



Purchasing Services  
453 West 12<sup>TH</sup> Avenue, Vancouver, BC V5Y 1V4  
604-326-4784 Fax: 604-326-4735

## REQUEST FOR QUOTATION RFQ PS08075

### Supply of Appraisal Services

Quotations will be received by mail or in the Courier Delivery Drop-Off Office, 1<sup>st</sup> Floor, Vancouver City Hall, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 up to the Closing Time: 12:00 Noon, City Hall Clock Time, Tuesday July 22, 2008 and will be opened as soon as reasonably possible thereafter. It will not be a public opening.

1. Quotations shall be in a sealed envelope or package marked with the Bidder's Name, the RFQ Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. DO NOT SUBMIT BY FAX.

All queries related to this RFQ shall be submitted  
in writing to the attention of:

**Alison Hall**  
**Buyer**  
City of Vancouver  
Purchasing Services  
604-326-4784  
email: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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SUPPLY OF APPRAISAL SERVICES**

**INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS**

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The City of Vancouver ("the City") invites quotations from qualified vendors for the products outlined herein. Bidders shall complete the enclosed quotation form and return to the sender named above on or before:

**Closing Date: TUESDAY, JULY 22, 2008**

**Closing Time: 12:00 Noon Local Time**

**QUOTATIONS RECEIVED AFTER THE ABOVE CLOSING DATE AND TIME MAY BE DISQUALIFIED**

**SUBMISSION INSTRUCTIONS:**

Quotations must be submitted on the form provided unless otherwise instructed herein. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form and schedule of prices may result in the bidder's quotation being disqualified.

**INQUIRIES:**

It is the responsibility of the bidder to satisfy itself as to the requirement set out in this RFQ. Inquiries are to be addressed only to the contact person named above. If required, an addendum will be issued to all bidders.

**PRICES:**

Prices quoted will be exclusive of all taxes; with freight, unloading at destination, import duties, brokerage, and all other costs prepaid and included. Quotations submitted will be valid and open for acceptance by the City for ninety (90) days after the closing date and time noted above.

**FREIGHT:**

Goods to be delivered FOB destination freight prepaid and allowed to: **N/A**

**DELIVERY:**

Work to be performed by September 1st, each year, from 2009 to 2011. Bidder to state its performance time from placement of order. Delivery will be to Risk Management, VanCity Building, #403 - 515 West 10<sup>th</sup> Avenue, Van., BC V5Z 4A8

**QUANTITIES:**

The quantity stated herein is the City's best estimate of its requirements. Actual quantity may vary.

**TERMS OF PAYMENT:**

The City's standard payment terms are Net 30 days after receipt and approval of invoice: however, any discounts or more favourable terms which may be offered by the bidder will be taken into consideration in the financial evaluation. Bidder to Indicate in its response if other than Net 30.

**AWARD:**

The City may elect to award the order in part or in full unless the bidder specifies their quotation is valid for the complete order only. The City may elect to not accept the lowest or any quotation, and may terminate or amend this Request for Quotation at anytime. Acceptance of a quotation and award of a purchase order shall be valid only if made by an authorized representative of the City and confirmed in writing. The City's standard purchase order terms and conditions as shown on the purchasing website [www.vancouver.ca/bid/](http://www.vancouver.ca/bid/) will apply unless otherwise agreed in writing by the City.

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**DISQUALIFICATION:**

The City may elect to disqualify any bid that fails to meet any of the requirements of this Request for Quotation. Any deviations from the requirements or conditions specified herein must be clearly stated in the bidder's response. The City will determine what constitutes an acceptable deviation. If no deviations are indicated in the bidder's response, the City will be entitled to interpret that the bidder offers to perform in full compliance with the requirements and conditions stated herein.

**EVALUATION CRITERIA:**

Quotations will be evaluated on the basis of the overall best value to the City based on quality, service, cost and any criteria set out herein including, but not limited to:

1. Ability to meet specifications and required delivery date stated herein;
2. Bidder's past performance;
3. Lowest overall cost including as appropriate service fees and availability of warranty and; purchase price, maintenance cost including availability of parts and service, warranty, and compatibility with existing equipment; and
4. Any other criteria the City deems, at its sole discretion, necessary to evaluate the bidder's offer.

**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY:**

The City is subject to the Province of British Columbia's Freedom of Information and Protection of Privacy Act.

**INSURANCE:**

The Proponent is advised to refer to the Certificates of Insurance [Appendix D and E]. This is the type of certificate that the City would require should the Proponent be selected as the successful Proponent.

Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix C] as evidence of their existing insurance coverage. Appendix B may be amended where appropriate to add the types of insurance currently carried by the Proponent which are not explicitly referenced on the Certificate.

**SPECIAL CONDITIONS:**

Where Special Conditions are set out below and there is a conflict, the Special Conditions shall take precedence over the Instructions and General Conditions set out in this RFQ.

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**INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS**

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**APPENDICES:**

- Appendix A - List of Buildings, required to be appraised from 2009 - 2011
- Appendix B - Informational Meeting Attendance Form
- Appendix C - Existing Insurance Certificate
- Appendix D - Certificate of Insurance
- Appendix E - Professional Liability Insurance
- Appendix F - Professional Services Agreement

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**QUOTATION FORM AND SCHEDULE OF PRICES**

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**1.0 REQUEST FOR QUOTATIONS**

- 1.1 Quotations are invited from qualified firms who are interested in providing appraisal services for the City to determine the current replacement costs of the buildings described in Appendix A for insurance purposes.
- 1.2 The intention is to engage the successful bidder for the appraisal services for a one (1) year period with the option to engage the same services for two additional years.
- 1.3 The City reserves its absolute and unfettered discretion to consider, analyze, enter into or cease negotiations with any bidders, disqualify any quotation without discussion with the bidder or to reject any quotation that the City considers is not in the best interests of the City.

