



## REQUEST FOR PROPOSAL VPD/COV 09-01

### CONSULTING SERVICES FOR A FUNCTIONAL PROGRAMMING STUDY FOR VPD REPLACEMENT FACILITY OR FACILITIES

Proposals will be received by the Vancouver Police Department at the Public Information Counter, Ground Floor, 2120 Cambie Street, Vancouver, BC, V5Z 4N6 prior to 2.00 P.M. (Vancouver Time, as defined in Note 2 below) on January 30, 2009 (the "Closing Time").

### NOTES:

1. Proposals are to be in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the VPD Public Information Counter for this purpose.
3. The VPD Public Information Counter is open Monday - Friday 0800 to 1700 Vancouver Time and closed Saturdays, Sundays and Statutory holidays.
4. DO NOT SUBMIT BY FAX OR E-MAIL.

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

Sgt. Leslie Stevens  
Vancouver Police Department  
Planning, Research and Audit Section  
Tel: 604.717.2688, Fax: 604. 678.3765, email: [leslie.stevens@vpd.ca](mailto:leslie.stevens@vpd.ca)

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# PART A – INTRODUCTION

## 1.0 Overview

- 1.1. This Request for Proposal (“RFP”) identifies a business opportunity for the successful Proponent to provide consulting services for a functional programming study for the Police Department of the City of Vancouver and the Vancouver Police Board (collectively, the “VPD”) replacement facility or facilities.
- 1.2. The VPD is requesting proposals from interested consulting firms with expertise in functioning programming of institutional facilities, site analysis and conceptual cost estimating for funding justification.
- 1.3. Proponents are encouraged to pre-read this RFP and submit any questions relating to this RFP document to the contact person listed on the cover page prior to the deadline date for enquiries listed in Section 1.4.
- 1.4. Key dates to be noted:

Release of RFP	December 19, 2008
Deadline for Response Notification Form	January 10, 2009
Deadline for Enquiries	January 19, 2009
RFP Closing	January 30, 2009
Execution of Consultant Agreement	March 2009

## 2.0 Background

- 2.1. The VPD is comprised of three Divisions: an Operations Division, an Operations Support Division, and a Support Services Division. An organization chart can be found on the Vancouver Police Department website ([www.vpd.ca](http://www.vpd.ca)). The VPD is governed by the Vancouver Police Board.
- 2.2. The VPD currently has a total authorized strength of 1,327 officers and 392 civilians for a total strength of 1,718. The VPD has projected an increase of more than 250 employees by 2025.
- 2.3. The VPD is currently housed in three facilities: 2120 Cambie St. (86,000 s.f.), 312-324 Main St and the Cordova St. Annex (146,000 s.f.), and a function-specific building (65,000 s.f.). The VPD currently has approximately 587 vehicles.
- 2.4. Recent reviews of the three facilities have identified critical issues relating to the physical state of 2120 Cambie St. and 312 Main St. facilities. The 2120 Cambie St. facility, which is leased from the Insurance Corporation of British Columbia (ICBC) until January 2014, was designed for light office use and as such, does not meet the robust requirements for a 24 hour/365 day operation. The 312 Main St. complex is approximately 60 years old and is outdated, overcrowded, and has security and fire protection deficiencies. Neither facility meets the requirements for a post-disaster building. In addition, reviews have noted the insufficient parking for fleet and personal vehicles at the Cambie St. facility in particular.
- 2.5. In order to address the shortcomings of these facilities, the VPD has undertaken a phased facility replacement plan. The first phase, which is currently under construction, includes the relocation of the Dog Squad Kennel and construction of a Force Options Training Facility. The second phase, which was approved in the 2009-

2011 Capital Plan, will include an evidence and property storage facility, and a crime vehicle and storage area. This facility will be co-located adjacent to the training facility.

- 2.6. It is in this context that the VPD is seeking proposals from suitably qualified facility consultants to review prior reports regarding general physical assessments of all buildings, evaluate current and future space needs of the Department, and to prepare a detailed functional program and estimate of capital costs for a replacement headquarters facility and other facility(s) necessary to meet the forecasted of VPD.
- 2.7. The VPD will consider Proposals that meet either all or part of the requirements of this RFP.

### **3.0 Scope of Services**

The Scope of Services shall generally include the preparation of a functional program, block diagrams and conceptual estimates of the costs of a replacement office facility or facilities for the VPD, to a level suitable for project approval and funding allocation as set out in more detail in Section 4.0 of Part B. In addition, the functional program should develop options for future building sites that not only take into consideration the future functional needs of the Department, but also considers potential partnership arrangements that may allow for the development of a multi-use building with multiple stakeholders or tenants.

### **4.0 Requirements**

In support of the RFP objectives outlined above, the VPD has identified specific Requirements within Part A and B of this RFP to which the Proponent should offer its detailed solution(s).

### **5.0 Response Notification**

Proponents shall indicate whether or not they will be submitting a proposal prior to the Closing Time by e-mail to the attention of the contact person listed on the cover sheet by 5.00 p.m. on or prior to the date indicated in Part A - Section 1.4 for such submission utilizing the Response Notification Form (attached as Attachment C) and ensuring that they have signed and attached the Security Clearance and Non-Disclosure Agreement (attached as Attachment D). This will ensure that the Proponent receives subsequent information, including the Security Sensitive material and any Amendments or Questions & Answers pertaining to this RFP, if any.

## **PART B – INSTRUCTIONS TO PROPONENTS**

### **1.0 Administrative Requirements**

- 1.1. Prior to the deadline, please indicate whether or not you will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Attachment C) and confirm your agreement to the receipt of Security Sensitive material by concurrently completing, signing and returning the Security Clearance and Non-Disclosure Agreement (Attachment D).
- 1.2. The Proponent is to submit their Proposal in accordance with instructions identified on the cover page and provided within this Part B.

### **2.0 Conduct of RFP - Inquiries and Clarification**

- 2.1. The VPD, with the support of the COV's Business Planning Department, will have conduct of this RFP. All communications with regard to this RFP are to be directed in writing only and only to the contact person shown on the title page of this RFP.
- 2.2. It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, to the attention of the contact person shown on the title page, before the deadline as set out in Section 1.0 of Part A of this RFP. If required, responses to inquiries will be issued to all registered Proponents.

### **3.0 Closing Time**

- 3.1. The Closing Time will be the time and place shown on the title page. The VPD may or may not elect to extend the Closing Time.

### **4.0 Scope of Services by Consultant**

The Scope of Services to be provided by the Consultant shall include, but not necessarily be limited to, the following:

- 4.1. Meet with the Project Steering Committee to review Consultant's proposed methodology, deliverables and project schedule.
- 4.2. Work with and guide the Facilities Project Team in tasks which support the deliverables and project schedule.
- 4.3. Review existing studies, reports and existing capital plans relating to VPD's space requirements and the physical condition of facilities currently occupied by VPD.
- 4.4. Meet with VPD staff and review current and projected staffing levels and parking requirements over the next 30 years.
- 4.5. Prepare a detailed functional program (net, usable and gross areas) for VPD's accommodation needs over the next 30 years.
- 4.6. Meet with the COV's Director of Real Estate Services and identify potential available sites, including 312 Main St. site, that are to be considered in the study.
- 4.7. Prepare an assessment of the development site(s), including parking and vehicular access, zoning, development and operational challenges. Carry out informal discussions

with the COV's Planning Department with regard to these development issues, recognizing the regulatory process required for such development.

- 4.8. Prepare conceptual massing block diagrams, floor plans, and perspectives of an optimal development of the selected site. This analysis should be based on a "bold" development that will assist the VPD and COV in assessing conceptually the optimal development potential of the site and what other city or public uses are feasible in a joint development.
- 4.9. Prepare an order of magnitude estimate of cost of the proposed facility or facilities based on the functional program for the VPD, conceptual sketches, and historic square foot unit costs for such facilities. Costs are to be in current dollars and shall include hard and soft costs (design, regulatory, permits etc.). GST are not to be included.
- 4.10. Prepare draft reports from time to time for review and discussions with the VPD. The Consultant will be required to present findings to the Project Team and the Steering Committee at various times throughout the conduct of this study.
- 4.11. Prepare a conceptual implementation schedule.
- 4.12. Following approval of draft program, prepare study reports and other deliverables. Six bound and one loose copy in 8½ x 11 format are required.

## 5.0 Deliverables

The consultant will be required to provide the following reports and documents:

- 5.1. Report A. A detailed summary of the forecasted VPD functional program requirements for the next 30 years outlining the results of Items 4.3 to 4.5 above.
- 5.2. Report B. A summary of the options considered, the results of the site analysis and a recommendation on the most suitable option arising from Items 4.6 and 4.7.
- 5.3. Conceptual massing, block diagrams and floor plans for one or more of the options as directed by the Project Team.
- 5.4. An order of magnitude (conceptual) estimate of the recommended option(s) including all design, construction, soft costs and contingencies.
- 5.5. A conceptual implementation schedule from design to occupancy for the recommended option(s).

## 6.0 Resources Available to Consultant

VPD will make available to the Consultant the following:

- 6.1. A Project Team made up of a police Sergeant, and up to five civilian advisors and analysts from the VPD's Planning, Research & Audit Section and staff from the COV's Business Planning and Services Group, as required, for tasks which support the deliverables and project schedule.
- 6.2. Floor plans of existing facilities.
- 6.3. VPD 2003 Facilities Requirements Study.
- 6.4. cursory physical plant assessment, including 1990 walk through seismic evaluation of 312 Main St. and Annex buildings.

- 6.5. Functional program (2006) for forensic storage and laboratory facility.
- 6.6. VPD's Operational Plan.
- 6.7. VPD transition plan.
- 6.8. VPD Executive Vision for future police facility.

## **7.0 Contract Requirement - Professional Services Agreement**

- 7.1. The successful Proponent will be required to enter into a Contract with the VPD substantially in the form set out in the Professional Services Agreement in Attachment B. Proponents should carefully review Attachment B and ensure that they can comply with all of the terms including the enhanced security check/clearance, insurance and Workers Compensation Board requirements.
- 7.2. If any of the terms of this RFP, including the Professional Services Agreement, are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in Schedule H- Deviations and Variations. While the VPD is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the VPD.

