

**REQUEST FOR QUOTATIONS NO. PS20191199 (the “RFQ”)
IN RESPECT OF THE CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS**

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 12:00 p.m., Vancouver Time (as defined in Note 3 below), on Thursday, October 17, 2019 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS20191199 – City Hall 2L Human Resources Office Renovations – [*Vendor name*]
 - Document format for submissions:
 - Quotation Form in PDF format – one (1) combined PDF file
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Gamaliel.Martinez@Vancouver.ca; do not deliver a physical copy to the City of Vancouver
 - Submitting the files via Drop Box, File Transfer Protocol (FTP), or similar programs, is not acceptable
2. Quotations must be marked with the vendor’s name and the RFQ title and number.
3. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
4. DO NOT SUBMIT QUOTATIONS BY FAX
5. All queries related to this RFQ should be submitted in writing to the attention of:

Gamaliel Martinez, Contracting Specialist
Email: Gamaliel.Martinez@Vancouver.ca
(the “**Contact Person**”)

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
TABLE OF CONTENTS

INSTRUCTIONS TO VENDORS	Pages 1 – 6
1.0 Introduction and Submission Instructions	
2.0 Sustainability	
3.0 Inquiries	
4.0 Information Meeting	
5.0 Pricing	
6.0 Work Site	
7.0 Work Schedule	
8.0 Quantities	
9.0 Terms of Payment	
10.0 Contracting	
11.0 Alternatives / Deviations	
12.0 Evaluation Criteria	
13.0 No Claims Against the City	
14.0 Conflicts/Collusion/Lobbying	
15.0 Insurance and Workers' Compensation Coverage	
QUOTATION FORM	Pages QF1 – QF6
APPENDIX 1 – REQUIREMENTS	Pages A1-1 – A1-6
APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE	Page A2-1
APPENDIX 3 – FORM OF AGREEMENT	Pages AGT1 – AGT80
APPENDIX 4 – INSURANCE FORMS	Pages A4-1 (3 Attachments)
APPENDIX 5 – NON-DISCLOSURE AGREEMENT	Pages A5-1 - A5-4

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
INSTRUCTIONS TO VENDORS

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into a contract in respect of the Vancouver City Hall second floor Human Resources office renovations in Vancouver, British Columbia. Such contract is intended to be in the form of a “Construction Agreement” attached hereto as Appendix 3.
- 1.2 The purpose of this RFQ is to select a vendor with the capability and experience to efficiently and cost-effectively perform and complete the Work (as defined in Appendix 1 - Requirements).
- 1.3 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements and scope of the Work.
- 1.4 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.5 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.6 Vendors should submit quotations on the form provided. 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 may result in the vendor’s quotation being set aside and given no further consideration.
- 1.7 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 SUSTAINABILITY

- 2.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City’s approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected.
- 2.2 Each vendor is expected to: (a) complete the form attached as Appendix 2 and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
INSTRUCTIONS TO VENDORS

3.0 INQUIRIES

- 3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the Contact Person named on the cover page of this RFQ no later than October 10, 2019. If required, an addendum or amendment will be issued to all vendors.
- 3.2 Any communication to City staff other than the contact person regarding the content of this RFQ may lead to disqualification of the vendor from this RFQ process, at the City's sole discretion.

4.0 INFORMATION MEETING

- 4.1 An information meeting ("Information Meeting") has been scheduled as follows:

Date: Thursday, October 3, 2019
Time: 2:30 p.m., Vancouver time
Location: 453 West 12th Avenue (2nd Floor, Human Resources Office), Vancouver

Vendors are asked to meet five (5) minutes prior to the commencement of the Information Meeting on the main level at City Hall by the Security Desk.

Vendors should confirm in writing to the Contact Person their intent to attend the Information Meeting prior to October 2, 2019, and where possible, should submit their questions in advance.

5.0 PRICING

- 5.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* ("**PST**"), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* ("**GST**"), where applicable, except where expressly requested to the contrary.
- 5.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it enters into agreement with a successful vendor, if any, it will do so between approximately October 28 and November 1, 2019; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 5.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.
- 5.4 Prices are to be quoted in Canadian currency.