**2.0 MANDATORY MEETING**

The City will hold a mandatory informational meeting for bidders as follows:

**Date:** July 8, 2008

**Time:** 2:30 pm (Local Vancouver Time)

**Location:** Purchasing Boardroom, 555 West 12th Avenue, Room 320, East Tower Vancouver, B.C. V5Z 3X7.

The Bidders' Informational Meeting will include an overview of the Requirements as defined below and will also enable proponents to seek clarification on RFQ issues in a communal forum.

**Appendix A - List of Buildings, will be available at the meeting.**

- 1.5 Bidders are encouraged to read this RFQ and submit any questions relating to this RFQ document to the contact person listed on the cover page prior to the Bidders' Informational Meeting.
- 1.6 All prospective bidders are to pre-register for the Bidders' Informational Meeting by submitting an Informational Meeting Attendance Form (Appendix B) by fax to (604) 873-7057 or e-mail to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) by July 4, 2008.
- 1.7 The City will in good faith attempt to give accurate verbal responses to questions during the Bidders' Information Meeting but **(bidders are advised that they may only rely on the formal written response/summary which may be issued by the City following the Bidders' Informational Meeting)**. If the City issues a formal written response/summary following the Bidders' Informational Meeting it will be posted on the City's website at [www.vancouver.ca/bid/bidopp/openbid.htm](http://www.vancouver.ca/bid/bidopp/openbid.htm).

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**3.0 SUBMISSION OF QUOTATION**

- 3.1 The bidder must be duly licensed to do business in the City of Vancouver and have an active established office in the Greater Vancouver area.
- 3.2 All quotations are to be prepared by and at the expense of each bidder. The City is not liable for any expense, damage, loss or liability incurred as a result of any misunderstanding or error by the bidder or in the preparation of the quotation.
- 3.3 All quotations must be signed by an authorized representative of the bidder and submitted in **duplicate**.
- 3.4 All quotations shall be irrevocable and remain open for acceptance for at least ninety (90) days. Service fees must be provided inclusive of all applicable taxes and shall be broken down by locations. **The service fees quoted for each year of service will be binding for the three (3) year period from 2009 to 2011.**
- 3.5 All material provided to the bidder must be treated in strict confidence and shall not be released to public without the consent of the City.
- 3.6 All quotations submitted must include the following information:
  - a) A brief description of the bidder's firm detailing the size of the firm, areas of specialization and expertise; financial capacity to provide services (copy of last year end financial statement, if available); a list of current and expired government contracts; years of experience in providing the identified services to similar corporate clients and five references from clients of similar size, with similar operations;
  - b) Names, education, certifications, experience and qualifications of staff or subcontractors or agents proposed to offer service to the City (include resumes). These employees or subcontractors or agents should be accredited members of the Appraisal Institute of Canada;
  - c) Any deviations from the requirements specified in the Request for Quotation (Quotation Form and Schedule of Prices);
  - d) Sample appraisal report illustrating the format and the type of information included;
  - e) Appendix C - Certificate of Existing Insurance.

**4.0 SCOPE OF WORK REQUIRED**

- 4.1 Schedule of Work to be completed:

Insurance appraisals are required for buildings listed in the attached Appendix A to be completed for the periods, 2009, 2010, and 2011. The City may, prior to engaging the service of the successful bidder, negotiate changes to the scope of the work, the materials or any conditions with any one or more of the bidders without having any duty or obligation to advise any other bidders or to allow them to vary its prices as a result of changes to the scope of work, the materials or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 4.2 Each appraisal report shall:

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**QUOTATION FORM AND SCHEDULE OF PRICES**

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- i) Provide appraisal for all building structures and improvements located at each site as identified in Appendix A including but not limited to all yard improvements, temporary structures, outdoor signs, fountains or unique sculptures that are owned or maintained by the City.
  
- ii) Contain but not limited to the following information:
  - Detailed description of each building, including year built, construction, area footage, occupancies, a sketch of the site plan, comments of the recent upgrades and renovations, and types of fire and security protection systems. If a building complex consists of more than one major fire division or that the building consists of sections with different building construction materials, same details are required for each section or division. If a building complex is occupied by a few major tenants such as the City, the Park Board, community centre and/ or the Vancouver School Board, additional details are required on the usage of each section and the area footage occupied by each tenant;
  - Replacement cost of each building supported by cost breakdown, taking into consideration the increased cost of construction that may result from the current building by-laws pertaining to fire protection, parking and special needs. In the case of a designated heritage building, the category of designation and the reproduction cost of each building is required;
  - A summary page showing the total replacement cost of the building (which may consist of more than one fire division), highlighting the unique building features, built-in improvements and increased cost of construction that may result from current by-laws;
  - A site plan showing the distance separation between each building structure is required if there are more than one building structure located at a site.
  - Minimum 2 photographs are required to depict the general construction and design of each building; more photographs may be required for a multi-sections building. In some cases, more photographs may be required on the interior finishing to illustrate the unique and special features
  
- iii) A minimum of one bound copy, one unbound copy and an electronic copy in the form of a CD-Rom complete with digital photographs will be provided.

