

File No.: 04-1000-20-2018-364

July 31, 2018

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 July 3, 2018 for:

At the recent planning of the False Creek South, the City of Vancouver Planning Department announced that it was seeking an update of the Downtown Streetcar Project's costs. Request is for the copy of the Request for Proposal.

All responsive records are attached.

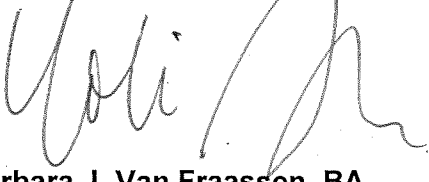
Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2018-364); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

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

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in dark ink, appearing to read 'Cobi Falconer', written over the printed name of the sender.

**Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy**

*Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4
Phone: 604.873.7999
Fax: 604.873.7419*

Encl.

:kt



REQUEST FOR PROPOSALS

STREETCAR FEASIBILITY STUDY

RFP No. PS20171493

Issue Date: November 1, 2017

Issued by: City of Vancouver (the "City")

**REQUEST FOR PROPOSALS NO. PS20171493
STREETCAR FEASIBILITY STUDY
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PART A - INFORMATION AND INSTRUCTIONS

PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit proposals for review by the City and, depending on the City’s evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring a consultant (“Consultant”) to future proof the planning of streets and development within Vancouver so that a modern streetcar system can be constructed in the future. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP (“Proposals”) respecting innovative or novel approaches to the City’s objectives and requirements.
- 1.3 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE FORM OF PROPOSAL.**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 The RFP consists of four parts, plus appendices:

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PART A - INFORMATION AND INSTRUCTIONS

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

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	12:00 noon, November 23, 2017
Closing Time	3:00 pm on December 5, 2017

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Harinder Kainth
harinder.kainth@vancouver.ca

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

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

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).

4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Streetcar Feasibility Study; PS20171493”) to the following address:

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City of Vancouver
Supply Chain Management Department
4th Floor, Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to the drop box at:

Supply Chain Management
4th Floor, Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals must not be submitted by fax or email.
- 4.6 The City requests that four (4) hard copies and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.
- 4.7 Proposals should not be bound in three-ring binders.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.11 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

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- 4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

6.0 PROPOSED TERM OF ENGAGEMENT

- 6.1 The term of any Agreement is expected to be up to November 2018.

7.0 PRICING

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.
- 7.3 For the avoidance of doubt, overhead, profit and all other similar costs are to be included in quoted prices.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputations and previous experience(s), such as
- Urban light rail/streetcar transit systems engineering design;
 - Construction, project management and cost estimation for such systems including track infrastructure, signals, stations, communication and train control systems, traction power, electrification and maintenance facilities;
 - Streetcar operations and maintenance facility design;

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- General civil engineering for streets, drainage, utilities, storm water management;
- Traffic management including traffic signal design, transit priority infrastructure;
- Local knowledge and experience in transportation engineering and design solutions
- General light rail/streetcar transit systems and planning support;
- Conceptual design of tracks and stations;
- Streetcar vehicle technology and operations;
- Streetcar ridership forecasting based on land use, population forecasting and integration with other transportation modes;
- High level cost estimates for construction and operation; and
- Potential funding sources relevant to Vancouver and British Columbia;

including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	60%
Financial	35%
Sustainability	5%
Total	100%

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

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duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

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

9.0 CITY POLICIES

- 9.1 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 and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

10.0 CERTAIN APPLICABLE LEGISLATION

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

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for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

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

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

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PART B - CITY REQUIREMENTS

PART B - CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

1.0 Introduction

- 1.1 The main purpose of this work is to future proof the planning of streets and development within Vancouver so that a modern streetcar system can be constructed in the future. Planning for the streetcar is important; its delivery will form an important part of the transit network, helping to move people efficiently, quickly and comfortably around the growing city. As a new complementary transit mode with a capacity & desirability in between a local bus and regional rapid transit, successful implementation of the streetcar system will play a significant role in helping the city meet its Transportation 2040 Goal of having two-thirds of all trips made by non-auto modes (refer to <http://vancouver.ca/streets-transportation/transportation-2040.aspx>).
- 1.2 Previous studies have been undertaken investigating the feasibility of a streetcar. This study will update this earlier work, reflecting the latest technology, latest planning visions for different areas of the city and latest policies and plans relating to the city and transportation specifically. Ridership forecasts will also be updated. The study will be used as a planning tool to secure space for a future streetcar, identify constraints and confirm network design, especially as it relates to current developments.
- 1.3 There is also a requirement for on call services to provide planning and design advice for specific streets as and when developments or plans require it. This may include feasibility and functional design.

2.0 Brief History of Recent Streetcar Considerations in the City of Vancouver

- 2.1 The City of Vancouver (“City”) has been contemplating the development of streetcar network since the 1990s. Development of the network began in the mid-1990s when the City purchased a segment of former rail right-of-way between Granville Island and Cambie St from CP Rail. Combined with a rail line along 1st Avenue to Science World on Quebec Street, this represented ‘Phase 1’ of the network. In 1999, Council endorsed the Downtown Streetcar routing for ‘Phase 1’ of the network which added a section between Science World and Waterfront Station, with conceptual extensions generally along Pacific Boulevard to Roundhouse Community Centre and westward from Waterfront Station to Stanley Park. Other candidate areas for streetcar extensions noted in the 1999 Council report include:
 - the Arbutus rail corridor;
 - the False Creek Flats;
 - Mt Pleasant;
 - across False Creek (via Burrard or Granville Bridges); and

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- to connect to Broadway (at Cambie or Granville Streets).

