

File No.: 04-1000-20-2017-102

March 17, 2017

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of March 14, 2017 for:

In relation to the Wordmark RFQ,

1. The Wordmark RFQ;
2. A list of the criteria used to select the 10 agencies to respond to the above mentioned RFQ.

In response to point 1, all responsive records are attached. In response to point 2, Supply Chain Management has confirmed the criteria used to select the ten agencies were: *expertise in the field*.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request, within 30 business days from the date of this letter. You can request a review by writing to: Office of the Information & Privacy Commissioner, Email: info@oipc.bc.ca, Tel: 250-387-5629 and providing: 1) the request number (#04-1000-20-2017-102); 2) a copy of this letter; 3) a copy of your original request; and 4) the reason you're requesting a review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4
Phone: 604 . 873.7999
Fax: 604.873.7419

Encl.

:ag



**REQUEST FOR QUOTATIONS NO. PS20161440 (the “RFQ”)
CONSULTING SERVICES TO REFRESH CITY OF VANCOUVER WORDMARK**

Quotations are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on September 19, 2016 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be sent via email to the email address listed below.
2. Quotations must have the vendor’s name and the RFQ title and number.
3. “Vancouver Time” will be conclusively deemed to be the time shown on the computer clock at the Purchasing Services Office at Vancouver City Hall.
4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
5. DO NOT SUBMIT QUOTATIONS BY FAX
6. All queries related to this RFQ should be submitted in writing to the attention of:

Donna Lee, Buyer

Email: donna.lee@vancouver.ca

(the “Contact Person”)

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CONSULTING SERVICES TO REFRESH CITY OF VANCOUVER WORDMARK
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 one or more contracts in respect of consulting services for refreshed City of Vancouver Wordmark.
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.5 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.
- 1.6 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.

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 five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

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4.0 PRICING

- 4.1 Prices quoted are to be exclusive 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.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so between approximately September and November, 2016; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 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.
- 4.4 Prices are to be quoted in Canadian currency.

5.0 QUANTITIES

- 5.1 Each quantity stated herein is the City’s best estimate of its requirements. Actual quantities may vary.

6.0 TERMS OF PAYMENT

- 6.1 The City’s standard payment terms are “net thirty (30) days” after receipt and approval of an invoice. The City’s proposed payment terms are as indicated in the form of agreement attached as Appendix; 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.
- 6.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

7.0 CONTRACTING

- 7.1 The City currently expects that the result of this RFQ will be that it will propose the entry into a contract in the form of Appendix 3.
- 7.2 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.
- 7.3 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).

8.0 ALTERNATIVES / DEVIATIONS

- 8.1 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

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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.

9.0 EVALUATION CRITERIA

9.1 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.

9.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.

9.3 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.

10.0 NO CLAIMS AGAINST THE CITY

10.1 In submitting a quotation, the vendor acknowledges and agrees that:

- (a) this RFQ is in no way whatsoever an offer to enter into a supply 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 particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 10.1(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 10.1(c).

11.0 CONFLICTS/COLLUSION/LOBBYING

11.1 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:

- (a) an elected official or employee of the City; or

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INSTRUCTIONS TO VENDORS

- (b) 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.

- 11.2 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.
- 11.3 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.
- 11.4 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 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.
- 11.5 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.
- 12.0 **INSURANCE AND WORKERS' COMPENSATION COVERAGE**
- 12.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 5.
- 12.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

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QUOTATION FORM

Please email your quotation to:

Donna.lee@vancouver.ca

Quotations must be have the vendor's name and the RFQ title and number and required appendices or supporting documents must be attached.

ATTENTION: Donna Lee, Buyer

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20161440 - Consulting Services to Refresh City of Vancouver Wordmark (THE "RFQ")

REQUEST FOR QUOTATIONS NO. PS20161440
CONSULTING SERVICES TO REFRESH CITY OF VANCOUVER WORDMARK
QUOTATION FORM

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 TABLE OF PRICES:

See Appendix 3.

2.0 TIME LIMITATIONS ON PRICING:

(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)

3.0 SUSTAINABILITY

Please indicate in this Section 3.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.

4.0 TERMS OF PAYMENT

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

5.0 CONFLICTS/COLLUSION/LOBBYING

(Provide the information requested by Section 11.0 of the RFQ's Instructions to Vendors.)