**5.0 DISQUALIFICATION**

- 5.1 The City may elect to disqualify any bid that fails to meet any of the requirements of this Request for Quotation. Any deviations from the requirements or conditions specified herein must be clearly stated in the bidder's response. The City will determine what constitutes an acceptable deviation. If no deviations are indicated in the bidder's response, the City will be entitled to interpret the bidder offers to perform in full compliance with the requirements and conditions stated here.

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**6.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 6.1 The City is subject to the Province of British Columbia Freedom of Information and Protection of Privacy Act.
- 6.2 Information about the City obtained by bidders must not be disclosed unless prior written authorization is obtained from the City.
- 6.3 The bidder agrees that the obligation of confidentiality will survive the termination of the contract between the successful bidder and the City.

**7.0 EVALUATION OF QUOTATIONS**

Quotations received by the closing time and date will be evaluated based on:

- i) The bidder's qualifications, experience and expertise of the specific personnel to be assigned to provide the services;
- ii) Bidder's ability to meet the requirements as described in Sections 2.0 and 3.0;
- iii) Overall best value to the City based on quality, service, cost and any criteria the City deems, at its sole discretion, necessary to evaluate the bidder's offer.

**8.0 AWARD OF CONTRACT**

Contract shall be awarded in the form of the attached Services Agreement, the Request for Quotation RFQ08075, and a finalized schedule of locations to be appraised. All other amendments shall form the basis for the agreement between the City and the successful bidder.

The City may elect to engage the services of one or more successful bidders if it serves the best interests of the City. Depending on the acceptability of the services provided by the successful bidder in the first year period and the availability of funding for each of the subsequent years, the City reserves its absolute right not to engage the services of the successful bidder for the subsequent two years period.

**9.0 TIME FRAMES**

9.1 Closing Date for Bidder's Response:

All quotations are to be submitted in duplicate and mailed in or couriered to the Courier Delivery drop off office on the first floor of City Hall, in a sealed package, by **12:00 NOON TUESDAY, JULY 22, 2008** to:

City of Vancouver  
Courier Delivery Drop-Off Office,  
1<sup>st</sup> Floor, Vancouver City Hall  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC  
V5Y 1V4



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9.2 Deadline for Completion of Appraisal Services each year: **September 1<sup>st</sup>**.

**10.0 INQUIRIES**

All inquiries must be directed to:

Alison Hall, Buyer  
Purchasing Services  
at: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

**11.0 ALTERNATES AND/OR VARIATIONS TO REQUIREMENTS**

11.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Requirements, or if the Bidder cannot meet Requirements, the Bidder may offer an alternative which they believe to be the equivalent.

11.2 Bidders shall clearly indicate any variances from the City's Requirements or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

11.3 If in addition to bidding on goods and/or services that meet the Requirements, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation. The City is not obligated to accept any alternatives. The City will determine what constitutes allowable variations.

**12.0 INSURANCE REQUIREMENTS**

12.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.

12.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.

12.3 The Contractor and each of its sub-contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

12.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.

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- 12.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 12.6 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance (Appendix D), certified copies of the policy shall be made available upon request. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to Risk Management at any time during the term of the Contract upon request.
- 12.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificate of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 12.8 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than two million dollars (\$2,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.

The policy of insurance shall:

- i. be on an occurrence form;
- ii. add the City and its officials, officers, employees and agents as additional insureds;
- iii. contain a cross-liability or severability of interest clause;
- iv. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

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- b) Motor Vehicle Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for all licensed vehicles owned or leased by the Contractor and are operated by the Contractor in connection with the Contract.
- c) Professional Liability Insurance shall be arranged from the date of execution of this Contract and for a period of two (2) years thereafter. The policy shall carry minimum limits of one million dollars (\$1,000,000) per claim, and one million dollars (\$1,000,000) annual aggregate insuring against loss or damage arising out of the professional services rendered by the Contractor, the Contractor's sub-contractors and their servants or employees including personnel on loan to the Contractor and personnel who perform normal services of the Contractor under this Contract.

The maximum deductible amount is ten thousand dollars (\$10,000). Payment of any deductible shall be the responsibility of the Contractor.

**13.0 WORKERS' COMPENSATION BOARD COMPLIANCE**

- 13.1 Within 7 days of the Notice of Award, the Contractor must provide evidence that it is registered and in good standing with WorkSafeBC.
- 13.2 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Contract.
- 13.3 The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 13.4 The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.
- 13.5 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
  - (i) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
  - (iii) any breach of the Contractor's obligations under this General Condition.

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Please mail back to Purchasing Services at the following address:

**To: City of Vancouver  
Courier Drop-Off Office  
1<sup>st</sup> Floor, Vancouver City Hall  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4**

**Attention: Alison Hall**

**SUBJECT: REQUEST FOR QUOTATION RFQ08043  
SUPPLY OF APPRAISAL SERVICES**

The undersigned bidder, having carefully read and examined the RFQ and having full knowledge of the requirements described herein, does offer to provide the goods and/or services in accordance with the specifications, terms and conditions set out in the RFQ (except as noted below) and the pricing shown below.

**PRICE SCHEDULE: -- SEE APPENDIX A - LIST OF BUILDINGS**

**COMPLETION DATE:**

Appraisals will need to be started by April 1st and completed by September 1st of each year.

Will comply: \_\_\_\_\_ Cannot Comply (explain): \_\_\_\_\_

**DEVIATIONS:**

Clearly identify any deviations to the requirements and specifications stated above and/or to the conditions stated in this request for quotation.