In the 2002 Downtown Transportation Plan, Council reiterated support for the Downtown Streetcar network, including the following potential extensions:

- the Arbutus corridor;
- Vanier Park;
- False Creek Flats; and
- through the downtown core.

- 2.2 In 2004, City Council approved the Downtown Streetcar project update, which focused on liaising with key stakeholders along the approved routings and producing several technical reports. These included a benchmarking report on streetcar systems, a tourist and recreational market research study, a design and layout study for Phase 1 (Granville Island to Waterfront Station) and a comparative review of streetcars and local buses.
- 2.3 In the late 2000s, the City undertook a more detailed Preliminary Engineering and Design study for the 'Phase 0' section of the network between Granville Island and Science World including the needs for a maintenance facility. Resulting from that study, City Council approved reconstruction of the rail segment between Granville Island and Olympic Village Station in preparation for a demonstration modern streetcar service that operated for the duration of the 2010 Winter Olympic and Paralympic Games.
- 2.4 Since the conceptual network was identified, the City has generally been preserving right-of-way both on- and off-street for a future streetcar system as development and street reconstruction has occurred. Examples include West Georgia Street in Coal Harbour, Pacific Boulevard in Yaletown, and 1st Avenue in Olympic Village. Transportation 2040 (2012) (policy T 1.2.5.) supports advancement of the streetcar concept. While this work has been helpful, the lack of a continued discussion on streetcar planning has now resulted in some cases with less transit priority measures as part of final development designs.
- 2.5 In 2016, the City purchased the Arbutus corridor from CP Rail for the purpose of developing a transportation greenway. Article 9.1 of the purchase agreement explicitly states that 'the City in its capacity as owner of the Lands will commence and expedite an internal planning process to design portions of the Lands for light rail use and walking and cycling use.' ('Light rail' can also refer to streetcar.)
- 2.6 Earlier studies identified lands under the viaducts in North East False Creek as a likely location for a streetcar maintenance facility. As the viaducts are now planned to be removed, it is critical to identify at least one more new location for a maintenance facility. A current strong contender is the False Creek Flats, which would involve the streetcar crossing Main Street, possibly in the vicinity of 1st Avenue but linear storage of a streetcar fleet along the Arbutus Corridor could also be considered.

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- 2.7 To note, a Downtown Historic Railway (“DHR”) pilot project was established in 1998/99 to highlight the potential for a streetcar network expansion in the City. It provided a seasonal weekend service typically operated during the months of July to October using two leased vintage streetcars. The DHR carried a total of 121,197 passengers, averaging 14,000 passengers per year, originally connecting Granville Island with Science World prior to the Olympics and to the Cambie corridor afterwards. Service disruptions occurred in 2007, 2009, 2010 and 2012 for a variety of reasons.
- 2.8 From a regulatory perspective, the DHR was a designated Heritage Railway and operated under Provincial Minister’s Certificates as provided under the Provincial Railway Regulations specific to Heritage Railways. DHR operations were managed by a safety management system developed and administered by the City. Passenger service operations were supported by way of an unwritten partnership with the Transit Museum Society (“TRAMS”), a volunteer organization.

This new work is to advance modern streetcar planning and tourist heritage services.

3.0 Study Area

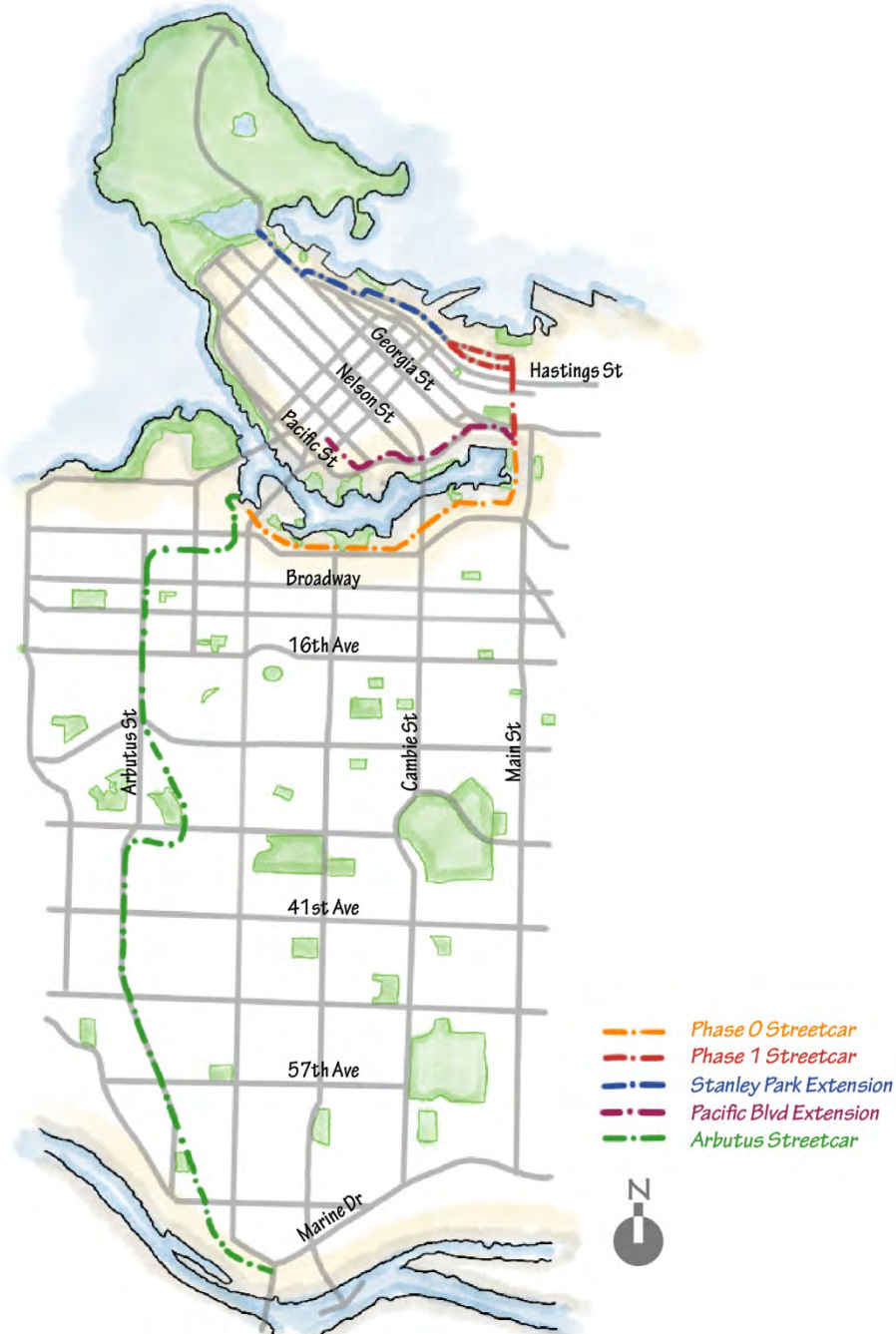
- 3.1 A proposed alignment of the streetcar has previously been established, as mentioned above. Previous plans and thinking envisage the streetcar travelling through the following neighborhoods/areas:
- Arbutus Greenway;
 - South False Creek;
 - South East False Creek;
 - International Village and Science World;
 - False Creek Flats (at 1st Avenue);
 - North East False Creek;
 - Yaletown, along Pacific Boulevard;
 - Chinatown;
 - Gastown; and
 - Coal Harbour.