6.0 WORK SITE AND RFQ SUPPLEMENTAL DOCUMENTS

- 6.1 The successful vendor, if any, will be asked to perform the Work on the second floor at 453 West 12th Avenue in Vancouver, British Columbia (the "**Site**"). Refer to the Drawings and Schematics as described in Appendix 1 - Requirements for a detailed description of the Site.

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
INSTRUCTIONS TO VENDORS

6.2 The RFQ Supplemental Documents referred to in Appendix 1, Section 10 will be provided to each vendor that requests them subject to such vendor completing, signing and submitting a non-disclosure agreement in the form provided as Appendix 5 hereto. The fully executed non-disclosure agreement should be emailed to the Contact Person prior to the deadline for inquiries described in Section 3.1, above.

7.0 WORK SCHEDULE

7.1 Vendors are asked to provide a preliminary schedule for the completion of the Work. The City may give precedence to vendors who can meet the following key dates:

Start of the work:	November 4, 2019
Completion:	June 30, 2020

8.0 QUANTITIES

8.1 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required but are provided as best estimates.

9.0 TERMS OF PAYMENT

9.1 The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 3; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.

9.2 If a vendor is selected as a successful vendor and a contract is entered into with the City, the vendor agrees that all payments to be made by the City will be by electronic funds transfer, and the vendor will provide the City with the necessary banking information to facilitate this process.

10.0 CONTRACTING

10.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor, if any, to propose the entry into a contract in the form of Appendix 3.

10.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.

10.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
INSTRUCTIONS TO VENDORS

- 10.4 The successful vendor, if any, will be required to provide the City with each of the following documents within two (2) business days from receipt of notice to enter into agreement:
- (a) a WorkSafeBC number and a copy of a “clearance letter” confirming that the vendor is in WorkSafeBC compliance;
 - (b) a copy of the vendor’s valid City of Vancouver business licence or, if applicable, a copy of the Tenderer’s valid Metro West Inter-municipal business license;
 - (c) the vendor’s banking details to support payments by Electronic Funds Transfer (EFT); and
 - (d) completed and signed certificates of insurance (in the forms attached as a schedule to this Quotation Form) indicating that all of the insurance coverage required by the form of agreement is in place.

11.0 ALTERNATIVES / DEVIATIONS

- 11.1 If a vendor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in the vendor’s quotation. The City may elect to consider and/or accept an offer of goods or services that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant vendor’s quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.

12.0 EVALUATION CRITERIA

- 12.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors’ past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 12.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 12.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

13.0 NO CLAIMS AGAINST THE CITY

- 13.1 In submitting a quotation, the vendor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into an agreement or an agreement imposing any duty of fairness on the City;
 - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor’s or any other vendor’s quotation in any

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
INSTRUCTIONS TO VENDORS

particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 13.1(c);

- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 13.1(c).

14.0 **CONFLICTS/COLLUSION/LOBBYING**

14.1 Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- an elected official or employee of the City; or
- related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the vendor's quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

14.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

14.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

14.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
INSTRUCTIONS TO VENDORS

with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

- 14.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

15.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

- 15.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.
- 15.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration status.

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
QUOTATION FORM

ATTENTION: GAMALIEL MARTINEZ

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20191199 (THE "RFQ")

The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

1.0 PRICES:

Vendors should complete Table 1 – Total Fees and Disbursements for the Work attached hereto in Microsoft Excel format (the "**Pricing Form**").

Unless otherwise specified by the vendor, quoted prices provided under this Section 1.0 – Prices, including prices provided in the Pricing Form, are provided in accordance to Section 8.0 (Payment Terms) in the INSTRUCTIONS TO VENDORS section of the RFQ.