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**QUOTATION FORM AND SCHEDULE OF PRICES**

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**REFERENCES**

The following is a list of references for similar goods and/or services supplied by the Bidder to other clients. The Bidder agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Bidder's company and Quotation.

<b>Name and Address of Company</b>	<b>Contact Name and Telephone Number</b>	<b>Brief Description of Work and Date Performed</b>

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**SUB-CONTRACTORS**

The sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

**TERMS OF PAYMENT (If other than Net 30):** \_\_\_\_\_

**SCHEDULE OF RATES**

- Prices are to be quoted in Canadian currency (and exclusive of all taxes, F.O.B. destination to the Delivery Site(s), with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- Please indicate the anticipated project budget and estimated breakdown of costs based on the proposed work schedule.

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**TERMS AND CONDITIONS:**

By initialling below, the bidder acknowledges he has read and understands the terms, conditions and requirements set out herein and has identified any deviations or alternatives thereto; and if applicable, has provided an explanation of why he will not or cannot comply with any of the terms and conditions set out herein.

Will Comply: \_\_\_\_\_ Cannot Comply (explain): \_\_\_\_\_

Pursuant to and in compliance with this Request for Quotation and any addenda, the undersigned, being familiar with the documents, the site, conditions on site, contract service areas, the character of the equipment and materials needed to carry out and provide the equipment, goods, or services, and all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements, labour market, parking and other circumstances which may affect its quotation, hereby offers to supply the equipment, goods or services in accordance with the terms and conditions for the prices as set out herein.

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Signing Officer (please print)

\_\_\_\_\_  
Title (Please Print)

**Company:** \_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Key Contact Person (Please Print Name):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

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

**Incorporation Date:** \_\_\_\_\_

**City of Vancouver Business License No:** \_\_\_\_\_

(If your company is based in Vancouver)

**Workers Compensation Number:** \_\_\_\_\_

## **APPENDIX A**

### **LISTS OF BUILDINGS AND PRICE SCHEDULES**

**This Appendix will be provided at the Mandatory Information Meeting  
held on July 8, 2008 (see section 2.0)**



**APPENDIX B**

**INFORMATIONAL MEETING ATTENDANCE FORM**



CORPORATE SERVICES GROUP
Materials Management
Purchasing Services

Request for Proposal No. PS08075
Supply of Appraisal Services

To acknowledge your intent to attend the Proponents' Informational Meeting being held as per Part A Introduction, Section 2.0, and to ensure that you receive the required information, please submit this form to the person identified below by Friday, July 4th, 2008.

America Blasco
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

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

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

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

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

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

Our company WILL [ ] / WILL NOT [ ] attend the informational meeting for
"PS08075 - Supply of Appraisal Services"

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date

**APPENDIX C**

**CERTIFICATE OF EXISTING INSURANCE**



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND SUBMITTED ALONG WITH QUOTATION**

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

1. **THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4**  
*And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.*

**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 DBA DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**  
 INSURER \_\_\_\_\_ **Insured Values (Replacement Cost) -**  
 TYPE OF COVERAGE \_\_\_\_\_ Building and Tenants Improvement \$ \_\_\_\_\_  
 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 **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**  
 ✓ Cross Liability or Severability of Interest Per Occurrence \$ \_\_\_\_\_  
 ✓ Employees as Additional Insureds Aggregate \$ \_\_\_\_\_  
 ✓ Blanket Contractual Liability All Risk Tenant's Legal Liability \$ \_\_\_\_\_  
 ✓ Non-Owned Auto Liability Deductible Per Occurrence \$ \_\_\_\_\_

5. **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.*

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** **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", please specify the applicable Retroactive Date: \_\_\_\_\_*

8. **OTHER INSURANCE** **Limits of Liability**  
 TYPE OF INSURANCE \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
 INSURER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_  
 TYPE OF INSURANCE \_\_\_\_\_ **Limits of Liability**  
 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**



**APPENDIX D**

**CERTIFICATE OF INSURANCE**



**CERTIFICATE OF INSURANCE**

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.  
 Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

**MAILING ADDRESS:** \_\_\_\_\_

**LOCATION ADDRESS:** \_\_\_\_\_

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:** \_\_\_\_\_

3. **PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood)**  
**INSURED VALUES: (Replacement Cost)**  
 INSURER: \_\_\_\_\_ Building and Tenants Improvement: \$ \_\_\_\_\_  
 TYPE OF COVERAGE: \_\_\_\_\_ Contents and Equipment: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Deductible Per Loss: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
**Including the following extensions:**  
 Personal Injury  
 Products and Completed Operations  
 Cross Liability or Severability of Interest  
 Employees as Additional Insureds  
 Blanket Contractual Liability  
 Non-Owned Auto Liability  
**LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**  
 Per Occurrence: \$ \_\_\_\_\_  
 Aggregate: \$ \_\_\_\_\_  
 All Risk Tenant's Legal Liability: \$ \_\_\_\_\_  
 INSURER: \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_  
 Deductible Per Occurrence: \$ \_\_\_\_\_

5. **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.*

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. **OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit**  
 \_\_\_\_\_

8. **POLICY PROVISIONS:**  
*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
  - a) *The City of Vancouver, its 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;*
  - b) *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(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
  - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

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

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

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

## **APPENDIX E**

### **PROFESSIONAL LIABILITY CERTIFICATE**





PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – to be completed by City staff. Select # of days Written Notice is required.
Section 2 & 3 – to be completed by the Insurer or its Authorized Representative

- 1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

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", please 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

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

## **APPENDIX F**

### **PROFESSIONAL SERVICES AGREEMENT**

CITY OF VANCOUVER  
CONSULTING SERVICES FOR THE CITY OF VANCOUVER  
< >

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of the <> day of <>, 2008

BETWEEN:

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

(the "City")

OF THE FIRST PART

AND:

(the "Contractor")

OF THE SECOND PART

BACKGROUND:

- A. The City requires < >.
- B. The City and the Contractor have agreed to the following terms and conditions.