## **8.0 Pricing**

- 8.1. Prices quoted are to be exclusive of GST.
- 8.2. Pricing will be firm for the term of the Contract.
- 8.3. Prices are to be in Canadian Dollars.
- 8.4. The budget (fees and disbursements) available for this phase of the study is not to exceed \$125,000.

## **9.0 Consortium Proposals**

- 9.1. The VPD will not consider a proposal from two or more persons or companies having no formal corporate links. This does not preclude a proponent from entering into separate contracts with other sub-consultants for specialized consulting services associated with the work.

## **10.0 Submission of Proposal**

- 10.1. Proponents are to submit three (3) copies of their Proposal, bound, including all accompanying schedules and appendices in a sealed envelope marked with the Proponent's name and the RFP title, prior to the Closing Time. Standard or "boiler plate" information shall be bound separately.
- 10.2. Proposals received after the Closing Time or in locations other than the address indicated on the title page may or may not be accepted.
- 10.3. Proposals may be withdrawn at any time by written and signed notification.

## **11.0 Form of Proposal**

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

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

**Table of Contents:** Page numbers should be indicated.

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

**Proposal Form:** The Proponent will complete and sign the Proposal Form and attached Attachment A - *Legal Terms and Conditions* included in this RFP in accordance with the instructions.

**Required Documents (WCB/Insurance):** Pursuant to Section 1.0 of Proposal Form, the Proponent is to attach proof of WCB registration, completed Certificate of Existing Insurance form attached herein as Attachment E, along with an Undertaking of Insurer attached hereto at Attachment F, confirming that the Proponent's insurer has agreed to provide the Proponent with the required insurance should the Proponent be awarded the contract.

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

Schedule A - Scope of Services (Proponent is to re-iterate Service Descriptions set out in Parts A and B of this RFP as modified to incorporate its specific value-added components, noting that this description would form Schedule A to the Professional Services Agreement in the event that the VPD selected the Proponent to conclude a Contract with the VPD.)

Schedule B - Contract Price/Consulting Fee Proposal - including breakdown of fees and disbursements for each component of the Services, hourly rates for all key personnel, and expressly linking each set of fees and disbursements to the deliverables noted in Schedule A above. Fees and Disbursements are to be on a time & materials basis with a maximum upset price as further set out in Attachment B Professional Services Agreement.

Schedule C - Proponent's and, if applicable, sub-consultants' profiles and resumes.

Schedule D - Project Team, including names of sub-consultants, if any, names of key personnel to be assigned to the Study and their respective roles. **Schedule D must also include which staff members assigned to receive the Security Sensitive Materials and/or perform the Services will have the "Enhanced Reliability" security clearance required to view such data and work at some of the VPD's sites, without a security cleared escort (e.g., at VPD facilities and E-Comm).**



Schedule E - Examples of relevant project experience, including time completed, names and contact numbers of client references.

Schedule F - Proposed Methodology.

Schedule G - Conceptual Project Schedule in bar chart form.

Schedule H - Deviations and Variations.

Schedule I - Proponent's standard literature, brochures, boiler plate information, if any (bound separately).

## **12.0 Conflict of Interest**

- 12.1. Proponents are to ensure that any or all conflicts of interest or potential conflicts of interest and any and all collusion or appearance of collusion is fully and properly disclosed in their Proposal.
- 12.2. Failure to disclose this information may result in the rejection of the Proposal.
- 12.3. If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly to any officer, employee, agent or elected official of the VPD or the COV with respect to the Proposal, whether before or after the submission of the proposal, the COV will automatically disqualify such Proponent.

## **13.0 Opening of Proposals**

- 13.1. The VPD reserves the right to open all Proposals in a manner and the time and place determined by the VPD. Proposals will not be opened in public.
- 13.2. The VPD may elect to short list at least three (3) Proponents for interviews by members of the Project Steering Committee and the Project Team.

## **14.0 Evaluation of Proposals**

Proposals will be evaluated on the overall best value to the VPD and the COV based on a weighted value of the following, including, but not necessarily limited to:

- 14.1. Compliance with the requirements of the RFP.
- 14.2. Firm experience.
- 14.3. Project team.
- 14.4. Methodology.
- 14.5. Project management.
- 14.6. Fee.
- 14.7. Interviews.
- 14.8. The ability of the proponent(s) to comply with the insurance requirements specified in Attachment B, Section 21.
- 14.9. Successful clearance of security requirements.

## **15.0 Deviation from Requirements**

- 15.1. Any deviation from the conditions specified in this RFP should be clearly stated in the Proposal within Schedule H - Deviations and Variations. The VPD will be the sole judge

as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's proposal, the VPD will assume that the Proponent is proposing full compliance with the conditions of this RFP.

## **16.0 Proposal Approval**

- 16.1 Proposal approval is contingent on the Proposal being approved by the VPD's Chief Constable, the COV's General Manager of Business Planning and Services, and the COV's Director of Legal Services. Only then may the successful Proponent and the VPD proceed to settle, draft and sign the Contract.
- 16.2 The VPD will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.
- 16.3 The VPD is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

## **17.0 Freedom of Information and Protection of Privacy Act**

- 17.1. Proponents should note that the VPD is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligation on the VPD's consultants to protect all personal information acquired from the VPD in the course of providing any service to the VPD.

## **18.0 Confidentiality**

- 18.1. Proponents should note that upon submitting their Proposal, they will be legally bound to certain confidentiality obligations not to disclose any VPD information without prior written consent.
- 18.2. This RFP is the property of the VPD. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the VPD's prior written consent.
- 18.3. Once presented, the VPD and COV retain ownership of all materials relating to the Proposal.

## **19.0 Advertising**

- 19.1. The approval of any Proposal and the signing of a Contract does not permit a Proponent to advertise or promote its relationship with the COV or VPD in any way without VPD's prior written authorization.

## **PART C – SPECIAL CONDITIONS**

### **1.0 Additional Evaluation Criteria**

In addition to the evaluation criteria set out in Part B of this RFP, the ability to meet "enhanced security clearance" requirements to work at VPD and E-Comm sites will be a key criterion.

### **2.0 Security-Sensitive Materials**

- 2.1. Proponents may need to review certain classified material relating to the VPD's facilities infrastructure in order to finalize Proposals.
- 2.2. The procedure for the release of security-sensitive materials ("SSM") is as follows:
  - 2.2.i. this RFP (without any SSM) is initially released;
  - 2.2.ii. upon submitting a **Response Notification Form [Attachment C]** and a **duly completed and signed Security Clearance and Non-Disclosure Agreement [Attachment D]**, the VPD will conduct a basic review of the Proponent; and
  - 2.2.iii. the VPD will issue a CD-ROM of SSM to the Proponent after such review is complete (note that SSM will be released in-person only), and any Proponent receiving SSM from the VPD will be required to sign an acknowledgement of receipt re-confirming its prior agreement to the terms and conditions of the **Security Clearance and Non-Disclosure Agreement [Attachment D]**.
- 2.3. The release of SSM to any Proponent will be governed by the non-disclosure terms and conditions of the **Security Clearance and Non-Disclosure Agreement [Attachment D]**. Proponents are advised to carefully review those terms and conditions.

# PART D – PROPOSAL FORM

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

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

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

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

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

*Attach additional pages immediately behind this page for Sub-Consultants, if applicable.*

To the Vancouver Police Department,  
 Attention: Sgt. Leslie Stevens, Planning, Research & Audit Section

The Proponent, having carefully examined and read the RFP, including this Proposal Form and all of its Attachments and Schedules, now submits the following Proposal:

## 1.0 Required Documents

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

Description	Required	Received
Certificate of Existing Insurance (in form attached as Attachment E)	Yes	
Undertaking of Insurer (in form attached as Attachment F)	Yes	
Proof of WCB Registration	Yes	

## 2.0 Compliance

By initialling each item, the Proponent acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and has provided an explanation of where it does not comply with the Requirements. If additional space is required, detail deviations and/or suggested amendments in Schedule H - Deviations and Variations.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part B</u> Instructions to Proponents			

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part C</u> Special Conditions			
<u>Part D</u> Proposal Form			
<u>Attachment A</u> Legal Terms and Conditions			
<u>Attachment B</u> Professional Services Agreement			

### 3.0 Required Proposal Documents

- 3.1 By initialling each item, the Proponent confirms it has completed and enclosed the required forms or Schedules and any required addenda in its Proposal and has identified any deviations or items of non-compliance providing an explanation of where it does not comply. If additional space is required, detail deviations and/or suggested amendments in Schedule H - Deviations and Variations.

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>Part D</u> Proposal Form		
<u>Part D - Attachment A</u> , Legal Terms and Conditions		
<u>Part D - Required Documents</u> (WCB, Existing Insurance, Undertaking of Insurer)		
<u>Schedule A</u> Scope of Services		
<u>Schedule B</u> Pricing		
<u>Schedule C</u> Proponent's and Sub-Consultants' Profiles and Resumes		
<u>Schedule D</u> Project Team/Sub-consultants		
<u>Schedule E</u> <u>Relevant Project Experience</u>		

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>Schedule F</u> <u>Proposed Methodology</u>		
<u>Schedule G</u> <u>Conceptual Project</u> <u>Schedule</u>		
<u>Schedule H</u> Deviations and Variations		
<u>Schedule I</u> <u>Proponent's Brochures and</u> <u>Boiler Plate Information</u>		

**3.0 Proponent's Declaration and Acknowledgment**

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

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

\_\_\_\_\_

Authorized Signatory for the Proponent Date

\_\_\_\_\_

Name and Title (*please print*)

## Attachment A: Legal Terms and Conditions

### 1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

#### 1.1 Application of these Terms and Conditions

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

#### 1.2 Definitions

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

- a) "VPD" means the City of Vancouver, as represented by its Vancouver Police Department and Business Planning & Services Department, as well as the Vancouver Police Board.
- b) "Contract" means any legal agreement between the VPD and Proponent separate from this Attachment A, including the Professional Services Agreement [Attachment A].
- c) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the VPD by the Proponent, and "proposal" means any proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.
- d) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- e) "Losses" means in respect of any matter all
  - i) direct or indirect, as well as
  - ii) consequential,  
  
claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- f) "RFP" means the documents issued by the VPD as Request for Proposal No. VPD/COV 09-01, including all addenda.
- g) "Sub-Consultants" includes any or all third parties listed in the Proposal.