Submission instructions:

Vendors should complete the form as follows:

- (1) Enter vendor name at the top of the form;
- (2) Enter date (in the format described therein);
- (3) Column C: for each project deliverable, provide a description of the relevant activities (for example, "Electrical" or "Architectural");
- (4) Column D: identify and enter the relevant project team member involved in the delivery of each deliverable (for example, "Electrical Contractors R Us");
- (5) Column E: for each deliverable, enter the estimated amount of hours allocated for the completion and delivery of the deliverable;
- (6) Column F: for each project deliverable, enter the estimated amount of disbursements;

Note: Column G (Total Fees) and Column H (Total Fees and Disbursements) are automated calculating fields.

Vendors should submit their completed Pricing Form in Excel format and unlocked.

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
QUOTATION FORM

Table 2 – Key Personnel Hourly Rates for Additional Services

Vendors should complete the following table setting out the all-inclusive hourly rates for all applicable categories of labour and disciplines for additional services, and which rates will then apply pursuant to any Contract. The hourly rates must be inclusive of all taxes except for GST, and all assessments, benefits, small tools, overhead and profits.

Item	Key Personnel	Role	Regular Rate	Overtime Rate
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$
7.			\$	\$
8.			\$	\$
9.			\$	\$
10.			\$	\$

Table 3 – Key Personnel Experience

Vendors should complete the following table and describe the extent to which their proposed key personnel meet the requirements described in Section 4 and Section 7 of Appendix 1.

Item	Key Personnel	Company	Role and Responsibilities	Years of Related Experience
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Vendors should provide examples of recently completed projects that are in similar scope.

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
QUOTATION FORM

ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES:

Are there alternate goods or services suggested by the vendor? If yes, list them and their price(s), and describe them below:

Table 4 – Alternates and Additional Goods or Services

Item	Description	QYT	Unit of Measure	Price (including PST)
1.		1		\$
2.		1		\$
3.		1		\$
4.		1		\$
5.		1		\$

DESCRIPTIONS OF GOODS AND SERVICES:

(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)

2.0 TIME LIMITATIONS ON PRICING:

(Indicate any such limitations in the spaces provided or state that there are none. See Section [5.24.2](#) of the RFQ's Instructions to Vendors.)

[End of page]

3.0 PRELIMINARY PROJECT SCHEDULE

Vendors should complete the following Table 5 to propose their completion dates for each milestone identified therein.

Table 5 – Preliminary Project Schedule

PROJECT MILESTONES		
	MILESTONE	COMPLETION DATE
1.	Consultant Start	
2.	Pre-Design (program confirmation) Completion	
3.	Schematic Design Completion	
4.	Design Development Review at 75% Completion	
5.	Contract Documentation Completion	
6.	Issue for Tender	
7.	Phase 1 - Construction Start (2 nd Floor East Side)	
8.	Phase 1 - Substantial Completion (2 nd Floor East Side)	
9.	Phase 2 - Construction Start (2 nd Floor West Side)	
10.	Phase 2 - Substantial Completion (2 nd Floor West Side)	

(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)

4.0 SUSTAINABILITY

Please indicate in this Section 5.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.

5.0 TERMS OF PAYMENT

(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)

6.0 CONFLICTS/COLLUSION/LOBBYING

(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
QUOTATION FORM

7.0 TERMS AND CONDITIONS

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration status.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

Company Legal Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Date and Jurisdiction of Incorporation: _____

City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.): _____ WorkSafeBC Registration No.: _____

**APPENDIX 1
REQUIREMENTS**

1. Overview

The City of Vancouver (the “City”) has identified a business opportunity for a successful vendor, if any, to provide professional Architectural Prime Consulting services for office renovations to City Hall, 453 W 12th Avenue, Second (2nd) floor.

2. Background

The City is undertaking renovations to the second (2nd) floor at City Hall, 453 W 12th Avenue. This is approximately 11,400 square feet of office space which is required to accommodate growth in miscellaneous City departments. The primary tenants will be the City’s Human Resources Department, and City Plans. It is anticipated that approximately 100 staff will occupy this space.

The work site (“**Work Site**”) is located at City Hall, 453 W 12th Avenue, 2nd floor, and the work consists of the following two phases:

- Phase 1: City Hall, 2nd floor, East side, Human Resources new office renovation
- Phase 2: City Hall, 2nd floor, West side, City Plans new office renovation

The Work Site is part of a Heritage Building constructed in 1936.