This is illustrated in Figure 1 – Current Proposed Streetcar Routing.

- 3.2 Streetcar planning for the Arbutus Greenway is being undertaken as part of a separate project. The focus of this study is the other routes (excluding Arbutus Greenway) outlined in Figure 1 which make up the previously developed Downtown Vancouver Streetcar network. The connections to the Arbutus Greenway streetcar planning would be a part of this scope of work.

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Figure 1: Current Proposed Streetcar Routing



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4.0 Background Documents and Existing Issues

4.1 The following is a list of background documents, including earlier studies, that the City will supply the successful proponent with, and which should be reviewed at the beginning of the process:

- PPP Review of Vancouver Streetcar Project, Macquarie North America (2002);
- Downtown Streetcar Design, Layout and Ridership Study, IBI & Others (2005);
- Streetcar And Local Bus Comparative Review, IBI (2006);
- Downtown Vancouver Streetcar Project: Demonstration Line Option Memorandum, Hatch Mott MacDonald (2008);
- Downtown Streetcar Benchmarking Report (2004);
- Tourist and Recreational Usage of Proposed Downtown Streetcar (2004);
- Transportation 2040 (relevant sections) (2012); and
- Materials Related to Arbutus Streetcar (2012).

A summary of previous technical work is provided in Part B - Appendix A.

4.2 Other data to be supplied by the City:

- Land use and population forecasts, as available;
- Vehicular traffic, bicycle and pedestrian volumes as available; and
- Area Land Use and Transportation Plans as available, including plans for North East False Creek and Arbutus Corridor.

2016 Census Data for population (in standard census geographies) is publically available via the Statistics Canada website.

4.3 The following existing issues or challenges have been identified as related to the current proposed streetcar routing:

- The existing rail line between Olympic Canada Line Station and Granville Island is based on a historic freight service. It will be revisited as part of the entire new transportation network for False Creek South. The Right of Way ("ROW") is in a cut for part of its length which could make connections at stations challenging. The alignment by the Olympic Canada Line Station is narrow;
- 1st Ave through Olympic Village has a median that was originally intended to accommodate a streetcar. Currently there is a strong desire for All Ages and Abilities ("AAA") cycling facilities along this section of the route, as per direction in Transportation 2040. Further investigation will determine the final design for this section and whether the streetcar is in a dedicated right of way or in mixed traffic with

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additional traffic calming to ensure enough transit priority is maintained for the streetcar as compared to the dedicated median; and

- Similarly, the alignment on Quebec Street from 1st Avenue to Pacific Boulevard was envisaged to be in a dedicated right of way on the west side of the street. As part of the North East False Creek master planning, it was determined that the streetcar would run primarily in mixed traffic through this section (north of Terminal). Transit priority measures need to be considered to finalize the best possible reliability and station placements. Through ongoing design of the streets in North East False Creek, the intention is to preserve the ability to integrate a future streetcar system in mixed traffic. Work on this continues but some constraints exist which will need to be addressed in the future.

These are some of the changes and challenges that the feasibility study will need to address. It is anticipated that additional challenges will emerge, and need to be addressed, as the study progresses.

4.4 In addition, the following four areas represent proposed changes or alterations to the proposed streetcar routing. Consideration of these should be included in the study.