## 2.0 GENERAL TERMS AND CONDITIONS OF RFP/PROPOSAL PROCESS

### 2.1 No Legal Obligation Assumed by VPD

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

### 2.2 Legal Rights and Obligations Suspended

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

#### a) No Duty

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

#### b) Proponent's Risk

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

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

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

#### c) Proponent's Cost

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



### 3.0 EVALUATION OF PROPOSALS

#### 3.1 Compliance/Non-Compliance

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

#### 3.2 Reservation of Complete Control Over Process

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

#### 3.3 Discussions/Negotiations

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

### 4.0 PROTECTION OF THE VPD AGAINST LAWSUITS

#### 4.1 Release

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

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

- i) reviews, considers, evaluates or negotiates any Proposal,
  - ii) deals with or fails to deal with any Proposal or Proposals, or
  - iii) decides to enter into a Contract or not enter into any Contract;
- f) the Proponent(s), if any, with whom the VPD enters a Contract.

#### 4.2 Indemnity

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

- a) any alleged (or judicially imposed) breach by the 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 or Proposal process 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 this RFP or Proposal process, or
- c) liability on any other basis related to this RFP or the Proposal process.

#### 4.3 Limitation

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

#### 4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the VPD breaches a Contract, Section 4.3 - *Limitation*, Section 4.4 -

*Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, 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 Chief Constable.
- b) This Section 4.0 - Protection of the VPD from Lawsuits will:
  - i) bind the VPD, Proponent and the arbitrator; and
  - ii) survive any and all awards made by the arbitrator.
- c) The Proponent will bear all costs of the arbitration.

## 5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

### 5.1 Proposal Documents Remain/Proposal Becomes - VPD's Property

- (a) All RFP packages and addenda provided to the Proponent by the VPD remain the property of the VPD and must be returned to the VPD upon request.
- (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.

### 5.2 Proponent's Submission Confidential

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

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

### 5.3 All VPD Data/Information is Confidential

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

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

### 5.4 Disclosure Requires Prior Consent

The Proponent may not divulge any information respecting the Proposal process to any third party without the prior written consent of the VPD, which consent may be arbitrarily withheld unless it is information which the VPD has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

## 5.5 Declaration of Confidentiality

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

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

## 6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION/LOOBYIST STATUS

### 6.1 Declaration as to no Conflict of Interest in RFP Process

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

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

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

### 6.2 Declaration as to Lobbyist Status

The Proponent now confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed Sub-Consultant is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above]*

### 6.3 Declaration as to Collusion

THE PROPONENT NOW CONFIRMS AND WARRANTS THAT:

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

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

### 7.0 NO PROMOTION OF RELATIONSHIP

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

### 8.0 SECURITY CHECKS

- 8.1 The Proponent ratifies, affirms and acknowledges its agreement to and continuing obligations under the Response Notification Form [Attachment C] and Security Clearance and Non-Disclosure Agreement [Attachment D].

### 9.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

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

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

### ***Schedule A – Scope of Services***

Proponent is to re-iterate Service Descriptions set out in Parts A and B of this RFP as modified to incorporate its specific value-added components, noting that this description would form Schedule A to the Professional Services Agreement in the event that the VPD selected the Proponent to conclude a Contract with the VPD.

**Schedule B – Contract Price/Proposal Fee Structure**

**1.0 INSTRUCTIONS**

- 1.1 The Proponent shall complete a fee schedule and task/cost schedule that includes the following components:
  - a) Hourly charge-out rate for each team member, including all sub-consultants identified in Schedule D - Project Team/Sub-consultants.
  - b) Estimated time in hours dedicated to each activity in the work program for each member.
  - c) Disbursements and reimbursables shall be listed separately from the Pricing Table.
  - d) Proponents are to copy and customize the below Pricing Table for inclusion in their RFP submission.

Estimated Price					
Work Task/Phase	Team Members	Activity/Role	Estimated Hours	Hourly Rate	Deliverables

***Schedule C - Proponent's and Sub-Consultants' Profiles and Resumes***

Proponent's and, if applicable, sub-consultants' profiles and resumes.



### **Schedule D - Project Team/Sub-consultants**

Project Team, including names of Sub-consultants, if any, names of key personnel to be assigned to the Study and their respective roles. Schedule D must also include which staff members assigned to receive the Security Sensitive Materials and/or perform the Services will have the "Enhanced Reliability" security clearance required to view such data and work at some of the VPD's sites, without a security cleared escort (e.g., at VPD facilities and E-Comm).

#### **D.1 Project Team Table**

The Project Team members shown below are the individuals that the Proponent proposes to use to carry out the Requirements. The VPD expects that the Proponent will engage the listed Project Team members and no others in their stead, without prior written authorization of the VPD. (For contractual requirements, Proponents should note Section 5.4 - *Key Personnel* of the Professional Services Agreement.)

Individual Name of Key Personnel	Area of Responsibility	Security Clearance Description, including whether or not person will receive Security Sensitive Material, and/or have Enhanced Reliability Security Clearance

#### **D.2 Sub-Consultants Table**

The Sub-consultants shown below are the Sub-consultants that the Proponent proposes to use to carry out the Requirements. The VPD expects that the Proponent will engage the listed Sub-consultants and no others in their stead, without prior written authorization of the VPD. (For contractual requirements, Proponents should note Sections 14.0 - 17.0 of the Professional Services Agreement.)

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

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility	Individual Names of Personnel and Security Clearance Description (if applicable)

***Schedule E - Relevant Project Experience***

Examples of relevant project experience, including time completed, names and contact numbers of client references.

***Schedule F - Proposed Methodology***

**Schedule G - Conceptual Project Schedule**

Conceptual project schedule in bar chart form.

**Schedule H - Deviations and Variations**

***Schedule I – Proponent’s Brochures and Boiler Plate Information***

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## Attachment B: Professional Services Agreement

THIS AGREEMENT dated \_\_\_\_\_, 2008

BETWEEN:

CITY OF VANCOUVER, a municipal corporation continued pursuant to the *Vancouver Charter* and VANCOUVER POLICE BOARD, a police board constituted pursuant to the *Police Act* as represented by the Vancouver Police Department, and having an office at [\_\_\_\_\_], Vancouver, British Columbia V5Y 1V4.

(the "VPD")

AND:

[INSERT SUCCESSFUL PROPONENT'S NAME], a corporation incorporated pursuant to the [\_\_\_\_\_] (Incorporation Number \_\_\_\_\_) and having an office at Suite [\_\_\_\_\_], [\_\_\_\_\_] Street, [\_\_\_\_\_]

(the "Consultant")

BACKGROUND:

- A. Pursuant to the Request for Proposals, No. PS08090 (the "RFP") the VPD invited proposals from qualified Proponents for CONSULTING SERVICES FOR A FUNCTIONAL PROGRAMMING STUDY FOR VPD REPLACEMENT FACILITY OR FACILITIES that meet the Requirements as set out in the RFP;
- B. In response to the RFP the Consultant submitted its RFP Proposal on [\_\_\_\_\_, 2009] to perform the Requirements on the terms and conditions of the RFP as supplemented by the RFP Proposal;
- C. After evaluating the Consultant's and other proponents' proposals, the VPD entered into negotiations with the Consultant for a legal agreement based on both the RFP and the RFP Proposal and on such other terms and conditions considered acceptable to the VPD and the Consultant; and
- D. The VPD and the Consultant have now completed those negotiations and have agreed to the following terms and conditions.

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



## 1.0 Definitions and Interpretation

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

"Agreement" means this agreement as set out in the Contract Documents comprised of this Form of Agreement and attachments;

"Certificate of Insurance" means a certificate of the type attached as Schedule E - *Certificate of Insurance Form*; [Note: Attach the two types of certificate attached to RFP as Attachment G and Attachment H]

"VPD" has the meaning set out on the first page of this Agreement;

"VPD's Personnel" means the VPD's and the VPD's contractors' directors, officials, officers, employees, agents, licensees and invitees and includes where the context permits, the Vancouver Police Board, Vancouver Public Library Board, Vancouver Board of Parks and Recreation, and all officials, officers, employees and other agents of same;

"VPD's Project Manager" means the VPD's employee or representative (or any replacement or delegate of that person) who is authorized in writing to deal with the Consultant on behalf of the VPD in connection with the Services or to make decisions in connection with this Agreement;

"VPD Security Clearance" means the security clearance level required by the Vancouver Police Department or the City of Vancouver in respect to third party personnel who require access to security sensitive information, equipment, or areas in order to carry out services for the City;

"Contract Documents" has the meaning set out in Section 2.0 - *Contract Documents*;

"Contract Price" has the meaning set out in Section 6.0 - Price;

"Consultant" means the entity defined as such on the front page of the Contract Documents;

"Consultant's Personnel" means the Consultant's and the Sub-Consultants' directors, officials, officers, employees, agents, licensees and invitees;

"Consultant's Project Manager" is the Consultant's employee or representative who has the overall responsibility for the successful planning and execution of the Services and who is authorized to deal with the VPD on behalf of the Consultant in connection with the Services or to make decisions in connection with this Agreement;

"Contemplated Change Notice/Change Order" means a change order in the form attached as Schedule F hereto;

"Deliverable" means the Services completion/payment milestones specifically identified as such in Schedule B - Contract Price;

"Effective Date" means the date on which this Agreement takes legal force and effect and is the date set out on the first page of these Contract Documents;

"GST" means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy in force from time-to-time;

"Losses" means all

- (a) direct and indirect, as well as
- (b) 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).

“Materials” has the meaning set out in Section 11.1.

“Professional Standard” means the highest of the standard:

- (i) imposed by law,
- (ii) prescribed by the professional and regulatory bodies in the applicable profession, field or discipline,
- (iii) equal to that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered,
- (iv) necessary to meet the Project Schedule and other deadlines set out in the Contract Documents, or as reasonably specified from time to time by the VPD, and
- (v) imposed by the Requirements.