THE CITY AND CONTRACTOR NOW AGREE AS FOLLOWS:

**1.0 INTERPRETATION**

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

**"Affiliated Organizations"** means any legal entity or unincorporated association falling within any of the following categories:

- (a) non-profit corporations or unincorporated associations to whom substantial funding or subsidies are provided by the City,

- (b) any Affiliate of the City which provides services authorized or required by the *Vancouver Charter*,
- (a) governmental authorities to whom the City is required to provide administrative services as a result of provincial legislation mandating or authorizing the provision of such services.

“**Agreement**” means the agreement between the City and the Contractor as set out in the Contract Documents.

“**Business Day**” means a weekday (Monday to Friday) that is not a “holiday” as defined in the *Interpretation Act* of British Columbia.

“**Contract Documents**” means this Professional Services Agreement, Appendix A - Statement of Work, Appendix A.1 - Certificates of Insurance, and any amendments agreed to in writing by both parties.

“**Contractor**” means < >.

“**Deliverables**” means each component of the services to be provided by the Contractor, as further defined in < >.

“**Laws and Regulations**” has the meaning set out in Section 2.4.

“**Material**” has the meaning set out in Section s.17.1 (a).

“**Proprietary Information**” has the meaning set out in Section 17.3 (a).

“**Services**” has the meaning set out in Section 2.1.

“**Term**” means the term of this Agreement as specified in Section 12.

“**WorkSafe BC OH&S Regulation**” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (British Columbia Regulation 296/97, as amended by British Columbia Regulation 185/9) enacted pursuant to such Act, including all amendments to or re-enactments of such Act or Regulations from time to time.

- 1.2 The terms and conditions of this Agreement including all Appendices are complementary and what is called for by one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the terms and conditions of this Agreement, such terms and conditions will take precedence and govern in the following order of priority, from highest to lowest:

- 1.2.1 this Professional Services Agreement;
- 1.2.2 Appendix A - Statement of Work; and
- 1.2.3 Appendix B - Certificates of Insurance.

- 1.3 The section headings used in this Agreement are for convenience of reference only and do not affect its interpretation.

## 2.0 CONTRACTOR'S SERVICES TO THE CITY

- 2.1 The Contractor will provide and be fully responsible for the services (collectively, the "Services") as described in Appendix "A" - Statement of Work.
- 2.2 The Contractor will be fully responsible for:
- 2.2.1 taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Section 8.0 - *Insurance*; and
  - 2.2.2 adhering to the project schedule and deliverable deadlines for the Services as described in the project schedule (the "Project Schedule") attached as Appendix "C".
- 2.3 The Contractor represents and warrants to the City that the Contractor possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Contractor will perform the Services: (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered; (b) in accordance with sound current professional practices and design standards; and (c) in conformance with any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and courts having jurisdiction (collectively, "Laws and Regulations") applicable at the time the Services are rendered.
- 2.5 The Contractor will commence the Services promptly and will use every reasonable endeavour to carry out the Services in such a manner so as to fulfill the completion dates (a) set out in this Agreement, and (c) where no such dates are set out in this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Contractor agrees that in the event the Contractor does not complete the Services to the reasonable satisfaction of the City during the term of this Agreement, the Contractor will spend such additional time (at its own expense) as is reasonably required to complete the Services.

## 3.0 SUB-CONTRACTORS

- 3.1 The Contractor may not engage Sub-Contractors for the performance of any part of the Services, unless the Contractor has first obtained the written consent of the City, which consent may be arbitrarily withheld.

- 4.3 The Contractor will administer, coordinate, and manage all Services provided by any Sub-Contractors, and will assume full responsibility to the City for all work performed by the Sub-Contractors in relation to the Services and will pay all fees and disbursements of all Sub-Contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Contractor.
- 4.4 Where a Sub-Contractor is used by the Contractor under this Agreement, the Contractor will legally bind the Sub-Contractor to comply with this Agreement.
- 4.5 Nothing in this Agreement will create any contractual relationship between a Sub-Contractor and the City.

## 5.0 BASIS OF PAYMENT TO THE CONTRACTOR

- 5.1 In consideration of the Services performed by the Contractor to the reasonable satisfaction of the City and in strict conformity with the terms of this Agreement, the City will pay the Contractor the fees and reimbursable expenses set out in this Agreement, plus the Goods and Services Tax as applicable.
- 5.2 Subject to the other terms of this Agreement, payment to the Contractor will be based on:
- 5.2.1 days worked by the Contractor in providing the Services multiplied by the daily charge-out rates set out in the Statement of Work, and
- 5.2.2 the direct out-of-pocket expenses necessarily incurred in providing the Services and expressly permitted to be charged separately under this Agreement.
- 5.3 Despite anything to the contrary in this Agreement,
- 5.3.1 the maximum total of the fees and disbursements to be paid by the City to the Contractor for each Deliverable will not exceed the amounts set out in the Statement of Work for that Deliverable, and
- 5.3.2 as this is a “time and materials” contract (subject to a maximum fees and disbursements limit) and no portion of this Agreement is a “fixed price” contract for Services, accordingly:
- 5.3.2.1 where the aggregate of the time and materials utilized by the Contractor to deliver each Deliverable is less than the maximum amounts set out in the Statement of Work, the City will only pay for the aggregate of the time and materials at the hourly rates and reimbursable disbursement amounts set out in this Agreement; and
- 5.3.2.2 where the aggregate of the time and materials utilized by the Contractor to deliver each Deliverable exceeds the maximum amounts set out in the Statement of Work, the City will only pay the maximum amount applicable for that Deliverable in the Statement of Work.