6.0 OTHER INFORMATION

(Please set forth in this Section 6 .0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 1. Add additional pages as necessary.)

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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 of the RFQ.

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 Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Telephone No.: _____ Fax 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.: _____

1.0 BACKGROUND

- 1.1 In 2006, Council adopted a visual identity program to help our citizens and businesses to quickly and easily recognize the vast array of programs, services and information delivered to them by their municipal government. This visual identity also made the City more approachable, and supported Vancouver's reputation as one of the world's most livable cities.

2.0 NEED FOR A REFRESHED WORDMARK FOR THE CITY

- 2.1 The City of Vancouver is at a point to entertain refreshing our wordmark in light of popular culture and keeping pace with change.

- 2.2 The prime business trigger for a refresh of the wordmark is referenced in the Vancouver Innovation Economy presentation:

<http://council.vancouver.ca/20160628/documents/rr1apresentation.pdf>

- a) Review opportunities to align and refresh the City brand / logos with Innovation Economy and other city objectives
- i. **Phase One:** Refresh the City wordmark
 - ii. **Phase Two:** Address the identity architecture using the wordmark for city departments and assets

3.0 DELIVERABLES

- 3.1 Proposals for a two phased approach should include the following:

- Proposed timeline
- Company overview
- Team
- Budget
- Work plan

4.0 TIMELINE

- Proposal deadline: September 19th
- Review of proposals: September 23rd
- Notify proponents: September 26th
- Project kick off: September 29th
- Project deadline: November 30th

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: _____



SERVICES CONTRACT

CONTRACT NO: PS20161440

City of Vancouver (the "City")

having the following address:
453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Project Manager:

Tel Number: 604 [phone number of project manager]
Email: [email address of the project manager]

AND: <[legal name of other party]> (the "Consultant ")

having the following address:
[address of other party]

Project Manager:

Tel Number: 604.[phone number]
Email: [email address]

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

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APPENDIX 3 - SAMPLE FORM OF AGREEMENT

PART A - SERVICES:

<Insert description.>

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

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

Detailed Scope of Work in the consultant's proposal submitted on June XX, 2015 to RFQ Ps2015XXX - Title becomes part of the contract documents, not attached but incorporated by reference.

Contract Start Date: (the "Start Date")

Contract End Date: (the "End Date")

PART B - FEES AND EXPENSES:

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

Fees: Up to \$xxxx CAD including all expenses and disbursements excluding tax(s)
[Insert description of fees and state which taxes will be charged in addition to the fees and/or which taxes are included in the fees.]

Definitions:

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

Expenses: [Tick applicable ONE; tick one.]
 Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions); or
 Not reimbursable (included in fees)

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

Maximum Amount of Fees and Expenses (the "Maximum Amount"):

<description>

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

The fees and expenses are further described in Schedule B.
[Delete if not included.]

PART C: APPROVED SUB-CONSULTANT S

<> [Provide names or write "None".]

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APPENDIX 3 - SAMPLE FORM OF AGREEMENT

SCHEDULE D: INSURANCE

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

- (a) Commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy will contain a cross-liability clause in favour of the City and will name the City and the City's officials, officers, employees and agents as additional insureds;
- (b) Professional (errors and omissions) liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 in aggregate, and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services;
- (c) All-risks property insurance covering the Consultant's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (d) Automobile insurance covering all vehicles owned, leased or operated by the Consultant in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.]

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All policies will provide that the insurer will provide the City with thirty (30) days' prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

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

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

The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Consultant's insurance and will not contribute with it.

Prior to the Start Date, the Consultant will provide the City with evidence of all required insurance in the form of a "Certificate of Insurance" (on the City's form).

The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Consultant will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Consultant will provide in its agreements with its Sub-Consultants clauses in the same form as in this Part D. Upon request, the Consultant will deposit with the City detailed certificates of insurance for the policies it has obtained from

The Consultant will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

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CONSULTING SERVICES TO REFRESH CITY OF VANCOUVER WORDMARK
APPENDIX 3 - SAMPLE FORM OF AGREEMENT

PART E: ADDITIONAL TERMS

The following are integral parts of this Services Contract:

- Schedule A - Detailed Scope of Work;
- Schedule B - Vancouver Business Licence;
- Schedule C - WorkSafeBC;
- Schedule D - Insurance.