“Project Schedule” means the schedule attached in Schedule C; [Note: To be attached utilizing the flow chart or Gantt chart submitted by the successful Proponent as part of Schedule A - *Requirements* of its Proposal.]

“Proprietary Information” has the meaning set out in Section 12.0 - *Confidential and Proprietary Information*;

“PST” means the provincial sales tax administered under the *Social Services Tax Act* (British Columbia) and any successor tax or levy in force from time-to-time;

“Requirements” means all the requirements set out in the RFP as supplemented by the RFP Proposal and the Contract Documents that the Consultant must perform;

“RFP” means the VPD’s Request for Proposals No. VPD/COV 09-01, including all addenda, Q&A, and related documents issued by the VPD pursuant to the RFP;

“RFP Proposal” means the proposal submitted in response to the RFP by the Consultant, including all written clarifications subsequently submitted to the VPD;

“Services” means the services set out in Schedule A; [Note: To be attached utilizing the applicable portions of Schedule A - *Requirements* from the successful Proponent’s Proposal.]

“Sub-Consultant” means the independent consultants, agents, associates, subcontractors and other third parties retained by the Consultant to assist in the performance of the Services;

"Unavoidable Delay" has the meaning set out in Section 9.0 - *Unavoidable Delay*;  
"WorkSafeBC" means the Workers Compensation Board (British Columbia) an entity created pursuant to the WorkSafeBC Regulations;

"WorkSafeBC Regulations" means the *Workers Compensation Act* (British Columbia) including all regulations and directives enacted or issued from time to time pursuant to that Act, all as amended or replaced from time to time.

1.2 Headings The headings appearing in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any provision.

1.3 RFP Defined Terms All other terms not defined above will have the meanings given to them in the RFP.

## 2.0 Contract Documents

The terms and conditions of the Contract Documents, whether or not actually attached to this Form of Agreement will govern the terms of this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within these Contract Documents, the provisions of the Contract Documents will take precedence and govern in the following priority:

- (a) this Agreement, excluding the attached *Schedules A to F*;
- (b) Schedule A - *Services*;
- (c) Schedule B - *Contract Price*;
- (d) Schedule C - *Project Schedule*
- (e) Schedule D - *Sub-Consultants*;
- (f) Schedule E - *Certificate of Insurance Form (Attachment G and H from RFP)*;
- (g) Schedule F - *Contemplated Change Order Form*;
- (h) Part C of the RFP- *Special Conditions*,
- (i) any Addenda to the RFP issued by the VPD;
- (j) the Consultant's RFP Proposal;
- (k) those parts of the RFP not referenced above.

## 3.0 Notices

### 3.1 Notices

Any notice required to be given under this Agreement will be given in writing and delivered, faxed or e-mailed to the VPD's Project Manager or Consultant's Project Manager, as applicable, or such other person, position, address as one party may advise the other from time to time or at any time, and any notice given in accordance with this or any other more specific provision of this Agreement will be deemed to be received as of the first Business Day following:

- (a) delivery if sent by courier to the civic address, or
- (b) transmission, if sent by fax or e-mail transmission

(except where, in the case of e-mail, the recipient's computer notifies the sender that the recipient is absent - e.g. the "auto-reply" feature has been activated or where with a fax transmission, the sender's fax machine notifies the sender that none or only part of the pages were successfully transmitted).

Only where expressly authorized by this Agreement may notice be given verbally or by telephone.

### 3.2 Notice of Actions against Consultant

The Consultant will notify the VPD immediately upon the written threat or commencement of any actions brought against the Consultant or any Sub-Consultants, the outcome of which may affect the rights of the VPD, or the ability of the Consultant to comply with its obligations under this Agreement.

## 4.0 Conduct of the Agreement

### 4.1 The VPD's Project Manager For the purposes of this Agreement, the VPD designates as its Project Manager:

[\_\_\_\_\_] , [Name/Title]  
[Address] , Vancouver BC  
Telephone: [\_\_\_\_\_]   
Fax: [\_\_\_\_\_]   
E-mail: [\_\_\_\_\_] . [\_\_\_\_\_]@vancouver.ca

### 4.2 The Consultant's Project Manager For the purposes of this Agreement, the Consultant designates as its Project Manager:

[\_\_\_\_\_] , P.Eng  
[\_\_\_\_\_]   
[\_\_\_\_\_]   
Telephone: [\_\_\_\_\_]   
Fax: [\_\_\_\_\_]   
E-mail: [\_\_\_\_\_]

## 5.0 Services of Consultant

### 5.1 Provide Services

The Consultant will perform the Services for the VPD at the times and in the manner reasonably requested from time to time by the VPD, all in accordance with the Requirements and all such other services and work as are necessary for or incidental to the Requirements including supplying all labour, supervision, management, overhead, materials, supplies, and all other things necessary for or incidental to the Requirements.

### 5.2 Requirements - Professional Standard

The Consultant will perform the Services to a Professional Standard.

### 5.3 Requirements - Interpretation

The Requirements have been prepared and agreed upon to describe in general terms the VPD's requirements and the performance criteria that the Services must satisfy. However, despite Section 2.0 - *Contract Documents*, where there is an inconsistency between one part of the Requirements and any other part of the Requirements or between any other terms of the Contract Documents which could be construed as creating an ambiguity in the amount of work involved, the cost or amount of the Service to be supplied, the Contract Price being lower or higher, or any other similar

discrepancy or inconsistency, the discrepancy or conflict will be resolved as follows: The portion or term of the Contract Documents most favourable to the VPD will be deemed to be correct.

#### 5.4 Key Personnel

The Consultant will furnish all personnel required to perform the Services, and all such personnel will be competent and qualified to perform the Services. Where specific personnel have been proposed by the Consultant for the performance of the Services, and have been accepted by the VPD, such personnel will not be replaced with other personnel without the prior written consent of the VPD, such consent not to be unreasonably withheld where the Consultant must use a replacement by reason of injury, death, pregnancy, retirement, or cessation of employment, but which consent may be arbitrarily withheld when the replacement is required in order to permit the key personnel to service other customers of the Consultant.

The parties now confirm and agree that the key personnel listed out in Section D.1 - Schedule D - *Project Team/Sub-consultants* of the RFP Proposal have been accepted by the VPD and may only be replaced in accordance with this Section.

### 6.0 Contract Price

#### 6.1 Maximum Fees and Disbursements - Contract Price

This Agreement is a "time and materials" contract subject to an upset price maximum. Accordingly, despite any other term of this Agreement (except for Section 10.0 - *Changes in Requirements*), the maximum fees and expenses payable by the VPD to the Consultant for the Services is \$[\_\_\_\_\_]CDN (the "Contract Price") as set out in Schedule B - *Contract Price*.

#### 6.2 Hourly Rates/Unit Rates Fixed

All hourly rates and unit rates set out in this Agreement will remain fixed until the completion of the Services and may not be increased by the Consultant for any reason.

#### 6.3 Basis of Payment - "Time and Materials" Contract

In consideration of the Services performed by the Consultant to the satisfaction of the VPD and in strict conformity with the terms of this Agreement, the VPD will pay the Consultant the fees and expenses set out in this Agreement, plus the GST and PST as applicable.

##### 6.3.1 Time and Materials

Subject to the other terms of this Agreement, payment to the Consultant will be based on:

- (a) hours worked by the Consultant's Personnel in providing the Services multiplied by the applicable hourly charge-out rate for that personnel as set out in Schedule B - *Contract Price*, and
- (b) the direct out-of-pocket expenses necessarily incurred in providing the Services and expressly permitted to be charged separately under this Agreement.

### 6.3.2 Deliverable Price is Maximum

Despite anything to the contrary in this Agreement (except Section 10.0 - *Changes in Requirements*), the maximum fees and disbursements to be paid by the VPD to the Consultant for each Deliverable will not exceed the amounts set out in Schedule B - *Contract Price* for that Deliverable and accordingly:

- (a) where the aggregate of the time and materials utilized by the Consultant to deliver each Deliverable is less than the maximum amounts set out in Schedule B - *Contract Price*, the VPD will only pay for the aggregate of the time and materials at the hourly rates for fees and the unit rates for expenses; and
- (b) where the aggregate of the time and materials utilized by the Consultant to deliver each Deliverable exceeds the maximum amounts set out in Schedule B - *Contract Price* for that Deliverable, the VPD will only pay the maximum fees and disbursements amount set out for that Deliverable in Schedule B - *Contract Price*.
- (c) the Consultant will only invoice for and the VPD will only be obligated to pay a maximum of 90% of the maximum amounts set out in Schedule B - *Contract Price* for each Deliverable, with the remaining 10% being a performance security holdback retained by the VPD and which the VPD will be obligated to pay once all Deliverables have been completed and accepted by the VPD's Project Manager.

### 6.4 Services Obligations Included in Contract Price

The Contract Price and maximum amounts on fees and disbursements as set out in Schedule B - *Contract Price* will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

### 6.5 Permitted Expenses

Subject to the maximum liability of the VPD under Schedule B - *Contract Price*, expenses for which the VPD will reimburse the Consultant will be limited to the following:

- (a) Transportation costs, including travel time, for any of the Consultant's Personnel to travel to meetings requested by the VPD at locations other than the Consultant's offices or the VPD's premises within the City of Vancouver is not to exceed \$0.41 per kilometre to a maximum of 10 kilometres one way. No hourly rates may be charged for travel time and no accommodation, food or other travel related expenses will be reimbursable.
- (b) Long distance telephone calls.
- (c) Photocopies to a maximum of \$0.20 per page.
- (d) Delivery of drawings, specifications or correspondence by courier, where this method of delivery has been requested by the VPD.

- (e) Provision of office space and related services at a job site (but only if first approved in writing by the VPD) where the Consultant's Personnel are performing management, inspection, construction supervision, administration or other field services as part of the Services.
- (f) Sub-Consultant fees and disbursements for drilling and soil sampling or other work, if first approved in writing by the VPD, which are required for the Consultant to carry out the Services.

Reimbursement of these expenses by the VPD will be at actual cost without any addition for overhead or profit.