However, where some Deliverables are “under budget” and other Deliverables are “over budget”, the Contractor may be permitted (subject to approval by the City’s Project Manager, which approval shall not be unreasonably withheld) to transfer its time or material expenses between any of the different Deliverables referred to in the Statement of Work.

5.4 **Despite anything to the contrary contained in this Agreement, except for Section 6, the maximum liability of the City for all fees and disbursements for the complete Services will be the “Total Maximum Fees & Expenses” set out in the Table in Section 4 of the Statement of Work.**

5.5 Where additional fees or disbursements are to be paid by the City to the Contractor for increases in the scope of the Services provided by the Contractor, they will not exceed the amount mutually agreed in writing pursuant to Section 6.0. The maximum amounts on fees and disbursements as set out in Statement of Work will in no way diminish the duties and obligations of the Contractor to provide the Services covered by this Agreement.

5.6 Subject to the maximum liability of the City under the Statement of Work, disbursements for which the City will reimburse the Contractor will be limited to the following:

Transportation costs, including travel time, and accommodation for all the Project Team members to meetings requested by the City at locations other than the Contractor’s offices to a maximum of \$0.41 per kilometre.

5.6.1 Long distance telephone calls, telegrams and telex.

5.6.2 Photocopies to a maximum of \$0.20 per page.

5.6.3 Delivery of correspondence by courier, where this method of delivery has been requested by the City.

Reimbursement of these expenses by the City 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 Contractor’s fees.

5.7 If the Contractor has engaged Sub-Contractor(s) pursuant to Sections 3.0 and 4.0 above, then the Contractor will make full payment to those Sub-Contractor(s) for work performed in relation to the Services.

5.8 Where the City and Contractor have expressly stated in the Statement of Work (or by subsequent written agreement or amendment to the Statement of Work) that certain Services to be performed by a Sub-Contractor are to be paid for separately from the other Services, the City will reimburse the Contractor for payments made to such Sub-Contractor(s) at amounts equal to the actual payments made to that Sub-Contractor by the Contractor without any additions for overhead and profit.

- 5.9 The Contractor will submit invoices to the City on or before the 10th day of each month. Each invoice will list the name, hours worked and pay rates of the Contractor that has provided services for each Deliverable that month, the total amount of previous payments made by the City for that Deliverable, and the percentage completion for each Deliverable. Each invoice will show separately the applicable amount of the Goods and Services Tax and the Provincial Sales Tax.

Attached to each invoice will be copies of: (a) invoices for all disbursements claimed categorized according to Deliverable; (b) confirmation of payments made to Sub-Contractor(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.

The City will pay the Contractor on a time and materials basis within the periods set out in section 5.11 below.

- 5.10 Despite anything to the contrary in this Agreement, the City will never be obligated to pay the Contractor a greater percentage of total fees and disbursements than the degree of percentage completion of each Deliverable as set out in the Statement of Work.
- 5.11 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Contractor's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 days of approval.
- 5.12 The Contractor will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. All such accounts and records will not be disposed of by the Contractor without the prior written consent of the City. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Contractor and by such other means as will be reasonably necessary or advisable.
- 5.13 Subject always to the maximum disbursements limit set out in each SOW, the City also agrees to reimburse the Contractor for the reasonable travel and living expenses incurred by the Contractor's employees and third party contractors directly as a result of the performance of Services rendered under a Statement of Work for required travel outside the metropolitan area of the employee's or third party contractor's usually assigned principal office of employment with the Contractor. The Contractor will ensure that the City is aware of such required travel by entering (1) the name and the location to and from which the Contractor's individual must travel in the SOW, and (2) the estimated number of nights that individual must stay in the Greater Vancouver area in order to perform the Services. In no event will the City be obligated to pay for travel time (except where expressly approved in advance by the City in a SOW). The maximum limits of "reasonable travel and living expenses" will be those which are applied from time to time by the City's travel policy for its own employees.



## 6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City may, from time to time and at any time on prior written notice of not less than five days to the Contractor, vary the scope of Services to be provided by the Contractor. The changes in scope of Services will be delivered in writing to the Contractor, c/o Marco Pasin. In that case and where this Agreement contains a delivery date(s) and/or limit(s) as to the maximum fees and disbursements to be paid to the Contractor in the Statement of Work for all or any part of the Services, such delivery date(s) and/or limit(s) will be adjusted as agreed to by both parties in writing, and failing agreement, as reasonably determined by the City.
- 6.2 Should the Contractor consider that any request or instruction from the City constitutes a change in the scope of Services, the Contractor shall so advise the City within ten days (in writing) of such request or instruction. Without said written advice within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Contractor.