- Arbutus Greenway Connections. Consideration should be given as to how the downtown streetcar should connect to the Arbutus Greenway Streetcar;
- Quebec Street to Broadway. A possible connection along Quebec Street from 1st Avenue to Broadway should be considered, in order to provide a direct connection to the proposed Millennium Line extension;
- Hastings Street/ Georgia Street. Consideration should be given to options including the shortening the end of the streetcar line on Hastings Street rather than extending it onto West Georgia Street, or exploring how the streetcar would operate in transit lanes on part of Georgia Street. This is due to other anticipated walking, cycling, transit & public realm demands on West Georgia Street; and
- The streetcar maintenance facility was originally planned to be located under the viaducts. The current thinking is to locate the facility within the False Creek Flats, accessed across Main Street at 1st Avenue. This concept will require investigation to ensure it is feasible and desirable. Storage tracks along the Arbutus Corridor and possibly a maintenance facility should also be explored.

5.0 Linkages with Area Planning Studies

5.1 This section is provided for context. Streetcar planning will not lead the transportation planning for these areas but will integrate and inform. Area planning work for these city neighbourhoods are at various stages with some

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planning work already underway and some planned to commence in 2018. Key area plans that the current streetcar alignment runs through include:

- The Arbutus Greenway Corridor. This project has recently got underway and includes the planning for a future streetcar along the length of the corridor. A streetcar consultant is part of the design team for this project;
- North East False Creek ("NEFC") Transportation planning for NEFC is advanced and a streetcar consultant has been engaged specifically for this project to advise on technical aspects;
- The False Creek Flats. This planning and transportation study is complete. The future streetcar maintenance facility is envisaged to be located in this area so integration with the next stage of this planning process will be vitally important;
- Granville Island 2040. This plan to enhance and rejuvenate Granville Island includes mention of future streetcar connections to the edge of the Island as a way to move towards a 'car light' future. Within this area there are also possible streetcar connections to Vanier Park and to the Arbutus Greenway itself;
- False Creek South. This planning study has recently started. The existing rail line between Granville Island and Olympic Village Canada Line Station runs through the middle of it;
- Gastown Area Transportation Planning Study. This study is also just beginning and will involve future streetcar routing considerations;
- The Waterfront Hub. Previous work has been carried out related to this long term objective and a scoping study to determine next steps may result in new work being undertaken within the next year;
- Georgia Street Terminus. A project looking at enhanced transportation options through the 'Georgia Gateway' corridor is currently underway. The current streetcar alignment plan calls for a terminus at the end of Georgia Street at the entrance to Stanley Park; and
- Quebec Street/ Digital District. This section of Quebec Street between 2nd Avenue and 7th Avenue is an emerging new digital and innovation cluster. A possible streetcar extension along Quebec Street to Broadway would connect the streetcar to a future MLBE station.

To the extent that the study timing allows, both the Arbutus Greenway and NEFC streetcar consultants, as well as potential others, will be required to work closely with the successful proponent of this RFP. However, this citywide consultancy will be the overarching 'master' of streetcar planning and the one

that ultimately guides the streetcar plan moving forward beyond those current major projects.

6.0 Scope of Work

Now is an opportune time to refresh the streetcar feasibility studies. The updated work will review and update technical aspects such as the technology, geometric requirements (including integration with AAA cycling facilities), station spacing, design (including areas of dedicated track versus mixed running) and maintenance. It will also update recommended phasing, as well as high level ridership and financial forecasts. This will assist the City in: safeguarding land for the future streetcar; ensure consistency of approach to streetcar design across the City; and, provide a basis for a potential business case in the future.

6.1. Initial Streetcar Principles

6.1.1. Background Document Review

- Review background documents supplied by the City; and
- Provide a summary and critical review of previous Vancouver Streetcar studies and reports, highlighting which information is still valid and what needs to be updated.

6.1.2. Best Practice Review

- Summarize and review global best practice in terms of streetcar design and operation, including lessons learned. It should focus on the last five to eight years and the applicability to Vancouver; and
- Discussion regarding future changes to streetcar and light rail technology (for example, reduced requirement for a catenary) and possible impacts for Vancouver's planning.

6.1.3. Design Guidelines

- Develop a set of principles and design guidelines that should be considered when planning for future streetcar planning across the City. This would include minimum radius; vehicle type; general maintenance considerations; technology; widths; station design, size and spacing; and, other technical aspects. The specific scope of these requirements will be established with the City at the start of the project; and
- Develop a set of streetcar and transit priority guidelines to help best inform future concept plans. This may include impacts to design, property or traffic signal requirements.

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6.1.4. Coordination

- Liaise with streetcar consultants working on other city projects (North East False Creek and Arbutus Greenway) to confirm that the same design principles are used across the City.

6.1.5 Workshop

- To review findings from the best practice review and design guidelines and to help guide the Feasibility Study.

6.2. Feasibility Study

6.2.1. Summary of Current Proposed Routing

- Summarize current situation regarding streetcar in the City, including current protected alignments, rights of way, assumptions regarding dedicated versus mixed use sections of track etc.

6.2.2. Streetcar Additional Technical Considerations

This section will add additional technical details to the 'Initial Streetcar Principles'. Research and recommendations should cover the following aspects:

- Space requirements for an operations & maintenance facility yard;
- Speed, frequency, reliability and other capacity considerations;
- Consideration of dedicated right of way versus operating in mixed traffic;
- Curb running versus centre running;
- Review and recommend appropriate green infrastructure options for the dedicated streetcar tracks that have positive aesthetic characteristics and also assist with storm water management;
- Assess the maintenance and operating costs of providing green streetcar tracks. Determine how these tracks can be designed to structurally accommodate fire trucks;
- How do we minimize the number of substations and what are some possible design solutions and locations to integrate them within existing or future buildings?;
- What are the costs, operational, and public realm impacts of installing a centre OCS pole system vs. a span wire system with joint use of street or traffic light poles?; and

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- What are the utility impacts related to constructing the Downtown Streetcar on top and/or adjacent to existing wet or dry City, GVRD, and private utilities?