All other expenses not listed above are now deemed to be expressly included in the Consultant's fees.

If the Consultant has engaged Sub-Consultant(s), then the Consultant will make full payment to those Sub-Consultant(s) for work performed in relation to the Services.

#### **6.6 Sub-Consultant Services All-Inclusive Unless Change Order**

Where the VPD and Consultant have expressly stated in Schedule B - *Contract Price* (or by Change Order) that certain Services to be performed by a Sub-Consultant are to be paid for separately from the other Services, the VPD will reimburse the Consultant for payments made to such Sub-Consultant(s) at amounts equal to the actual payments made to that Sub-Consultant by the Consultant without any additions for overhead and profit.

#### **6.7 Interim Invoices**

The Consultant will submit invoices to the VPD on or before the 10th day of each month. Each invoice will list the names, hours worked and hourly rates of all Consultant's Personnel that have provided Services for each Deliverable that month, the total amount of previous payments made by the VPD for each Deliverable, the percentage completion for each Deliverable, a holdback of 10% from the invoice, and (for the purposes of showing the 90% limit on each Deliverable referred to in Section 6.3(c) above) the percentage that all invoices to date bears to the total maximum fees and expenses for each Deliverable.

Each invoice will show separately the applicable amount of the GST and PST.

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

#### **6.8 90% Limit on Time & Materials Payments Until Completion**

Despite anything to the contrary in this Agreement,

- (a) the VPD will never be obligated to pay the Consultant a greater percentage of total fees and disbursements than the degree of percentage completion of each Deliverable as set out in Schedule B - *Contract Price*, and

- (b) the VPD will never be obligated to pay more than 90% of the fees and expenses actually owing on any monthly invoice until after all Deliverables have been completed and accepted by the VPD's Project Manager and then the aggregate of the 10% holdbacks will become due.

#### **6.9 Review of Invoice**

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

#### **6.10 Records Requirements**

The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the VPD, including but not limited to hours worked, details of all expenses and percentage amounts of work completed. All such accounts and records will not be disposed of by the Consultant without the prior written consent of the VPD. The VPD will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

#### **6.11 Taxes/Currency**

The Contract Price is expressed and payable in Canadian dollars and is exclusive of any applicable GST or PST.

### **7.0 Term/Non-Exclusivity**

- 7.1 Despite any other term of this Agreement, the RFP or the RFP Proposal, nothing in this Agreement is intended to grant the Consultant any rights of exclusivity or any other right to be the sole supplier to the VPD of the Requirements, to supply a specified or minimum quantity of the Requirements to the VPD or any other similar right and the Consultant now acknowledges and agrees to same.

### **8.0 Cancellation of Agreement**

The VPD may cancel this Agreement without cause at any time, but only if the VPD first gives at least 10 days' prior written notice of cancellation. As of the effective date of such a notice of cancellation, this Agreement will be cancelled as to all or those specified Services and the parties will have no further obligations to each other in respect to same except that the VPD will remain liable to pay for those Services already ordered and performed prior to the effective date of the cancellation (inclusive of any and all holdbacks retained in respect of same), and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

### **9.0 Unavoidable Delay**

Except for the performance of obligations to pay money, time periods for the VPD's and the Consultant's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the



purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Consultant's employees or Sub-Consultants' employees, or governmental action taken in the enforcement of law specifically against the Consultant or its Sub-Consultants.

## 10.0 Changes in Requirements

10.1 **Right to Make Changes** The VPD may at any time, upon notice to the Consultant, increase, reduce or otherwise modify the scope of the Services, and the Consultant will, subject to the other provisions of this Section 10.0, accept and perform such increased, decreased or modified scope of Services.

10.2 **Change Order Process for Increases in Scope of Services** If the VPD's Project Manager

- (a) expressly requests a Change Order, or
- (b) if the request is not expressed as a requested Change Order but the Consultant's Project Manager reasonably believes (as set out in Section 10.5 that is,

and such request would entitle the Consultant to additional fees and/or reimbursable expenses ("Additional Compensation") or an extension to the Project Schedule ("Additional Time") if that work or service was performed, the Consultant will, prior to undertaking the work or service, promptly provide to the VPD a Contemplated Change Notice/Change Order appended in Schedule F, setting out the Additional Compensation and Additional Time to which it believes it is entitled, which Additional Compensation will be determined based on pricing terms and methodology set out in Schedule B - *Contract Price* and which Additional Time will be based on a reasonable extrapolation of the Project Schedule. If the VPD accepts the Consultant's claim for Additional Compensation and Additional Time, it will execute the Contemplated Change Notice/Change Order in the space provided for its approval, and such execution will constitute an approved Change Order and the Consultant's authorization to proceed with change in Services. In the event that the VPD does not accept the Consultant's claim for Additional Compensation or Additional Time, acting reasonably, the VPD may direct the Consultant to carry out the requested change to the Services and the Consultant will promptly do so without prejudice to any right it may have to assert a claim for Additional Compensation and Additional Time pursuant to Section 10.4.

10.3 **Change Order Process for Decreases in Scope of Services** If the VPD requests a decrease to the scope of Services, or if any modification to the Services requested by the VPD constitutes a reduction in scope that it would be reasonable to conclude entitles the VPD to a reduction in the Contract Price or Project Schedule. The Consultant will promptly prepare a Contemplated Change Notice/Change Order appended to Schedule F to reflect such change and the parties will negotiate an equitable reduction to the Contract Price and Project Schedule in respect of the decrease, and then if they agree on such changes, execute a Contemplated Change Notice/Change Order in order to create an approved Change Order. In the event the parties are unable to agree upon the changes, the VPD may direct the Consultant to carry out the reduced scope of Services and will notify the Consultant in writing of the change in Contract Price and Additional Time as the VPD determines is equitable, without prejudice to any right the Consultant may have to assert a claim pursuant to Section 10.4 for all or any portion of the compensation or Project Schedule time withheld by the VPD in reliance on this Section (provided that the Consultant's claim will not include any amount for loss of revenue or loss of profit).

#### 10.4 Disputes Over Requested Change

Where the parties are unable to agree on the change to the Contract Price and Project Schedule under Section 10.2 or 10.3, the Consultant may (provided always that the Consultant is proceeding with the change as requested by the VPD) refer the issue to arbitration to determine the change to the Contract Price and Project Schedule for such changes pursuant to paragraph (b) of Section 26.0 - *Resolution of Disputes*.

#### 10.5 Disputes as to Requirements (Where No Prior Change Request)

The VPD's Project Manager may issue orders or instructions with respect to the timing, quality and quantity of the Services. They will be obeyed, performed and complied with by the Consultant promptly, efficiently and to the satisfaction of the VPD. However, if the Consultant is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it will so notify the VPD's Project Manager in writing before proceeding to carry them out and, in any event, within 2 days of the receipt of such orders or instructions. The giving of such notice to and receipt by the VPD's Project Manager will not constitute an acknowledgment by the VPD as to the validity of the Consultant's claim, and the parties will promptly process the claim pursuant to the Section 10.2(b). If the Consultant does not so notify the VPD within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the VPD will not relieve the Consultant of its obligation to carry out and to obey such orders or instructions.

### 11.0 Ownership of Documents and Copyright

11.1 All Deliverables as well as all other drawings, audio-visual materials, information, plans, models, schematics, designs, specifications, reports and other documents or products produced, received or acquired by the Consultant for the VPD as a result of the provision of the Services (the "Materials") will be the sole property of the VPD, and the VPD will have the right to utilize all of the Materials for its benefit in any way it sees fit without limitation.

11.2 The Materials will be delivered by the Consultant to the VPD immediately on completion or sooner cancellation of this Agreement. The VPD may, at any time or times prior to the completion or sooner cancellation of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the VPD of all or any particular Materials (whether completed or not) in which event the Consultant will promptly comply with such request.

11.3 The Consultant now transfers title in and to the Materials and assigns to the VPD sole copyright in the Materials. The Consultant agrees that title to the Materials is to be considered to have been transferred, and any copyright in the Materials is to be considered to have been assigned by the Consultant to the VPD upon creation of the Materials. The Consultant now irrevocably waives, in favour of the VPD, the Consultant's moral rights in respect of the Materials. The Consultant will obtain in writing, from its personnel, its Sub-Consultants or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Materials to the VPD.

- 11.4 The Consultant represents and warrants that the Materials will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

## 12.0 Confidential and Proprietary Information

### 12.1 Consultant's Confidential and Proprietary Information - Defined

"Proprietary Information" means, with respect to the Consultant,

- (a) all know-how, methodologies, technology, documentation, data files, templates, tools or software (in executable code and source code) or any other materials, information or data developed or owned by or licensed to the Consultant prior to the provision of the Services under this Agreement, and all corrections, improvements and enhancements to same, and related documentation and source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in the Proprietary Information including the structure sequence and organization, and any benchmark or survey results,
- (b) any and all information obtained by the VPD from the Consultant or its affiliates through the course of carrying out this Agreement, including any compilations of otherwise public information,
- (c) any and all information the disclosure of which is restricted by the *Personal Information Protection and Electronic Documents Act* (Canada), or any other legislation similar in intent and effect to the above, and
- (d) and any other information reasonably identifiable in writing as the confidential or proprietary information of the Consultant.

### 12.2 VPD's Confidential and Proprietary Information - Defined

"Proprietary Information" means, with respect to the VPD,

- (a) all VPD owned or licensed software or proprietary information including, by way of example only, VPD made modifications or extensions, and related documentation, source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in such software including the structure sequence and organization, and any benchmark or survey results,
- (b) any and all information obtained by the Consultant from the VPD or its affiliated organizations through the course of carrying out this Agreement, including any compilations of otherwise public information,
- (c) any and all information the disclosure of which is restricted by the *Protection of Privacy and Freedom of Information Act (British Columbia)*, and
- (d) any other information reasonably identifiable in writing as the confidential or proprietary information of the VPD .