3. Project Timeline

The City envisions completing this project within the following timeline:

PROJECT MILESTONES		
	MILESTONE	COMPLETION DATE
1.	Consultant Start	November 2019
2.	Pre-Design (Program Confirmation) Completion	End of November 2019
3.	Schematic Design Completion	Early December 2019
4.	Design Development Review at 75% Completion	Mid-December 2019
5.	Contract Documentation Completion	Early January 2020
6.	Issue for Tender	Mid-January 2020
7.	Phase 1 - Construction Start (2 nd Floor East Side)	Mid-February 2020
8.	Phase 1 - Substantial Completion (2 nd Floor East Side)	April 2020
9.	Phase 2 - Construction Start (2 nd Floor West Side)	May 2020
10.	Phase 2 - Substantial Completion (2 nd Floor West Side)	End of June 2020

Key dates for Phase 2 are approximate dates at this time, however, the City expects to finalize a more detailed schedule with the successful vendor towards the completion of Phase 1.

4. **Architectural Prime Consultant Team's Qualifications**

The successful vendor, if any, will act and be the prime consultant of record, and its team at a minimum will consist of the following disciplines:

- (a) Architectural;
- (b) Mechanical;
- (c) Electrical,
- (d) Fire Suppression,

and other disciplines may include:

- (e) Interior design; and
- (f) Building code consultant.

The City will provide representatives from each of the following departments as part of the project team:

- Information Technology
- City Protective Services (Security)
- Facilities Planning Interiors
- Environmental Services
- Commissioning Services Provider

5. **Basic Services**

The consulting services (the "**Basic Services**") to be provided by the architectural prime consultant for the project include, but are not limited to:

(a) Pre-Design

Confirm existing site conditions and conduct building code review. Confirm end-user programmatic requirements. Examine existing base building mechanical, electrical and fire protection system capacity to confirm scope of work.

(b) Design Development

Finalize design and construction phasing strategies.

(c) Contract Documentation

Deliver drawings and specifications for tenant improvements. In addition, the contract documents shall be prepared to allow the general contractor to be able to breakdown the bid for two phases. Tender documents are to be prepared for a single tender process.

(d) Construction Administration

Provide construction administration services, including but not limited to shop drawing reviews, field reviews, site meetings, clarifications and supplemental information, progress payment reviews, certificates of payments, contemplated changes, substantial performance, letters of assurance, and occupancy permit application.

(e) Contract Closeout

Provide contract close out services, including but not limited to record drawings in PDF (Portable Document Format) and CAD (Computer-Aided Design) format, and review of warranties, operation and maintenance manuals, and a one-year warranty period field review.

(f) Other Services

Provide all other services described in Appendix 3 – Form of Agreement.

6. Approvals

The City will require prior review and written sign-off of the design and construction documents for each package at the following milestones:

- (a) Schematic Design Completion
- (b) Design Development Completion
- (c) Construction Documents at 50% and 95% Completion

7. Statement of Requirements

Vendors, and each of their proposed sub-consultants, must have related experience preferably obtained within the previous five (5) years in each of the following areas:

- (a) Development and building permit application processes under the Vancouver Zoning and Development By-law, and the Vancouver Building By-law;
- (b) Building and tenant improvements of a similar scope and scale; and
- (c) Programming and space planning for public institutions.

Preference will also be given to vendors, and each of their proposed sub-consultants, with recent experience (preferably within the previous five (5) years) in:

- (d) Programming government facilities with multiple user groups;
- (e) LEED Gold certified projects and/or projects demonstrating passive energy use reduction;
- (f) Experience with non-code confirming ages buildings; and
- (g) Timely and/or creative project delivery.

Vendors should describe the extent to which they meet the above requirements, including providing examples, in their quotations as described in Section 1.0, Table 3 of the Quotation Form.

The Quotation Form should include for the vendor and each proposed sub-consultant: firm qualifications demonstrating experience with similar projects; names of key personnel and their respective roles for this project; and references.