## 7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Contractor now releases the City, its officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, Sub-Contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Contractor acknowledges that the Contractor has inspected the site, agrees to accept the site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Contractor to perform the Services.
- 7.3 Despite the provision of insurance coverage by the City, the Contractor hereby agrees to indemnify and save harmless the City, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor, Sub-Contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the City or its officers, employees or agents.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

## 8.0 INSURANCE REQUIREMENTS

- 8.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.
- 8.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.
- 8.3 The Contractor and each of its sub-contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 8.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 8.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 8.6 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance (Appendix D), certified copies of the policy shall be made available upon request. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to Risk Management at any time during the term of the Contract upon request.
- 8.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificate of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 8.8 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury

including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than two million dollars (\$2,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.

The policy of insurance shall:

- i. be on an occurrence form;
  - ii. add the City and its officials, officers, employees and agents as additional insureds;
  - iii. contain a cross-liability or severability of interest clause;
  - iv. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b) Motor Vehicle Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for all licensed vehicles owned or leased by the Contractor and are operated by the Contractor in connection with the Contract.
- c) Professional Liability Insurance shall be arranged from the date of execution of this Contract and for a period of two (2) years thereafter. The policy shall carry minimum limits of one million dollars (\$1,000,000) per claim, and one million dollars (\$1,000,000) annual aggregate insuring against loss or damage arising out of the professional services rendered by the Contractor, the Contractor's sub-contractors and their servants or employees including personnel on loan to the Contractor and personnel who perform normal services of the Contractor under this Contract.

The maximum deductible amount is ten thousand dollars (\$10,000). Payment of any deductible shall be the responsibility of the Contractor.

## 9.0 WORKSAFE BC

- 9.1 The Contractor agrees that it shall procure in British Columbia and carry and pay for, full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Contractor is registered in good standing with WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC

assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by the WorkSafe BC.

- 9.3 With respect to any and all Services provided by the Contractor or its sub-Contractors/subcontractors at the City's site(s), the Contractor is now appointed and now accepts appointment as the "prime contractor", as defined by the *Workers Compensation Act* (British Columbia) and its associated regulations (the "WorkSafe BC OHS Regulation"), for the purposes of this Agreement, but only with respect to the Contractor's and its sub-Contractors'/subcontractors' employees, contractors and agents, and only with respect to the WorkSafe BC OHS Regulation that applies to their conduct independently of the City's compliance with the WorkSafe BC OHS Regulation that applies to the condition or contents of the City's site(s).

#### 10.0 CITY INFORMATION/APPROVALS

- 10.1 The City acknowledges that the Contractor's ability to provide the Services in accordance with this Agreement will be dependent on the City providing the City Resources in a prompt and timely manner as reasonably required by the Contractor. To the extent that the City fails to provide the City Resources, the Contractor will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will this delay or failure to provide City Resources constitute a breach of this Agreement by the City, nor will the Contractor be entitled to extra compensation for same.
- 10.2 No reviews, approvals or inspections carried out or information supplied by the City Resources will derogate from the duties and obligations of the Contractor (with respect to design or otherwise), and all responsibility related to the Services will be and remain with the Contractor.

#### 11.0 COMMUNICATION BETWEEN CONTRACTOR AND CITY

- 11.1 The City appoints < >, as the contact for the purposes of this Agreement.
- 11.2 The Contractor appoints < > as its representative for the purposes of this Agreement.
- 11.3 All material communication between the Contractor and the City regarding this Agreement, including performance of the Services, will be between the City's contact and the Contractor's representative.

#### 12.0 TERM OF AGREEMENT

- 12.1 The Term of this Agreement will commence on < > and will expire on < >.

**13.0 TERMINATION**

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Contractor in whole or in part by giving 10 calendar days prior written notice (signed by the City's contact) to the Contractor. If termination is not for cause, the Contractor will be paid at the rate prescribed for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Contractor's "necessary and reasonable wind up costs incurred" pursuant to Section 13.1 exceed \$3,000.

**14.0 ASSIGNMENT**

- 14.1 The Contractor will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Contractor will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Contractor have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Contractor, provided always that the Contractor:
- 14.1.1 first provides the City with reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- 14.1.2 first provides the City with a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

**15.0 CONFIDENTIALITY**

- 15.1 The Contractor acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which are confidential to the City, and such information is the exclusive property of the City. The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor, and agrees not to disclose same to any third party either during performance of the Services or after the Services have been rendered under this Agreement except as may be necessary to perform the Contractor's obligations under this Agreement.

**16.0 NO PROMOTION OF RELATIONSHIP**

- 16.1 The Contractor must not disclose or promote its relationship with the City, 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 City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

**17.0 OWNERSHIP OF DOCUMENTS AND COPYRIGHT****17.1 Ownership of Intellectual Property**

- (a) All training materials, drawings, audiovisual materials, information, computer systems, software or programs, plans, models, designs, specifications, reports and other documents or products produced, modified, enhanced, developed or implemented by the Contractor, its employees and Contractors as a result of the provision of the Services (the "Material") shall be the sole property of the City, and the City shall have the right to utilize all of the Material for its benefit in any way it sees fit, subject to the Contractor's Intellectual Property Rights.
- (b) All proprietary and intellectual property rights (the "Contractor Intellectual Property Rights") in any the Contractor Intellectual Property incorporated or embedded in the Material, or used to provide the Services, will remain the exclusive property of the Contractor and/or its licensors. The "Contractor Intellectual Property" means
- (i) 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 Contractor prior to the provision of the Services under this Agreement, and
- (ii) all corrections, improvements and enhancements thereto.
- (c) The Material shall be delivered by the Contractor to the City forthwith following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request.
- (d) The Contractor hereby transfers to the City title in and to any of the Material and assigns to the City sole copyright in the Material and waives, in favour of the City and its Affiliated Organizations only, all moral rights thereto. The Contractor agrees that title to the Material is to be considered to have been transferred, and any copyright in

the Material is to be considered to have been assigned by the Contractor to the City upon creation of the Material. the Contractor shall obtain in writing, from its employees and Contractors and from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgments necessary to transfer title to and copyright in the Material to the City and to waive the moral rights in respect thereof.