### 12.3 Restrictions/Limitations on Obligations Respecting Proprietary Information

For further certainty, the obligations set out in Section 12.4 respecting Proprietary Information do not apply to any part of such information which:

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

### 12.4 Obligations of Recipient Party

- (a) The Consultant and the VPD now confirm and agree not to make use or permit any other party to make any use of the Proprietary Information except for the limited purposes contemplated by this Agreement.
- (b) The VPD and the Consultant now agree to limit disclosure of the Proprietary Information to only those of its employees, officers, directors, or third parties, whose access is necessary to carry out the intent of this Agreement. Prior to disclosing any Proprietary Information to any third party, the VPD and the Consultant will obtain from that third party a written acknowledgment that the third party will be bound by this Section 12.4 with respect to the Proprietary Information. The Consultant and the VPD will take all reasonable steps and the same protective precautions to protect the other's Proprietary Information from disclosure to third parties as it does with its own proprietary and confidential information provided that the standard of care utilized will not in any case be less than that which would be taken by a reasonable person to safeguard information of like commercial, personal, or public interest value.

## 13.0 Release and Indemnification

### 13.1 Release

The Consultant now releases the City, VPD and their personnel from all Losses, including those caused by personal injury, death, property damage or loss, and economic loss arising out of, suffered or experienced by the Consultant or Consultant's Personnel in connection with their performance of the Services.

### 13.2 Acceptance "As Is"

In undertaking the Services, the Consultant acknowledges that it has inspected the VPD's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all Consultant's Personnel.

### 13.3 Indemnity

Despite any insurance which may be placed by the City or VPD, the Consultant now indemnifies and will indemnify and save harmless the City, VPD and their personnel from and against all Losses that the City or VPD may sustain, incur, suffer or be put to at any time either before or after the completion or sooner cancellation of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or Consultant's Personnel under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Losses are caused by errors, omissions or negligent acts of the City, VPD or their personnel. This indemnity will not affect or prejudice the City or VPD from exercising any other rights that may be available to it at law.

### 13.4 Survival of Release/Indemnity

This Section 13.0 will survive the completion or sooner cancellation of this Agreement.

## 14.0 Sub-Consultants

14.1 All Sub-Consultants are the responsibility of the Consultant. The Consultant will administer, coordinate, and manage all services of Sub-Consultants, and will assume full responsibility to the VPD for all Services performed by such Sub-Consultants in relation to the Services and will pay all fees and expenses of all Sub-Consultants.

14.2 The Consultant will be held as fully responsible to the VPD for the acts and omissions of its Sub-Consultants and of persons directly or indirectly employed by the Consultant, as for the acts and omissions of persons directly employed by it.

14.3 Nothing contained in any of the Contract Documents will create any contractual relationship between the Sub-Consultants and the VPD.

14.4 The Consultant agrees to ensure compliance by every Sub-Consultant with all Requirements.

## 15.0 Named Sub-Consultants Only

15.1 The Consultant confirms that the Sub-Consultants shown in Schedule D - *Approved Sub-Consultants* are the only Sub-Consultants that it will use to carry out the Requirements and then only for the Area of Responsibility set out beside their names in Schedule D - *Approved Sub-Consultants*. The Consultant will engage only the listed Sub-Consultants and no others in their stead except pursuant to Section 15.2.

15.2 The Consultant may engage alternative professional sub-consultants for the performance of certain specific tasks forming part of the Services, provided the Consultant has obtained prior written consent from the VPD, which consent may be arbitrarily withheld.

## **16.0 Independent Contractor**

The Consultant and Consultant's Personnel are not, nor are they to be deemed to be, partners, appointees, employees or agents of the VPD.

## **17.0 Assignment**

Subject to Sections 15.1 and 15.2, the Consultant may not assign, sublet or let out as task work any part of the Services, which consent the VPD may elect to withhold. If the VPD consents to any such assignment, subletting or letting out as task work of all or any part of the Services, the Consultant will in no way be relieved from its responsibility for the Requirements, but will continue to be responsible for the same in the same manner as if all the Services had been performed by the Consultant.

## **18.0 Time of the Essence**

For all obligations of the Consultant pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the VPD, will not waive the VPD's right to claim damages for such breach nor constitute a waiver of the VPD of the requirement of timely performance of any obligation remaining to be performed.

## **19.0 Laws, Permits and Regulations**

In carrying out its obligations, the Consultant will familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and will obtain all necessary licenses, permits and registrations as may be required by law.

## **20.0 Protection of Person and Property**

20.1 The Consultant will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Services.

20.2 The Consultant will effectively warn and protect the public and other personnel from any danger as a result of the Services being done.

## **21.0 Insurance Requirements**

### **21.1 Required Types/Amounts**

Prior to commencing the Services, the Consultant will obtain at its own expense,

(a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than \$500,000 per occurrence with an aggregate of not less than \$1,000,000 and a deductible of not more than \$25,000, protecting the Consultant against all claims for loss or damage arising out of any wrongful act or error or omission of the Consultant or Consultant's Personnel in the performance of the Services.

(b) a Commercial General Liability insurance policy with limits of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and Consultant's Personnel against all claims for personal injury, death, bodily injury or property damage arising out of the operations of the Consultant or the actions of the Consultant or Consultant's Personnel. The policy will contain a cross liability clause in favour of the VPD and VPD's Personnel and therefore will expressly name the City of Vancouver,

Vancouver Police Board, and their respective Personnel as additional insureds with respect to third-party claims arising out of the liability of the Consultant pursuant to this Agreement.

## 21.2 Required Policy Terms

All required insurance policies will remain in full force and effect at all times until completion of the Services and for a period of not less than 2 years following the completion of the Services and will,

- (a) be obtained and issued by insurance companies authorized to carry on business in British Columbia, on terms satisfactory to the City's Director of Risk Management,
- (b) be primary insurance in respect to the City and VPD and any insurance or self-insurance maintained by the City and VPD will be in excess of this insurance and will not contribute to such policies,
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the VPD at least 30 days' prior written notice by registered mail,
- (d) contain a clause that waives the right of subrogation against the VPD and VPD's Personnel.

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

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

## 21.3 Insurance Certificate

Prior to the Effective Date, the Consultant will provide the VPD's Project Manager with evidence of all required insurance to be taken out in the form of the Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the Contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Copies of these forms are attached hereto as Schedule E [*Attachment G (Certificate of Professional Liability Insurance) and Attachment H (Certificate of General Liability Insurance) of RFP to be attached as Schedule E to this Agreement*]. Evidence of renewal, extension or replacement insurance certificates will be provided to the VPD's Project Manager at least 30 calendar days prior to the renewal, extension or replacement. Current Certificates of Insurance Certified and/or copies of all insurance policies will be made available to the VPD's Project Manager from time to time and at any time within 7 calendar days of a written request for same.

## 21.4 Sub-Consultant's Insurance

The Consultant will provide in its agreements with its Sub-Consultants clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the

VPD's Project Manager detailed Certificates of Insurance for the policies it has obtained from its Sub-Consultants and a copy of the applicable insurance clauses from its Sub-Consultant agreements.

## **22.0 Workers' Compensation**

### **22.1 Maintain Coverage - General**

The Consultant will carry and pay for full Workers' Compensation Board ("WCB") coverage for itself and all personnel engaged in or on the Services, failing which the VPD has the unfettered right to set off the amount of any unpaid premiums and assessments for such WCB coverage against any amounts owing by the VPD to the Consultant. The VPD will have the right to withhold payment under this Agreement until WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

### **22.2 Provide Evidence of Coverage - General**

The Consultant will provide the VPD with the Consultant's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Consultant is registered in good standing with WorkSafeBC and that all assessments have been paid to date prior to the VPD having any obligation to pay any invoice under this Agreement. The Consultant will indemnify the VPD and hold harmless the VPD from all manner of Losses arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

### **22.3 Special WCB Requirements Where Services Are Provided on VPD of Vancouver Sites**

- (a) Prior to commencing any Services on any VPD Site, the Consultant must provide updated evidence to the VPD's Project Manager that it is in good standing with WorkSafeBC. The Consultant is responsible for having the VPD Site secured in accordance with WorkSafeBC Regulations and ensure the safety of the VPD Site during the performance of the Services on the VPD Site.
- (b) The Consultant is now appointed and now accepts appointment as the Prime Contractor for the purpose of this Agreement and as such, has the responsibility to
  - (i) ensure the Services are performed in a safe manner that complies with all WCB Regulations,
  - (ii) direct and coordinate the work activities related to the health and safety of all of the Consultant's Personnel and any other workers within the VPD Site,
  - (i) obtain from the VPD written information on hazards and conditions and the methods to address the hazards and conditions and circulate this information to all workers within the VPD Site.
- (c) Prior to commencing any Services on the VPD Site, the Consultant must,
  - (i) have its own safety program and have written safe work procedures specific to the Services being performed available at the VPD Site, and
  - (ii) ensure the safety program meets the requirements of WorkSafeBC Regulations.



- (d) The Consultant must also,
  - (i) advise the VPD of any accidents or incidents at the VPD Site that must be reported to WorkSafeBC, and
  - (ii) inform all personnel performing the Services on the VPD Site of the health and safety requirements at that workplace.
- (e) At all times the Consultant will ensure that its personnel, and all other workers engaged or indirectly engaged by the Consultant coming onto the VPD Site will comply with
  - (i) WorkSafeBC Regulations,
  - (ii) the Consultant's safety program, and
  - (iii) all work site safety requirements.

### 23.0 Character of Workers/Security Clearance

- 23.1 On the written request of the VPD, the Consultant will remove any Consultant's Personnel for any reason including but not limited to the following:
- (a) intoxication,
  - (b) use of foul, profane, vulgar or obscene language or gestures,
  - (c) solicitation of gratuities or tips from any person for services performed under this Agreement,
  - (d) willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations,
  - (e) loss of or failure to obtain appropriate or required VPD Security Clearance, or
  - (f) any action which may constitute a public nuisance or disorderly conduct.
- 23.2 The Consultant will immediately comply with each such request and will satisfy the VPD that the person has been removed from further involvement with this Agreement.