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

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

SIGNED AND DELIVERED on behalf of the Consultant by its
authorized signatory:

Per: _____
Name & title

Per: _____
Name & title

Per: _____
Date

Per: _____
Date

REQUEST FOR QUOTATIONS No. PS20161440
CONSULTING SERVICES TO REFRESH CITY OF VANCOUVER WORDMARK
APPENDIX 3 -SAMPLE FORM OF AGREEMENT

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONSULTANT'S OBLIGATIONS

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

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Consultant, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Consultant to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Consultant with all expenses incurred by the City. The Consultant agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Consultant hereunder.
5. **Consultant Personnel.** The Consultant must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Consultant must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies,

models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Consultant or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Consultant as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Consultant waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Consultant will permit the City to inspect and copy all Deliverables.

8. **Confidentiality.** The Consultant acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Consultant undertakes to treat as confidential all Deliverables and all information received by reason of its position as Consultant and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
9. **Insurance.** The Consultant must provide, maintain and pay for, and cause all Sub-Consultants to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Consultant must provide, maintain and pay for, and cause all Sub-Consultants to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or Consultant providing services similar to the Services. The Consultant must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Consultant will provide the City with the Consultant's and each Sub-Consultant's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-Consultant is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime Consultant" in connection with such Services and will fulfil its obligations as Prime Consultant in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Consultant shall comply with all applicable health and safety laws.
11. **City Business Licence.** The Consultant will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Consultant shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Consultant.** This Contract is a contract for services and neither the Consultant nor the Consultant's personnel or permitted Sub-Consultants, are, or deemed to be, partners, appointees, employees or agents of the City. The Consultant will not represent to anyone that the Consultant has any authority to bind the City or that the Consultant is an employee or agent of the City.

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14. No Assignment or Subcontracting. The Consultant will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Consultant), this Contract or any right or obligation of the Consultant under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Consultant from any obligations under this Contract. The Consultant must ensure that any assignee or Sub-Consultant fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a Sub-Consultant and the City.

15. Conflict of Interest. The Consultant must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.

16. Release and Indemnification

a. Release

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

b. Acceptance "As Is"

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

c. Indemnity

Despite any insurance which may be placed by the City, the Consultant now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Consultant or the Consultant's personnel, permitted assignees or Sub-Consultants in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

d. Separate from Other Remedies and Rights

Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

e. Survival of Release/Indemnity

This Section 16 will survive the expiry or sooner termination of this Contract.

B. CHANGES TO SERVICES

17. Changes. The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Consultant consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Consultant must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.

18. Changes to Key Personnel. The City may from time to time request reasonable changes to the key personnel of the Consultant engaged in performing the Services, and the Consultant shall comply with any such request. The Consultant shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. PAYMENT

19. Payment of Fees and Expenses. In consideration for the satisfactory performance of the Services, The City will pay to the Consultant the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Consultant's expenses are reimbursable in accordance with this Contract, the City will reimburse the Consultant for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Consultant; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Consultant in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Consultant more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

20. Invoicing. The Consultant will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:

- Consultant name, address and telephone;
- City purchase order number;
- Name of the City's Project Manager;
- Invoice number and date; and
- Tax registration number(s).

21. Builders Lien Act. If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.

22. Discharge of Liens and Withholding. The Consultant will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Consultant by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Consultant shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Consultant an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Consultant.

23. Withholding for Non-Residents. If the Consultant is a non-resident of Canada, the City may withhold from any payment due to the Consultant such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.

24. Record Keeping. The Consultant must maintain, and shall cause any Sub-Consultants to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Consultant, to inspect such records for review, copy and audit at any time and from time to time while this

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Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.

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

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

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

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APPENDIX 4 -PRICING TABLE

1.0 PRICING

Deliverables Description	Completion Deadline	Team Members	Team Members Activity Role	Estimated Hours	Maximum Fees
Project Launch/Kick off meeting	Sept. 29 th				
Discover: Research and development	Oct. 15 th				
Design : production of visual wordmark options (3) Project meeting with clients for approval of selected options.	Oct. 31 th				
Final wordmark asset	Nov. 7 th				
Presentation meeting	Nov. 18 th				
Grand Total - "Agreement Price" (Maximum Fees and Expenses) excluding GST					

Key Personnel /Team Members (Name & Title)	Hourly Rate



CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED & APPENDED TO RFQ

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

- 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.
- 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