The successful vendor (that is, the Architect) will act as Coordinating Registered Professional for the purposes of City of Vancouver Building By-law requirements.

8. Scope of Work

The scope of work includes interior renovations of approximately 11,400 square feet of existing office space. The successful vendor, if any, will be required to:

- (a) work with City Facilities Planning Project Manager, the City Information Technology Project Manager, a City Security Co-ordinator, Commissioning Services Provider and a representative from each of the civic departments being relocated to this location. A functional program will be provided to the successful vendor upon the entry of a contract. The functional programming will need to be updated to reflect the current needs of the user groups;
- (b) work with the City's representative(s) in coordinating work with base building systems;
- (c) evaluate site conditions and prepare base drawings of existing project area with limited available PDF/CAD record drawings. Architectural, Mechanical and Electrical CAD drawings are available;

The scope of the tenant improvement work may include but is not limited to the following:

- (d) demolition of interior architectural, mechanical, and electrical components/systems as may be required;
- (e) installation of new interior architectural components/systems such as partitions, millwork, floor, wall and ceiling finishes where required;
- (f) installation of new and/or repair and repurpose of existing mechanical and electrical components/systems including HVAC, plumbing, lighting and power;
- (g) connection to the existing building HVAC and electrical system;
- (h) connection to the existing building fire alarm system and connection to existing and/or installation of new security systems;
- (i) coordination of systems furniture installation supplied by the City; and
- (j) installation of code required signage only.

9. Deliverables

Pursuant to and subject to the terms of the Form of Agreement (Appendix 3), the successful vendor will deliver each of the following deliverables:

- (a) meeting minutes of Design Phase Meetings with the City, user groups and/or tenants and sub-consultants;
- (b) documents at all stages of the work, including schematic, illustrative, permit applications (such as Development and/or Building Permit), tender, issued for construction and record drawings. Progress drawings at various stages of completion shall be submitted for the City's review and comments at scheduled intervals;
- (c) specifications as part of the contract documents (with drawings and schedules), which may include using the applicable City specifications and modifying to suit the project;

- (d) sealed drawings to be in AutoCAD and PDF format, except illustrative drawings;
- (e) provide advice to the City as required on any and all stages of the engagement;
- (f) documents at construction phase, such as Field Review Reports, Certificate of Payments, Contemplated Change Orders, Site Instructions, Responses to RFIs, Certification of Substantial Performance, Letter of Assurance, Certificate of Completion, etc.; and
- (g) detailed close-out report.

10. RFQ Supplemental Documents

The following documents (the “**RFQ Supplemental Documents**”) form part of this RFQ and, subject to a fully completed and signed non-disclosure agreement set out in the form of Appendix 5, are provided for information purposes only:

- (a) Building and functional programming:
 - i. City of Vancouver Workspace Strategy and Office Accommodation and Flexible Workspaces Guidelines;
 - ii. Functional Programming Documents for each of the civic departments being relocated will be provided to the successful vendor, if any;
 - iii. City of Vancouver Data Room & Telecom Cabling Specifications Standards (to be provided to the successful vendor, only);
 - iv. City of Vancouver Security requirements (to be provided to the successful vendor, only);
 - v. Hazardous Building Material Assessment Report (to be provided to the successful vendor, only); and
 - vi. Architectural, Mechanical and Electrical CAD drawings (to be provided to the successful vendor, only).
- (b) Drawings and schematics:
 - i. City Hall, Second Floor, Human Resources Proposed Layout (2019)
 - ii. City Hall, Second Floor Existing (Phasing Breakdown)
 - iii. City Hall, Second Floor, Office Alterations – Human Resources Architectural (Drawings set for 2005 Renovations)
 - iv. City Hall, Second Floor, Office Alterations – Human Resources Electrical (Drawings set for 2005 Renovations)
 - v. City Hall, Second Floor, Office Alterations – Human Resources Mechanical (Drawings set for 2005 Renovations)
 - vi. City Hall, 2nd Floor, West Side, As-built Drawings 2019 Renovations
 - vii. CoV Office Accommodations Guidelines V2 May-2017

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
APPENDIX 1 - REQUIREMENTS

viii. CoV Office Accommodations Guidelines Appendix A Flexible Workspace.pdf

[End of Appendix 1]

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of _____ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____
 Name and Title: _____

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
APPENDIX 3 - FORM OF AGREEMENT

The Form of Agreement attached hereto sets out the terms and conditions in its substantial form for this consultancy. The City envisions using this form to finalize terms with a successful vendor, if any.