### 23A Security Checks

- (a) The Consultant acknowledges that certain departments and boards of the VPD have developed a comprehensive security protocol for anyone providing goods or services to such departments. The Consultant now agrees that:
  - (i) the VPD may, at any time and from time to time during the Term of this Agreement, conduct criminal records searches, police history information searches and/or other background checks, investigations and searches (collectively, "Searches") pertaining to:
    - (1) the Consultant;
    - (2) any principals, directors, managers, employees and agents of the Consultant being utilized or proposed, directly or indirectly, as having any involvement with this Agreement;
    - (3) the Sub-Consultant(s); or
    - (4) any principals, directors, managers, employees and agents of the Sub-Consultant(s) performing or proposed to perform directly or indirectly, any part of this Agreement which involves, or may involve, access to security sensitive areas or information (whom, for the purposes of this section (1) through (4) are, collectively, the "Consultant Personnel");

- (ii) the Consultant will cause all Consultant Personnel, as a condition of providing Services under this Agreement, to execute and deliver to the VPD, or on the request of the VPD, a consent document setting out the individual's consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable the VPD to perform such Searches; and
- (iii) without limiting any other term of this Agreement, the Consultant agrees that each of:
  - (1) the failure of any Consultant Personnel to deliver any required consent or authorization; and
  - (2) receipt by the VPD of notice from the VPD that the outcome of any of the Searches is not satisfactory,will be deemed a breach of this Agreement.

#### 24.0 VPD 's Right to Remedy

Should the Consultant neglect to execute the Services properly or fail to perform any provision of this Agreement, the VPD may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost of doing so from the Contract Price.

#### 25.0 Dispute Resolution

- 25.1 All claims, disputes or issues in dispute between the VPD and the Consultant will be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction within British Columbia and be governed by the laws of British Columbia.
- 25.2 In the event that (a) the parties agree to arbitration pursuant to the above, or (b) matter is referred to arbitration by the Consultant, pursuant to Section 10.0, the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 25.3 In the event that the parties agree to arbitration, the arbitration will take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 25.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the VPD and the Consultant.
- 25.5 Despite Section 25.1, the laws of British Columbia will govern this Agreement and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.
- 25.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.

## **26.0 Set-off**

The VPD may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) the amount of any damages suffered or claims made or to be made by the VPD as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.

## **27.0 Joint Venture or Partnership**

If a joint venture or partnership, the Consultant represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Consultant will be joint and several.

## **28.0 Entire Agreement**

The Contract Documents constitute the entire agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties with respect to their subject matter. The Consultant now acknowledges that it is not relying on any representations of the VPD as to the performance of the Requirements.

## **29.0 Failure to Enforce**

Any failure by the VPD to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Agreement will not constitute a waiver of such terms and conditions, and will not affect or impair such terms and conditions in any way or the VPD's right at any time to avail itself of such remedies as the VPD may have for any breach or breaches of such terms and conditions.

## **30.0 NO PROMOTION OF RELATIONSHIP**

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

## **31.0 Successors and Assigns**

This Agreement will benefit and bind each party and its successors and permitted assigns.

**32.0 No Conflict of Interest**

- 32.1 The Consultant agrees that during the Term of this Agreement, the Consultant shall not engage in any conduct which would or might put the interests of the VPD into conflict with the interests of any other person whether or not a client of the Consultant's. Without limiting the general scope of this Section 32.1 and by way of example only, the Consultant is prohibited from and will not (a) provide any services which assist or could be seen to be assisting any other private entity or governmental authority in the matters which are the subject of this Agreement or, (b) with respect to any private or public sector entities engaged in solid waste disposal or management will not assist or do anything which could be seen as assisting any such entity to gain an unfair competitive advantage over other entities in respect to the provision of solid waste disposal or management services. The Consultant now acknowledges that a breach of this Section 32.1 could constitute not only a breach of this Agreement but also a violation of the Competition Act (Canada) and Criminal Code of Canada and accordingly could be punishable as a crime and not merely as a breach of contract.
- 32.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the VPD, or
  - (b) related to or has any business or family relationship with an elected official or employee of the VPD, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration or this Agreement or the performance of the Services.
- 32.3 The Consultant now confirms that all declarations and representations made in Section 6.0 [Declaration - No Conflict/Collusion/Lobbyist Status] of the Proposal Form Attachment A - Legal Terms and Conditions remain true, complete and accurate and that if at any time such declarations or representations cease to be true, complete and accurate during the Term of this Agreement, the Consultant will notify the VPD immediately.

AS EVIDENCE OF THE VPD'S AND CONSULTANT'S agreement to be legally bound by the terms of the Contract Documents, the VPD and Consultant have signed and delivered this Agreement effective as the Effective Date.

**CITY OF VANCOUVER and VANCOUVER POLICE BOARD,**  
as represented by its Vancouver Police Department,  
by its authorized signatories:

\_\_\_\_\_  
Jim Chu, Chief Constable

\_\_\_\_\_  
Francie Connell, Director of Legal Services

\_\_\_\_\_  
Ken Bayne, General Manager of Business Planning & Services

[INSERT CONSULTANT NAME],  
by its authorized signatory(ies):

---

[Name, Title]

---

[Name, Title]

## Attachment C: Response Notification Form



VANCOUVER POLICE DEPARTMENT  
Planning, Research & Audit Section

### Request for Proposal

No. VPD/COV 09-01: Consulting Services for a Functional Programming Study for VPD Replacement Facility or Facilities

To acknowledge your intent to submit a Proposal, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, January 10, 2009.

Sgt. Leslie Stevens  
Planning, Research & Audit Section  
Vancouver Police Department  
Fax: (604) 665 2331  
E-mail: [leslie.stevens@vpd.ca](mailto:leslie.stevens@vpd.ca)

### Your details:

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

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

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

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

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

Our company **WILL**  / **WILL NOT**  submit a proposal for  
CONSULTING SERVICES FOR A FUNCTIONAL PROGRAMMING STUDY  
FOR VPD REPLACEMENT FACILITY OR FACILITIES  
by the closing date January 30, 2009 at 3:00:00 P.M.)

\_\_\_\_\_  
Authorized Signatory and Name of Company (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date

## **Attachment D: Security Clearance and Non-Disclosure Agreement (SSM)**

*Include with Response Notification Form*

WHEREAS, in response to the VPD's RFP #PS [\_\_\_\_\_] entitled "[\_\_\_\_\_]" (the "RFP"), the Proponent has requested that the VPD disclose to the Proponent, and the VPD has agreed to disclose to the Proponent, certain Security Sensitive Material (SSM) of the VPD for the sole purpose of considering, evaluating, and responding to the RFP (the "Purpose") and on the terms and subject to the conditions contained in this Agreement.

WHEREAS, the VPD requires certain security clearance requirements to be met as a condition of releasing the Security Sensitive material and as a requirement of receiving and reviewing a Proponent's Proposal.

NOW THEREFORE, in consideration of the mutual premises and covenants herein, the receipt and sufficiency of which is hereby acknowledged, the VPD and the Proponent hereby agree as follows:

### *Section 1.0 Definitions*

"Affiliate" means an affiliate as defined in the Business Corporations Act (British Columbia), as may be amended.

"Agreement" or "Attachment D" means this Security Clearance and Non-Disturbance Agreement [Attachment D].

"VPD" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*, and the Vancouver Police Board, a police board constituted pursuant to the *Police Act*.

"Proponent's Recipient" means any person who is a member of the Proponent's RFP response team, whether such member is an employee, sub-contractor or agent of the Proponent, or any employee or agent of such person.

"Security Sensitive Material" means all information, in any form or medium, known or used by VPD or an Affiliate of the VPD which is not known to the general public, including, but not limited to, the know-how, trade secrets, strategic plans, technical information, product information, supplier information, customer information, financial information, marketing information and information as to business opportunities, methods and strategies and research and development of the VPD and its Affiliates. If and to the extent any Security Sensitive Material is included in any report, assessment, diagram, memorandum or other document or copied or reproduced in any other form or medium, such report, assessment, diagram, memorandum, document or Security Sensitive Material in such other form or medium will be deemed to be Security Sensitive Material.

### *Section 2.0 Title*

All right, title and interest in and to Security Sensitive Material will be and remain vested in the VPD. Nothing in this Agreement obliges the VPD to disclose Security Sensitive Material to the Proponent or grants the Proponent any license or right of any kind with respect to Security Sensitive Material, except the limited right to use such information solely for the Purpose.

### ***Section 3.0 Proponent's Obligations***

- (a) The Proponent will use Security Sensitive Material only as strictly required for the Purpose and for no other purpose and only in the manner and upon the terms specified in this Agreement.
- (b) The Proponent will deal in utmost good faith with the VPD in its use of the Security Sensitive Material provided by the VPD.
- (c) The Proponent will hold and keep, and will ensure that all of the Proponent's Recipients will hold and keep, the Security Sensitive Material in confidence and in trust for the VPD, using at least the same degree of care, but no less than a reasonable degree of care, as the Proponent uses to protect its own similar confidential information of like importance, and will,
- (i) prevent any access, reproduction, disclosure or use of the Security Sensitive Material not expressly authorized herein,
  - (ii) disclose the Security Sensitive Material only to those of the Proponent's Recipients who have a definable need to know such information for the Purpose and who are informed of the confidential nature of such information and only to the extent strictly necessary in order to carry out the Purpose, provided that such Proponent's Recipients are bound by a confidentiality agreement with the Proponent no less restrictive than this Agreement, and in the event the employment or appointment of any such person is terminated, the Proponent agrees to use its best efforts to recover any of the Security Sensitive Material in such person's custody or control. The Proponent will be responsible for all damages arising from any disclosure of all or part of the Security Sensitive Material or any act in contravention of this Agreement by a person to whom such Security Sensitive Material was given by the Proponent as if the disclosure were made or the act performed directly by the Proponent,
  - (iii) not, and will ensure that each of the Proponent's Recipients will not, copy or reproduce any of the Security Sensitive Material, except as strictly necessary in order to carry out the Authorized Purpose, and
  - (iv) promptly notify the VPD in writing of any unauthorized copying, reproduction, use or disclosure of the Security Sensitive Material of which the Proponent is or becomes aware, and such notice will include a detailed description of the circumstances of the copying, reproduction, use or disclosure and the parties involved.