- (e) The Contractor hereby represents and warrants that the Material will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

### 17.2 Perpetual Enterprise License of the Contractor Intellectual Property

The Contractor now grants to the City and each of its Affiliated Organizations a perpetual, fully paid-up, non-exclusive license to use any the Contractor Intellectual Property incorporated or embedded in the Material for all purposes.

### 17.3 Confidential and Proprietary Information

- (a) *Contractor's Confidential and Proprietary Information - Defined*

The City now recognizes that for the purposes of this Section 17, "Proprietary Information" means, with respect to the Contractor, the Contractor Intellectual Property 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 Contractor Intellectual Technology including the structure sequence and organization, and any benchmark or survey results, and any other information reasonably identifiable in writing as the confidential or proprietary information of the Contractor.

- (b) *City's Confidential and Proprietary Information - Defined*

The Contractor now recognizes that for the purposes of this Section 17, "Proprietary Information" means, with respect to the City,

- the Material and all City-owned or licensed software or proprietary information including, by way of example only, City-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,
- any and all information obtained by the Contractor from the City or its affiliated organizations through the course of carrying out this Agreement, including any compilations of otherwise public information,
- any and all information the disclosure of which is restricted by the *Protection of Privacy and Freedom of Information Act*, and

- any other information reasonably identifiable in writing as the confidential or proprietary information of the City.

(c) *Restrictions/Limitations on What is Proprietary Information*

For further certainty, "Proprietary Information" excludes any part of such information which:

- (i) is or becomes publicly available through no act or failure of the recipient party, or
- (ii) 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
- (iii) 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
- (iv) is compelled to be disclosed pursuant to law, provided that the party potentially prejudiced by such process is promptly notified by the recipient party and given any available opportunity to obtain a protection order or other remedy against disclosure and that if so compelled, the recipient party being ordered to disclose shall only furnish that portion of the Proprietary Information that it is legally required to furnish.

**17.4 Obligations of Recipient Party**

- (a) The Contractor and the City 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 City and the Contractor 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 City and the Contractor will obtain from that third party a written acknowledgment that the third party will be bound by this Section 17.4(b) with respect to the Proprietary Information. The Contractor and the City 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 or public interest value.



### 17.5 Appendices

Subject always to Section 1.2, the following Appendices are deemed to be attached to and will form an integral part of this Agreement, whether or not actually attached to this Agreement:

Appendix A - Statement of Work

Appendix B - Certificates of insurance

Appendix C - Project Schedule

### 17.6 Surviving Provisions

Despite the expiry or sooner termination of this Agreement, those terms and conditions which are intended or are in their context capable (whether or not expressly) of operating afterwards will continue in full force and effect. Without limiting the generality of this Section (unless the City elects otherwise), the perpetual license granted by the Contractor to the City will not terminate, but will survive the expiry or sooner termination of this Agreement.

## 18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Contractor will be sufficiently given if delivered in writing by the City's contact to the Contractor's representative personally or, if mailed, by registered mail to the last known address of the Contractor.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Contractor's representative to the City's contact personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's contact).

## 19.0 NO CONFLICT OF INTEREST

- 19.1 The Contractor agrees that during the Term of this Agreement, the Contractor will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Contractor's. Without limiting the general scope of this Section 20.1 and by way of example only, the Contractor is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a Request for Proposal or Tender or otherwise giving that person an unfair competitive advantage over other proponents responding to a Request for Proposals or Tender by the City. The Contractor now acknowledges that a breach of this Section 20.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act (Canada)* and *Criminal Code of Canada*, and accordingly, could be punishable as a crime (as well as a breach of contract).

- 19.2 The Contractor now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Contractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is (a) an elected official or employee of the City or (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

#### **20.0 COMPLIANCE WITH LAW**

- 20.1 The Contractor will comply with the City of Vancouver License By-law and maintain a valid Business License throughout the duration of the Agreement.
- 20.2 The Contractor agrees that it will obey all laws and by-laws whether municipal, provincial or federal.

#### **21.0 RESOLUTION OF DISPUTES**

This Agreement will be governed by the laws of the Province of British Columbia and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

#### **22.0 INDEPENDENT CONTRACTOR**

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

#### **23.0 INDEPENDENT LEGAL ADVICE**

The Contractor acknowledges that the Contractor has been advised to seek independent legal advice before executing this Agreement.

#### **24.0 LEGALLY BINDING AGREEMENT**

- 24.1 This Agreement will benefit and be legally binding on the parties and their successors and permitted assigns.
- 24.2 This is the entire agreement between the Contractor and the City regarding its subject, and it terminates or nullifies any negotiations, other agreements or representations made by or between the Contractor and the City. Any modification of this Agreement must be in writing and executed by both the Contractor and the City.

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

**CITY OF VANCOUVER**

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