(See attached)

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
APPENDIX 4 - INSURANCE FORMS

Vendors are to submit a Certificate of Existing Insurance attached hereto, completed by the vendor's insurer or insurance broker, and include with its Quotation Form.

The successful vendor, if any, will be required to submit a duly completed and signed Professional Liability Insurance Certificate and a Liability Insurance Certificate, in each case, attached hereto, completed by its insurance broker.



**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, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
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.

2. **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 _____	Insured Values (Replacement Cost) -
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	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 Tenants' 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 _____	<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 _____	Limits of Liability
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 _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
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



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City 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 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/are either an individual(s) or a legally incorporated company(ies)]*

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:	\$ _____
<i>If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:</i> _____			

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

LIABILITY INSURANCE CERTIFICATE

Section 7 b) – City 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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
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.
2. **NAMED INSURED** *[must be the same name as the Permittee/Licensee or Party(ies) to 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
- Employees as Additional Insureds
- Cross Liability or Severability of Interest
- Contingent Employer's Liability
- Blanket Contractual Liability
- Broad Form Products & Completed Operations
- Broad Form Property Damage Incl. Loss of Use
- Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- Sudden & Accidental Pollution Liability
- Host Liquor Liability
- Abuse/Molestation Coverage
- Advertising Liability
- Volunteers as Additional Insured
- Members as Additional Insured
- Injury to Participants
- 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
- 12 months Completed Operations
- 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' Legal Liability \$ _____

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

INSURER: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY:

Combined Single Limit: \$ _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

5. UMBRELLA OR EXCESS LIABILITY INSURANCE

INSURER: _____

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

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 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 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 liability 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 THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____ Date _____

Non-Disclosure Agreement

WHEREAS, the Recipient is interested in receiving a copy of the drawings, schematics and other supplemental files related to Request for Quotations PS20191199 – City Hall 2L Human Resources Office Renovations (the “**RFQ**”), the City shall disclose to _____ (the “**Recipient**”), certain Confidential Material of the City for the sole purpose of submitting a quotation in response to the RFQ (the “**Purpose**”) and on the terms and subject to the conditions contained in this Agreement.

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

1.0 Definitions

- 1.1 “**Affiliate**” means an affiliate as defined in the *Business Corporations Act* (British Columbia), as may be amended.
- 1.2 “**Agreement**” means this Non-Disclosure Agreement.
- 1.3 “**City**” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and includes, but is not limited to, the Vancouver Police Board, the City’s Board of Parks and Recreation, the Vancouver Fire and Rescue Service, and the Vancouver Library Board;
- 1.4 “**Recipient’s Team**” means any person who is a member of the Recipient’s team, whether such member is an employee, sub-contractor or agent of the Recipient, or any employee or agent of such person.
- 1.5 “**Confidential Material**” means all information, in any form or medium, known or used by City or an Affiliate of the City 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 City and its Affiliates. If and to the extent any Confidential 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 Confidential Material in such other form or medium will be deemed to be Confidential Material.

2.0 Title

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

3.0 Recipient’s Obligations

- 3.1 The Recipient will use Confidential Material only as strictly required for the Purpose and only in the manner and upon the terms specified in this Agreement.

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
APPENDIX 5 - NON-DISCLOSURE AGREEMENT

- 3.2 The Recipient will deal in utmost good faith with the City in its use of the Confidential Material provided by the City.
- 3.3 The Recipient will hold and keep, and will ensure that all of the Recipient's Team will hold and keep, the Confidential Material in confidence and in trust for the City, using at least the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own similar confidential information of like importance, and will,
- (a) prevent any access, reproduction, disclosure or use of the Confidential Material not expressly authorized herein,
 - (b) disclose the Confidential Material only to those of the Recipient's Team who have a definable need to know such information for Purpose, provided that such Recipient's Team are bound by a confidentiality agreement with the Recipient no less restrictive than this Agreement, and in the event the employment or appointment of any such person is terminated, the Recipient agrees to use its best efforts to recover any of the Confidential Material in such person's custody or control. The Recipient will be responsible for all damages arising from any disclosure of all or part of the Confidential Material or any act in contravention of this Agreement by a person to whom such Confidential Material was given by the Recipient as if the disclosure were made or the act performed directly by the Recipient,
 - (c) not, and will ensure that each of the Recipient's Team will not, copy or reproduce any of the Confidential Material, except as strictly necessary in order to carry out the Purpose, and
 - (d) promptly notify the City in writing of any unauthorized copying, reproduction, use or disclosure of the Confidential Material of which the Recipient 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.

4.0 Exceptions to Confidentiality Obligations

- 4.1 This Agreement imposes no obligation upon the Recipient with respect to the City's Confidential Material received hereunder that
- (a) the Recipient can promptly demonstrate with documentary evidence was already legitimately known to the Recipient without a duty of confidentiality prior to the disclosure thereof by the City,
 - (b) is lawfully received by the Recipient from a third party, other than a supplier introduced to the Recipient by the City, without a duty of confidentiality,
 - (c) has become general public knowledge through no act or fault on the part of the Recipient or the Recipient's Team, or
 - (d) the Recipient can promptly demonstrate with documentary evidence was independently developed by or for the Recipient without the use of any Confidential Material.

5.0 Legal Requirement to Disclose

- 5.1 If the Recipient or any of the Recipient's Team is or becomes legally required to disclose any Confidential Material to a government body or court of law, the Recipient agrees, to the extent permissible by law, to give, and will ensure that the Recipient's Team give, the City sufficient advance notice to enable the City the opportunity to contest the disclosure or obtain a protective order.

6.0 Warranty Disclaimer

- 6.1 All Confidential 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 purpose, merchantability, and non-infringement, are hereby disclaimed.

7.0 Injunctive Relief

- 7.1 The Recipient acknowledges and agrees with the City that
- (a) the secrecy of the Confidential Material is of the utmost importance to the City, and the Confidential Material is of a sensitive and confidential nature such that monetary damages alone may be inadequate to protect the City's interests against any actual or threatened breach of this Agreement
 - (b) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the City's business and security and all defences to the strict enforcement thereof by the City are hereby waived by the Recipient to the fullest extent permitted by law, and
 - (c) a violation of any of the provisions of this Agreement will result in immediate and irreparable damage to the City, and so the City 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.

8.0 General

- 8.1 Upon the request at any time of the City, the Recipient will promptly destroy all Confidential Material and any copies or reproductions thereof in the Recipient's possession or under its control or in the possession or under the control of any of the Recipient's Team, and will certify in writing such destruction or return of all Confidential 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 Recipient's compliance with such law or regulation, and such retained information must be maintained in confidence as set forth in this Agreement.
- 8.2 Neither party has an obligation under this Agreement to enter into any other business relationship with the other party.
- 8.3 The Recipient will not, without the written consent of the City, 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,

REQUEST FOR QUOTATIONS NO. PS20191199
CITY HALL 2L HUMAN RESOURCES OFFICE RENOVATIONS
APPENDIX 5 - NON-DISCLOSURE AGREEMENT

provided, however, that nothing herein will prevent the Recipient from making such disclosure

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

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

8.5 This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the Recipient 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.

8.6 If the Recipient agrees to the terms and conditions of this Agreement the Recipient is required to sign and return this Agreement to the City of Vancouver Supply Chain Management Office to the attention of Gamaliel Martinez, Contracting Specialist, at Gamaliel.Martinez@vancouver.ca, prior to 3:00 p.m., Vancouver time, Thursday, October 10, 2019.

Signed by:

Signature

Name and Title

Company

Date

cc: Supply Chain Management