### ***Section 4.0 Exceptions to Confidentiality Obligations***

This Agreement imposes no obligation upon the Proponent with respect to the VPD's Security Sensitive Material received hereunder that

- (i) the Proponent can promptly demonstrate with documentary evidence was already legitimately known to the Proponent without a duty of confidentiality prior to the disclosure thereof by the VPD,
- (ii) is lawfully received by the Proponent from a third party, other than a supplier introduced to the Proponent by the VPD, without a duty of confidentiality,
- (iii) has become general public knowledge through no act or fault on the part of the Proponent or the Proponent's Recipients, or



- (iv) the Proponent can promptly demonstrate with documentary evidence was independently developed by or for the Proponent without the use of any Security Sensitive Material.

#### ***Section 5.0 Legal Requirement to Disclose***

If the Proponent or any of the Proponent's Recipients is or becomes legally required to disclose any Security Sensitive Material to a government body or court of law, the Proponent agrees, to the extent permissible by law, to give, and will ensure that the Proponent's Recipients give, the VPD sufficient advance notice to enable the VPD the opportunity to contest the disclosure or obtain a protective order.

#### ***Section 6.0 Warranty Disclaimer***

All Security Sensitive Material is provided on an "as is" basis, and all representations and warranties, express or implied, including as to its accuracy or completeness, fitness for a particular purpose, merchantability, and non-infringement, are hereby disclaimed.

#### ***Section 7.0 Injunctive Relief***

The Proponent acknowledges and agrees with the VPD that

- (i) the secrecy of the Security Sensitive Material is of the utmost importance to the VPD, and the Security Sensitive Material is of a sensitive and confidential nature such that monetary damages alone may be inadequate to protect the VPD's interests against any actual or threatened breach of this Agreement,
- (ii) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the VPD's business and security and all defences to the strict enforcement thereof by the VPD are hereby waived by the Proponent to the fullest extent permitted by law, and
- (iii) a violation of any of the provisions of this Agreement will result in immediate and irreparable damage to the VPD, and so the VPD will, in addition to any other rights to relief, be entitled to the remedies of specific performance and injunctive or other equitable relief in respect of any actual or threatened breach of this Agreement, without proof of actual damages or the inadequacy of monetary damages.

#### ***Section 8.0 Security Checks***

(a) The Proponent acknowledges that certain departments and boards of the VPD have developed a comprehensive security protocol for anyone providing goods or services to such departments. The Proponent agrees that as a condition of receiving the Security Sensitive Material and being entitled to submit a Proposal:

- (i) the VPD will, at any time prior to the award of the Contract, conduct criminal records searches, police history information searches and/or other background checks, investigations and searches (collectively, "Searches") pertaining to:
  - (1) the Proponent;
  - (2) any principals, directors, managers, employees and agents of the Proponent being proposed, directly or indirectly, as having any involvement with this RFP or the anticipated Contract;
  - (3) the Sub-Consultant(s); or

- (4) any principals, directors, managers, employees and agents of the Sub-Consultant(s) proposed to perform directly or indirectly, any part of the anticipated Contract which involves, or may involve, access to security sensitive areas or information (whom, for the purposes of this section (1) through (4) are, collectively, the "Proponent Personnel");
- (ii) the Proponent will cause all Proponent Personnel, as a condition of participating in this RFP, to execute and deliver to the VPD, or on the request of the VPD, a consent document setting out the individual's consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable the VPD to perform such Searches; and
- (iii) without limiting any other term of this Attachment D, the Proponent agrees that each of:
  - (1) the failure of any Proponent Personnel to deliver any required consent or authorization; and
  - (2) receipt by the VPD of notice from the VPD that the outcome of any of the Searches is not satisfactory,
 may or may not result in the Proponent's Proposal being set aside.

**Section 9.0 General**

Within 30 calendar days of the Closing Time, all Proponents (except the Proponent if any with whom the VPD enters into a contract to provide the Requirements) must destroy or return to the VPD all Security Sensitive Material and any copies or reproductions thereof in the Proponent's possession or under its control or in the possession or under the control of any of the Proponent's Recipients, and will certify in writing such destruction or return of all Security Sensitive Material. If compliance with the foregoing would violate any applicable law or regulation, then such information may be retained provided that it is not used for any purpose other than to evidence the Proponent's compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.

Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.

The Proponent will not, without the written consent of the VPD, disclose to any third party either the fact that discussions or negotiations are taking place concerning the Transactions or any of the terms, conditions or other facts with respect to the Transactions including the status thereof or the subject matter of this Agreement, provided, however, that nothing herein will prevent the Proponent from making such disclosure

- (i) on a confidential basis to any of the Proponent's Recipients to the extent such person needs to know such information strictly for the Purpose, or
- (ii) in order to comply with the requirements of applicable securities or other laws.

No waiver, addition to or amendment of this Agreement will be effective unless made in writing signed by authorized signatories of the parties and expressly stated to be a waiver, addition to or amendment of this Agreement. This Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations

hereunder, and the provisions hereof will ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Proponent irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.

Signed by:

\_\_\_\_\_

\_\_\_\_\_  
[Print name in full with title]

\_\_\_\_\_  
[Print Proponent's company name in full]

\_\_\_\_\_  
Date

[Please List Here the Names of All Key Personnel Which the Proponent Intends to Assign to the Review of any SSM and the proposed performance of the Services]

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

# Attachment E: Certificate of Existing Insurance



Vancouver Police  
Department

**CERTIFICATE OF EXISTING INSURANCE**  
*To Be Completed And Appended To The Proposal/Tender*



Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver and Vancouver Police Board  
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured(s) and is/are in full force and effect.

**NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

*If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:* \_\_\_\_\_

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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

## Attachment F: Undertaking of Insurer

(to be Submitted with and attached to Proposal Form)



Vancouver Police  
Department

### UNDERTAKING OF INSURER



To: City of Vancouver and Vancouver Police Board

RE: [ \_\_\_\_\_ PS \_\_\_\_\_ ]

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby, undertake and agree to

- (1) insure the Consultant in the amount of \$1,000,000 aggregate (\$500,000 per occurrence) Professional (Errors and Omissions) Liability Insurance as outlined in the RFP and agree to:

state that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the VPD's Project Manager; and

state that the coverage provided by such insurance shall protect the Consultant, City of Vancouver, and the Vancouver Police Board during the performance of the Services specified in the RFP and specifically that the insurance required by the RFP shall be consistent with the requirements therein,

- (2) insure the Consultant in the amount of \$2,000,000 per occurrence Comprehensive General Liability Insurance as outlined in the RFP and agree to:

state that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the VPD's Project Manager; and

state that the coverage provided by such insurance shall protect the Consultant, City of Vancouver and the Vancouver Police Board during the performance of the Services specified in the RFP and specifically that the insurance required by the RFP shall be consistent with the requirements therein,

if the Contract is awarded to:

EXCEPTIONS:

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008

BY: \_\_\_\_\_ TITLE:

The attached "Certificate of Existing Insurance" should be completed and signed and enclosed with this form which should also be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company. **A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF PROPONENT HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.**

# Attachment G: Certificate of Professional Liability Insurance



Vancouver Police  
Department

## PROFESSIONAL LIABILITY INSURANCE CERTIFICATE



Section 4 – Staff to select the required # of days Written Notice before sending out for completion  
Section 2 3 & 4 – to be completed and executed by the Insurer(s) or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO: City of Vancouver and Vancouver Police Board**

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

**NAMED INSURED [must be the same name as the Permittee/Licensee or Party(ies) to the Contract and is/are either an individual(s) or a legally incorporated company(ies)]**

MAILING ADDRESS

LOCATION ADDRESS

DESCRIPTION OF OPERATION, CONTRACT OR AGREEMENT

3. **PROFESSIONAL LIABILITY INSURANCE**

**LIMITS OF LIABILITY -**

INSURER \_\_\_\_\_ Per Occurrence/Claim \$ \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_

POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Occurrence/Claim \$ \_\_\_\_\_

*If the policy is in a "CLAIMS MADE" form, specify the applicable Retroactive Date* \_\_\_\_\_

4. **POLICY PROVISIONS**

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
Dated: \_\_\_\_\_

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

# Attachment H: Certificate of General Liability Insurance



Vancouver Police  
Department

## LIABILITY INSURANCE CERTIFICATE



Section 7 b) – Staff to select the required # of days Written Notice before sending out for completion  
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

- THIS CERTIFICATE IS ISSUED TO:** City of Vancouver and Vancouver Police Board  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.*
- NAMED INSURED** *[must be the same name as the Permittee/Licensee or Party(ies) to the Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

**BUSINESS TRADE NAME OR DOING BUSINESS AS**

**BUSINESS ADDRESS**

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

### 3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following coverages:

- Personal Injury
- Cross Liability or Severability of Interest
- Employees as Additional Insureds
- Blanket Contractual Liability
- Broad Form Products and Completed Operations
- Broad Form Property Damage including Loss of Use
- Non-Owned Auto Liability

**Check Additional Extensions where applicable and included:**

- Work below ground level over 3 metres
- Excavation, shoring, underpinning, pile driving or caisson
- Demolition, removal or weakening of support of property
- Blasting
- Operation of hoist or attached machinery
- 24 months Completed Operations

INSURER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_  
POLICY PERIOD: FROM: \_\_\_\_\_ To: \_\_\_\_\_

**LIMITS OF LIABILITY (Bodily Injury and Property Damage Inclusive):**

Per Occurrence \$ \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
Deductible Per Occurrence \$ \_\_\_\_\_ All Risk Tenants' Liability \$ \_\_\_\_\_

### 4. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: \_\_\_\_\_ LIMITS OF LIABILITY:  
POLICY NUMBER: \_\_\_\_\_ Combined Single Limit: \$ \_\_\_\_\_  
POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

### 5. UMBRELLA OR EXCESS LIABILITY INSURANCE

**Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER: \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
POLICY NUMBER: \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ Self-Insured Retention \$ \_\_\_\_\_

### 6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

### 7. POLICY PROVISIONS

Where it is required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- The City of Vancouver, the Vancouver Police Board, their officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.
- SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
- The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver and the Vancouver Police Board shall be in excess of this insurance and shall not contribute to it.

### SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
Date \_\_\_\_\_  
PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER