evidence the transfer of title in and to Products to the VPD, free and clear of all Encumbrances.

## **2.6 Certain Supplier Representations and Warranties**

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) Supplier is a <del></del> duly organized, validly existing and in good standing under the laws of <del></del> and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) <del></del>the Supplier has a valid VPD of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply>; <del></del>NTD: Delete if inapplicable.>
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products; and

the Supplier and the Supplier's personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Products in accordance with the terms of this Agreement.

## **2.7 Product Warranties**

- (a) All Products provided under the Agreement as part of the Supply shall be new and fully warranted for a period of <del></del> year[s] from the time of delivery to the VPD, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the VPD by a third-party manufacturer of any Product.
- (b) All Products provided under the Agreement shall be non-defective and fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.
- (a) If requested by the VPD, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in any Product.
- (d) The Supplier shall deliver to the VPD all such documentation as the VPD may require to evidence any warranty required by this Section 2.7 or to evidence the Supplier's compliance with this Section 2.7, and the Supplier shall assign all warranties, and do all

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

other things necessary, to ensure that the VPD receives the full benefit of each warranty or other covenant set forth in this Section 2.7.

- (e) All of the above provisions are in addition to, and not in lieu of, the warranty provisions set out in Schedule D of this Agreement.

**2.8 No Exclusivity**

- (a) This is not an exclusive supplier arrangement and the VPD is not bound to treat the Supplier as an exclusive supplier.
- (b) The VPD shall be entitled, in its sole discretion, to purchase products of the same type as, or similar to, the Products, from any supplier at any time.

**2.9 Absence of Conflicts of Interest**

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the VPD or any official, officer, employee or agent of the VPD any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the VPD, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the VPD. The VPD may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the VPD. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

**ARTICLE 3**  
**PAYMENT**

**3.1 Payment to the Supplier**

- (a) The Supplier shall be entitled to invoice the VPD for each Product on or at any time after Delivery.
- (b) Subject to ARTICLE 5, the VPD shall pay the Supplier in respect of each Product in accordance with Section 3.3, Schedule A and ARTICLE 7, following the receipt of an invoice relating to such Product prepared and delivered in accordance with Section 3.1(a), Section 3.2 and Section 3.3.
- (c) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

**3.2 Content of Invoices**

- (a) Each of the Supplier's invoices shall set out, at a minimum (and in such form or format as required by the VPD):
  - (i) the invoice date;
  - (ii) an itemized list of the amounts owing and details of any applicable taxes;
  - (iii) a description of the Products to which the invoice relates; and
  - (iv) the total amount payable under the invoice; and
  - (v) such other information as the VPD may require from time to time.

Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the VPD may accept or be deemed to accept such terms or conditions.

**3.3 Procedure for Invoices**

- (a) The Supplier shall address each of its invoices to the VPD, Attention: Accounts Payable, and email it to [ypdfinanceap@vpd.ca](mailto:ypdfinanceap@vpd.ca). The VPD shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The VPD shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The VPD expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the VPD to enable it to do so.

**3.4 Currency of Payment**

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

**3.5 Set Off**

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

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART D - FORM OF AGREEMENT**

---

**ARTICLE 4  
LIABILITY AND INSURANCE**

**4.1 Indemnification by the Supplier**

- (a) The Supplier shall indemnify and keep indemnified and hold the VPD and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:
  - (i) any loss or damage arising from a claim by any third party concerning or arising out of the Supply or the use of the Products, to the extent that such claim arises out of any negligence, willful misconduct or failure to adhere to this Agreement by the Supplier or any of its Representatives;
  - (ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Supply or the use of the Products, to the extent that such illness, injury or death is attributable to the acts or omissions of the Supplier or any of its Representatives or is attributable to a Product attribute, feature, defect or failure;
  - (iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;
  - (iv) any defect in any of the Products or any failure of any Product or any failure of any Product to meet reasonable safety standards or applicable safety requirements;
  - (v) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
  - (vi) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and
  - (vii) any breach of the warranties of the Supplier contained herein.
- (b) Nothing in this Section 4.1 or otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person.
- (c) The Supplier appoints the VPD as the trustee of the VPD's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 4.1 and the VPD accepts such appointment.

**4.2 Insurance**

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of two years afterwards:
  - (i) commercial general liability insurance with coverage of not less than \$2,000,000 per occurrence and at least \$2,000,000 in aggregate protecting the

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

Supplier and the Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Supplier or the actions of the Supplier or the Supplier's personnel. Limits can be met in combination of primary and excess coverages. The policy must contain a cross-liability clause in favour of the VPD, blanket contractual liability coverage, and name the VPD as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the VPD, and

- (ii) professional liability insurance with coverage of not less than \$2,000,000 per claim and at least \$2,000,000 in aggregate protecting the Supplier against damages to the extent caused by the negligent acts, errors or omissions of the Supplier or the Supplier's personnel in the performance of the Supply.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 4.2(a).
- (d) The cost of the insurances arising under this Section 4.2 shall be deemed to be incorporated into the prices specified in Schedule A.

As a condition precedent to any payment from the VPD to the Supplier under this Agreement, and as and when reasonably requested by the VPD, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the VPD, including by completing the VPD's standard reporting documents used for this purpose) that the insurances required by this Section 4.2 have been taken out and are being maintained.

**ARTICLE 5**  
**FORCE MAJEURE; TERMINATION**

**5.1 Force Majeure**

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.
- (c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 10 business days, the VPD may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period.

**5.2 Purchaser Termination Rights**

- (a) In addition to any other rights and remedies available to it, the VPD may terminate this Agreement with immediate effect (and thereby terminate its obligation to purchase any undelivered Products, without compensation to the Supplier) in the event of a material breach of this Agreement by the Supplier, provided that such breach has not been cured within thirty (30) days of written notification, by the VPD to the Supplier, of such breach.
- (b) The VPD may terminate this Agreement with immediate effect (and thereby terminate its obligation to purchase any undelivered Products, without compensation to the Supplier) if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

**5.3 Supplier Termination Rights**

- (a) After giving at least seven days' written notice to the VPD, the Supplier may terminate this Agreement when ninety (90) days after the due date for payment of an invoice issued by the Supplier to the VPD hereunder, it has not received payment of that part which has not by that time been contested in writing by the VPD; or
- (b) In addition to any other rights and remedies available to it, the Supplier may immediately terminate this Agreement in the event of a material breach of this Agreement by the VPD (other than a breach of the type referred to in Section 5.3(a) above), provided that such breach has not been cured within sixty (60) days of written notification, by the Supplier to the VPD, of such breach.
- (c) Any termination of this Agreement pursuant to this Section 5.3 shall be deemed to result in the termination of any obligation to sell or purchase any undelivered Products.

**5.4 Consequences of Termination**

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Section 2.6, ARTICLE 4, ARTICLE 6 and ARTICLE 8 shall remain in force.

**ARTICLE 6**  
**RIGHTS AND OBLIGATIONS CONCERNING INFORMATION**

**6.1 Freedom of Information and Protection of Privacy Act**

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

**6.2 No Promotion**

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

**6.3 Confidentiality Obligation**

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information, except for the purpose of exercising or performing its rights and obligations under this Agreement or making use of the Products (a "**Permitted Purpose**"), or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 6.

**6.4 Disclosure to Representatives**

A Party may disclose another Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 6.

**6.5 Disclosures Required by Law**

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

**6.6 Other Disclosures by the VPD**

The VPD's obligations under this ARTICLE 6 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 6, the VPD may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver VPD Council.

**ARTICLE 7  
TAXES**

**7.1 Taxes for Own Accounts**

Unless otherwise expressly stated in this ARTICLE 7, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the prices set forth in Schedule A include all such Taxes except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, “Sales Tax”) as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive or are intended to be inclusive of any particular Sales Tax.

**7.2 Withholding Taxes**

- (a) Notwithstanding any other provision to the contrary, if the VPD considers it necessary to satisfy its obligations under any Law relating to Taxes, the VPD may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 7.2(a) is paid by the VPD to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the VPD for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 7.2(a).
- (d) If the VPD does not withhold an amount under Section 7.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the VPD, upon request by the VPD.
- (e) The Supplier agrees that the VPD shall not be required to increase any payment to the Supplier by the amount withheld by the VPD under Section 7.2(a).

**ARTICLE 8  
DISPUTE RESOLUTION**

**8.1 Optional Procedure**

All claims, disputes or issues in dispute between the VPD and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

**8.2 Arbitration**

In the event that Parties agree to arbitration pursuant to Section 8.1:

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART D - FORM OF AGREEMENT**

---

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

**ARTICLE 9  
MISCELLANEOUS**

**9.1 Assignment**

- (a) The Supplier shall not assign this Agreement (including by operation of law) without the express prior written consent of the VPD.
- (b) If the Supplier is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 9.1(a).
- (c) No assignment permitted by the VPD shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the VPD.
- (d) The VPD may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

**9.2 Time of the Essence**

Time is of the essence of this Agreement.

**9.3 Costs**

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

**9.4 Benefit of this Agreement**

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 9.4(a) or Section 4.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the VPD and the Supplier.

**9.5 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms,

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

**9.6 Amendments and Waiver**

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

**9.7 Notices**

(a) Any demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to an authorized agent of a Party, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or an email reply effectively acknowledging delivery), addressed to a Party as follows:

(i) if to the Supplier:

<☒Supplier>  
<☒address>

Attention: <☒>  
Facsimile: <☒>  
Email: <☒>

(ii) if to the VPD:

**Vancouver Police Board**  
3585 Graveley Street  
Vancouver, BC V5K 5J5

Attention: Richard Kwai

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as provided elsewhere herein.

(b) Any demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 9.7(a) shall be conclusively deemed to have been given:

(i) if given by personal delivery, on the day of actual delivery thereof;

(ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

**REQUEST FOR PROPOSALS NO. VPD20201105**  
**PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT**  
**PART D - FORM OF AGREEMENT**

---

- (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

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

#### **9.8 Governing Law and Jurisdiction**

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
  - (i) as otherwise agreed by the Parties pursuant to ARTICLE 8; and
  - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 8 or any judgment of any court in the Province of British Columbia.

#### **9.9 Further Assurances**

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

#### **9.10 Severance**

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

#### **9.11 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

#### **9.12 Electronic Execution**

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

**REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART D - FORM OF AGREEMENT**

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[The remainder of this page is intentionally left blank.]

**9.13 Voluntary Agreement**

**THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.**

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

**<📄 SUPPLIER NAME >**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**VANCOUVER POLICE BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_

\_\_\_\_\_

REQUEST FOR PROPOSALS NO. VPD20201105  
 PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
 PART D - FORM OF AGREEMENT

---

SCHEDULE A -  
 PRODUCTS AND PRICES

ITEM	PRICE/UNIT <sup>(1)</sup>	QUANTITY	EXTENDED PRICE <sup>(1)</sup>
<Name 1>	\$< > per < > [unit type]>	\$< >	\$< >
<Name 2>	\$< > per < > [unit type]>	\$< >	\$< >
<Name 3>	\$< > per < > [unit type]>	\$< >	\$< >

< > (1) Prices are inclusive of all [GST and] PST. For purposes hereof, [“GST” refers to the tax payable under the Excise Tax Act (Canada) and ]“PST” refers to the tax payable by the VPD under the *Provincial Sales Tax Act* (British Columbia), [in each case] as a direct result of the sale of the Supply to the VPD hereunder. >

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART D - FORM OF AGREEMENT

---

SCHEDULE B -  
PRODUCT SPECIFICATIONS

<📄>To describe required product specifications for each Product, including any relevant functional, technical, compositional, operational, performance, quality or similar specifications relating to such Product. Attach drawings as necessary.>

ITEM	SPECIFICATIONS
<📄>Name 1>	<📄>Description 1.>
<📄>Name 2>	<📄>Description 2.>
<📄>Name 3>	<📄>Description 3.>

REQUEST FOR PROPOSALS NO. VPD20201105  
PHYSICAL REHABILITATION SERVICES FOR VANCOUVER POLICE DEPARTMENT  
PART D - FORM OF AGREEMENT

---

SCHEDULE C -  
TIME SCHEDULE

< Be certain to, at least, specify a Delivery Date for each Product here.>