6.2.3. Future Trends and Demand

- Review planned and committed transportation improvements including major transit infrastructure and services, with an eye to how this may impact streetcar planning and ridership now and in the future. This includes TransLink's 10 Year Investment Plan, including plans for new B Line bus routes;
- Update relevant private interests and those of other stakeholders including the tourism industry and statistics to major tourist generators such as Granville Island, Stanley Park, VCEC and Gastown;
- Review current population and employment densities and future forecasts, including anticipated developments by area; and
- Use the above to develop new high level ridership forecasts for the current alignment to compare with other potential future transit serving projects.

6.2.4. Confirmation of Streetcar Routing and Street Cross Sections

- Based on ridership and technological considerations, update current proposed routing, station placement and other relevant aspects. At this stage the current proposed routing should be maintained, although challenges to the current routing or opportunities for alternatives should be mentioned at a high level for potential future consideration. This update should be in reference to previously established best practice;
- Notwithstanding the above, three specific changes to the proposed routing should be incorporated into the analysis. As outlined earlier, these are:
 - Arbutus Greenway Connections. Consider how best to connect the downtown streetcar network to the Arbutus streetcar alignment;
 - Quebec Street to Broadway, to connect with the proposed Millennium Line extension; and
 - Hastings Street/ Georgia Street Terminus considerations, given proposals for repurposing space on Georgia Street.

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- Make recommendations regarding corridor cross sections, outlining areas where the streetcar is proposed to operate in a dedicated right of way versus mixed running; on single track versus double track (likely only to be considered as an implementation phasing strategy for particularly constrained sections) What is the impact of each of these in terms of headways, ridership etc? It is anticipated that a number of options will be discussed and assessed against a range of criteria, with a primary focus on transit priority. Other criteria would include changing demographics and employment criteria, linkages to the rest of the transportation network, feasibility, initial cost considerations and others; and
- Determine preferred locations for a works yard (minimum two), including required size and other critical considerations. This would include options for phasing and multiple storage locations, if found to be desirable.

6.2.5. Costing, Phasing and Implementation

- Outline (Class D) construction and operation costs. This was completed as part of 2005 study and should be updated. (Revenue forecasts are not required at this time);
- Overview of potential funding mechanisms;
- Outline required scope of work for business case; and
- Recommended next steps.

6.3. Ongoing 'On Call' Services/ Provisional Additional Tasks

After, or during completion of the feasibility study it is envisaged that further studies or on call services may be required. This could be described as an owner's engineer model. Please provide in Part C - Appendix 3, Table 3 hourly rates for these services, for those disciplines required, for up to three years. Possible future assignments may include:

- Conceptual or functional design of specific sections of the route such as False Creek South, Gastown or other areas. This could include options analysis in terms of how the streetcar interfaces with existing streets including tradeoffs for all travel modes. This could include changes to the street operations and design as well as some urban design and landscaping elements of preferred options;
- Estimated construction costs at various levels of detail for one or more specific areas of the route;

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- Review and analysis of applicable new technologies and their suitability for use within our context;
- Alternative routing or alignment analysis including geometrics, feasibility, estimated ridership, speed, reliability etc based on different population and density projections;
- Consideration of impacts to adjacent land uses in terms of desirability and buildability. Impacts to public spaces including intersections between different modes and possible design solutions;
- Detailed consideration of specific intersection operations including micro simulation modelling;
- Business case development for one or more sections of the route, including consideration of funding sources and strategies for implementation; and
- Possible presentation to or preparation of materials for, Council, Senior Management Team or other body.

7.0 Deliverables, Communications, Timescales and Estimated Work Effort

7.1 The following is a list of deliverables / milestones and expected timeframes.

Deliverable	Description	Timeframe
'Streetcar Principles'	Outlining overall design and technology principles that should be assumed as planning work continues on various city plans	Draft to be submitted first half of March 2018.
Workshop	To discuss streetcar principles and looking forward to the feasibility study. With City staff and stakeholders.	Second half of March 2018.
Streetcar Feasibility Study	A detailed report containing results of investigations and updated statistics, as outlined in the Scope of Work. Deliverables within the study will include: <ul style="list-style-type: none">• Recommended cross sections and ROW requirements of each section of the network;• Highlight area of expected	Draft report to be submitted early October 2018. Final report to be submitted by end of November 2018.

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	<p>ROW constraints and possible solutions;</p> <ul style="list-style-type: none"> • Plan view drawing for each section of the preferred alignment, similar to Appendix B in 2005 IBI Streetcar report. This is not a design but shows the approximate location of the tracks and stations superimposed on an aerial photograph of the street. • Typical intersection and signal treatments including transit priority measures. A key objective will be to understand the level of priority that can be provided, ranging from signal pre-emption to passive coordination of signals 		
Additional services as required	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>As area planning work advances there may be a requirement for specific services relating to design or feasibility. This may also include consideration of alternative routing assessments as new information or opportunities emerge.</p> </td><td style="width: 50%; vertical-align: top;"> <p>As required. May be during or after the feasibility study and could impact other timelines depending on the nature and urgency of the work.</p> </td></tr> </table>	<p>As area planning work advances there may be a requirement for specific services relating to design or feasibility. This may also include consideration of alternative routing assessments as new information or opportunities emerge.</p>	<p>As required. May be during or after the feasibility study and could impact other timelines depending on the nature and urgency of the work.</p>
<p>As area planning work advances there may be a requirement for specific services relating to design or feasibility. This may also include consideration of alternative routing assessments as new information or opportunities emerge.</p>	<p>As required. May be during or after the feasibility study and could impact other timelines depending on the nature and urgency of the work.</p>		

7.2 Key meetings will include:

- Kick off meeting to initiate project and confirm scope;
- Review of draft 'Principles' document;
- One larger 'workshop' style meeting with City staff to review and discuss streetcar principles memo and gain wider insights across the City into the updated feasibility study. Alternatives to this format may be suggested by the proponent;
- Kick off meeting for Feasibility Study;
- Monthly face to face meetings during feasibility study (assumed 3 meetings, excluding kick off meeting and meeting to review draft); and

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- Review of draft Feasibility Study (may be in a larger workshop style format - alternative formats may be proposed).

Additional regular email and phone communication will take place during the course of the project.

7.3 Estimated Work Effort

The City anticipates the Proponent to expend approximately 1,000 to 1,500 hours of effort to complete the scope of work. This excludes possible additional tasks for which change orders will be issued if required. This estimate should not be taken verbatim. The proponent must tailor the estimate hours to reflect an efficient and well balanced work plan that meets the scope of work outlined in Part B.

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Appendix A: Summary of Previous Technical Work

The following will all need to be reviewed and revised as part of this new study.

As part of the Design, Layout, and Ridership Study (IBI Group with HDR, Ward, LTK, and VIA Architecture), alternative track alignment and station location options were examined for the Phase 1 route from Granville Island to Waterfront Station. Illustrative cross-sections, plans, and intersection treatments were prepared for each concept. Perspectives were produced to illustrate the streetcar and its relationship to the streetscape.

The alternatives were then evaluated with both qualitative and quantitative criteria so that a preferred solution could be recommended. Preliminary recommendations by the consultant team were developed for each segment. As a result, currently the preferred streetcar design concept was generally segregated from traffic from Granville Island to Pacific Boulevard, a combination of segregation and mixed on-street traffic on Columbia Street, and mixed with traffic east/west along Cordova Street and Water Street respectively. This has changed somewhat since then, with more mixed on-street operations anticipated through South East False Creek and along Quebec Street.

The functional requirements of a streetcar operating and maintenance facility were also reviewed. The preferred location for a maintenance facility was on City-owned land underneath a viaduct (Georgia viaduct just east of Quebec). As this is no longer an option, an alternative site on the False Creek Flats has been identified.

The completed project update studies provided new information on which revised total daily and annual streetcar boarding forecasts were based. Based on boardings per revenue hour, the streetcar could possibly become the most productive local transit route in Vancouver.

Capital, operating costs, and revenue for the streetcar system were estimated in 2005 dollars. Capital costs include the track, overhead wiring, stations, design engineering and construction management, and contingency. They also include the cost for providing a new streetcar maintenance facility and vehicles including spares.

Annual operating and maintenance (O&M) costs were based on the most recent revenue per service hour costs of the Portland Streetcar. The preliminary financial picture for the Downtown Streetcar project suggested a better than break-even operating scenario (i.e. 100%). This was a significant finding as the additional revenues beyond the annual O&M costs represent an annual revenue stream that could support the higher capital costs of implementing a streetcar system over a bus system.

The Phase 1 Downtown Streetcar system is intended to connect Granville Island to Waterfront Station, approximately 5kms. However, the project update findings identified a strategic opportunity to stage the implementation of the Downtown Streetcar in more manageable components beginning with a 'Phase 0' section from Granville Island to Science World, approximately 3kms. Connection to a maintenance facility is also required, but the size of the maintenance facility could be smaller in scale for a Phase 0 operation as there would be fewer vehicles required.

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The Phase 0 section was calculated to produce the highest ridership for the Downtown Streetcar as it would serve Granville Island with over 10 million visitors a year and provide a direct connection to two regional rapid transit lines, both the Canada Line and Expo Line. Streetcar travel times between Science World and Granville Island were calculated at less than 10 minutes and were anticipated to be highly reliable as the entire Phase 0 alignment was planned to be in a dedicated right-of-way. It is noted that that it is likely that some of this section would no longer be in a dedicated right of way, especially the section through South East False Creek and Quebec Street, although this should be reviewed and studied as part of the feasibility study.

The capital cost for Phase 1 was estimated at approximately \$100 million and the capital cost for Phase Zero was estimated at approximately \$60 million (in 2005 dollars).

Granville Island remains keenly interested in the proposed Downtown Streetcar Line and recently completed a land use and transportation study which identified the streetcar as a desirable future addition to the transportation network which would help the island in attracting more visitors and enabling less space to be dedicated to private vehicles.

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RFP No. PS20171493, Streetcar Feasibility Study (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

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

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Corporate Sustainability Leadership Questionnaire
- APPENDIX 8 Personal Information Consent Form(s)
- APPENDIX 9 Subcontractors
- APPENDIX 10 Proposed Amendments to Form of Agreement
- APPENDIX 11 Proof of WorkSafeBC Registration
- APPENDIX 12 Conflicts; Collusion; Lobbying

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APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20171493, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in

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respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or

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any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

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6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before,

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during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

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

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) 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 any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and

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- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

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

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

11 INDEPENDENT LEGAL ADVICE

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

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**APPENDIX 2
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below.

A) Executive Summary

Provide a brief executive summary of your Proposal. Summarize your understanding of the Project, including scope, vision, purpose, partners, values and timing.

B) Proponent Overview

i) Provide a description of your company, expertise, and include its ownership structure, the number of years in business and include company profiles for any sub-consultants.

If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

ii) Provide a summary of successful urban light rail streetcar engagements your company has undertaken in the last 5 years especially projects of a similar scale. What were the objectives and what were the outcomes from these projects? What methods were used to support project outcomes? Please include an overview of route and station planning, including option evaluations. Where sub-consultants were involved, clarify the extent of their role versus that of the Consultant.

iii) Provide a summary and examples of your Company's experience in civil design and civil engineering especially as it pertains to streetcar and light rail, as well as the interface between them and the street. Where possible, describe how designs include consideration of accessibility, aesthetics, sustainability, resiliency features as well as integration of green infrastructure or other complementary design features.

iv) Provide a summary and examples of your Company's experience in streetcar planning, including station placement, land use considerations, population and employment densities and ridership forecasting.

v) Proponents that are submitting a multi-firm bid, please demonstrate in detail how you will work together or have worked together in the past. Include any processes or work methodologies you intend to use.

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C) Key Personnel

i) Provide a complete organization chart for the project, identifying the project manager/partners and outline all roles and areas of responsibility including for all key personnel and sub-consultants and percent time availability. The City is interested to know the relevance of each proposed team member, including their knowledge, professional qualification and relevant experience to complete and deliver on the key tasks within the timelines outlined. In addition, describe their knowledge, professional qualification and relevant experience in urban light rail/streetcar transit systems planning, engineering design, construction, project management and cost estimation including track infrastructure, signals, stations, communication, train control systems, traction power, electrification and maintenance facilities; streetcar operations and maintenance facility design; civil engineering, traffic management, transportation engineering and design solutions; conceptual design of tracks and stations, streetcar technology and operation, ridership forecasting, and funding sources. Include information related to:

- Project management;
- preparing visually compelling presentations, reports, maps, graphics, charts;
- verbal and written communication; and
- tact, versatility, sound judgement and motivation.

ii) Also attach to this Form of Proposal as an additional Appendix, CVs with a focus on experience which is relevant to the scope of work, including the level of seniority for each task or project undertaken. Include at least three (3) relevant and successfully completed projects with references and telephone numbers for each key personnel.

iii) Proponents that are submitting a multi-firm bid are to demonstrate how the key personnel will work with one another and detail their project experience that shows they were a part of a previous joint project.

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D) Work Plan

i) In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail your understanding of the Project and comment on the feasibility of meeting the City's objectives and requirements. Provide a detailed plan of approach and methodology, including the description of the services proposed and the level of detail to be included in the Project Tasks and sub-tasks to complete each of the Deliverables. Outline methods by which the Proponent proposes to undertake the work including methods to control the scope, quality, schedule and cost of the project (Quality Management). The Proponent's work plan should make reference to the Requirements as appropriate.

ii) The Proponent should provide a timeline as necessary outlining key milestones for completion of each task and sub-task and each deliverable as well as all dates of meetings, workshops or consultations. The work schedule should incorporate at least a two week review time for City staff to provide comments on draft version of all major deliverables. The Proponent should make reference to the Requirements as appropriate.

iii) The Proponents should articulate all assumptions underlying their Proposal in terms of the amount of project management and other project resources that the Proponent would require from the City's Project Manager or other City staff in the performance of their services, including the following: a detailed list of all activities that the City is expected to undertake and a detailed list of all data and information required from the City to undertake the scope of services.

iv) The Proponent should provide details as to what they perceive to be the special challenges or considerations to successful completion of the project as described, as well as their strategy to overcome these challenges

v) A work plan for the provisional tasks (as stated in Part B, Section 6.3) is not required. However, the Proponent may choose to highlight their experience or skills or established methodologies that they could apply to the provisional tasks

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E) Project Timeline

In the space below, the Proponent is to provide a project schedule (Gantt chart) with key milestones to ensure that the Deliverable Schedule is completed on time and the initial draft report(s) is available no later than early October 2018 and the final report due by the end of November 2018 (If considered unrealistic, please state reason and propose new schedule).

F) Innovation, Alternative Solutions/Value Add

Notwithstanding any other provisions hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's requirements. Proponents should articulate any pricing impact of the alternative solution(s) provided. If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

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**APPENDIX 3
COMMERCIAL PROPOSAL**

- a) Proponents to complete this Appendix 3 - Commercial Proposal - Table 1 - Pricing Schedule and Table 2 - Schedule of Labor Rates) in the form set out below.
- b) Proponent to complete Table 3 - Provisional Additional Task Labor Rates
- c) Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).
- d) If the Proponent is submitting its Proposal via envelope please ensure Appendix 3 - Commercial Proposal is provided in a separate sealed envelope.
- e) Pricing in Table 1 - shall include:
 - i) a total maximum fee for the Services, inclusive of all disbursements and taxes (except GST, which is to be shown separately), showing all costs associated with the requirements and deliverables as outlined in the Requirements. Costs to complete reports and other deliverables due at the end of a phase should be included within the cost of each task.
 - ii) the estimated staff time for each task broken down by team member and proposed commencement and completion dates;
 - iii) the hourly billing rates for all team members;
 - iv) a breakdown of total maximum Project fee into the costs associated with each team member, inclusive of fees, disbursements and taxes (except GST);
 - v) a description of all disbursements, including a maximum amount for each.

Table 1: Pricing Schedule

Work Task/Phase/Deliverable	Description of Activities	Team Members	Team Member Activity Role	Estimated Hours	Total Amount
1. Initial Streetcar Principles					
Background Document Review					\$
Best Practice Review					\$
Design Guidelines					\$
Coordination					\$

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Workshop					\$
Disbursements					\$
GST not to be included in prices				Sub-Total Price	\$
Work Task/Phase/Deliverable	Description of Activities	Team Members	Team Member Activity Role	Estimated Hours	Total Amount
2. Feasibility Study					
Summary of Current Proposed Routing					\$
Streetcar Additional Technical Considerations					\$
Future Trends and Demand					\$
Confirmation of Streetcar Routing and Street Car Cross Sections					\$
Costing, Phasing and Implementation					\$
Disbursements					\$
GST not to be included in prices				Sub-Total Price	\$
Work Task/Phase/Deliverable	Description of Activities	Team Members	Team Member Activity Role	Estimated Hours	Total Amount
3. Other					
Disbursements					\$
GST not to be included in prices				Sub-Total Price	\$
TOTAL FEE FOR 1, 2, and 3 (GST not to be included in prices)					\$

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Table 2: Schedule of Labor Rates

Key Personnel / Team Members	Title/Activity/Role	Rate per Hour	Estimated Hours
		\$	
		\$	
		\$	
		\$	

Table 3: Provisional Additional Task Labor Rates

As per Part B - Requirements, Section 6.3, Proponent to indicate hourly rates for the types of personnel required for these provisional tasks (*this may include skills that the Proponent may not have, but which they can source through a sub-consultant when and if required.*) Pricing is to be fixed and valid for three years, effective from date of signed Agreement.

Title/Expertise/Role	Rate per Hour
	\$
	\$
	\$
	\$

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APPENDIX 4
PROPONENT'S REFERENCES

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

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Contract	
Brief Description of Work and Date Performed (include scope, challenges and outcomes)	
Project Value of Work	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Contract	
Brief Description of Work and Date Performed (include scope, challenges and outcomes)	
Project Value of Work	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Contract	
Brief Description of Work and Date Performed (include scope, challenges and outcomes)	
Project Value of Work	

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APPENDIX 5
CERTIFICATE OF INSURANCE

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

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 _____ If vehicles are insured by ICBC, complete and provide Form APV-47.
6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** Limits of Liability (Bodily Injury and Property Damage Inclusive) -
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Self-Insured Retention \$ _____
7. **PROFESSIONAL LIABILITY INSURANCE** Limits of Liability
 INSURER _____ Per Occurrence/Claim \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Occurrence/Claim \$ _____
 If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____
8. **OTHER INSURANCE**
 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

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APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

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 authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized 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: _____

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APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Complete this Appendix 7 - Corporate Sustainability Leadership Questionnaire in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the Proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises Additional social sustainability initiatives
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

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This section of the leadership questionnaire addresses the following:

- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Does your company own buildings in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 2.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings owned and/or rented space in Metro Vancouver with respect to the elements listed below. **Please limit answer to 400 words or less.**

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. Building envelope improvements (e.g., insulation, windows)
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). **Please limit answer to 250 words or less.**

3. Describe any other initiatives undertaken past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

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4. Does your company have an office or operations recycling program in place?

- ☐ Yes ☐ No

If yes, which materials does your company recycle -- **check only those that apply:**

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam
- ☐ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

5. Describe any other initiatives undertaken in the past three (3) years that have significantly reduced waste from your operations. **Please limit answer to 250 words or less.**

6. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply:**

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

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SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *Workplace development programs*
- *Supporting social enterprises*
- *Other social sustainability initiatives*

1. Does your company employ and/or provide training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☐ Yes ☐ No

If yes, describe the program including the name of non-profit or educational institution or government agency that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company.

1. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

☐ Yes ☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

2. Is your company structure either of the following:

- a. Social enterprise (as defined in Section 3 below).

☐ Yes ☐ No

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If yes, state the name of the non-profit or co-operative (including society and/or charitable number):

b. Community Contribution Company (C3 or CCC, as defined in Section 3 below)

☐ Yes ☐ No

3. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 250 words or less.**

SECTION 3: DEFINITIONS

Social Enterprise:

"Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada)." See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a "Social Enterprise" for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

Person with Barriers to Employment:

A "person with barriers to employment" is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For the purposes hereof, to qualify as a person with barriers to employment, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

Community Contribution Company (C3):

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“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.

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APPENDIX 8
PERSONAL INFORMATION CONSENT FORM(S)

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

PERSONAL INFORMATION CONSENT FORM

RFP Reference #PS20171493

Title: Streetcar Feasibility Study

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

_____ (Print
Name)

consent to the indirect collection from _____

_____ (Print Name of
Proponent)

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

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

_____) _____
Signature) Date
_____)

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**APPENDIX 9
SUBCONTRACTORS**

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

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

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

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APPENDIX 10
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

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

Section / General Condition	Proposed Amendment	Rationale and Benefit

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APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attach as Appendix 11 to this Form of Proposal proof of valid WorkSafeBC registration.

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APPENDIX 12
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 12 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

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

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PART D - FORM OF AGREEMENT

PART D
FORM OF AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the [day] day of [month/year] (the “Effective Date”)

BETWEEN:

CITY OF VANCOUVER

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

(the “City”)

OF THE FIRST PART

AND:

[CONSULTANT NAME]
[address]

(the “Consultant”)

OF THE SECOND PART

(the City and the Consultant are hereinafter
sometimes referred to individually as “Party” and
collectively as “Parties”)

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

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

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) “Agreement” means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) “Applicable Laws” means 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, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;

- (c) “City’s Site” means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) “City’s Project Manager” means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) “Confidential Information” has the meaning set out in Section 15.1
- (f) “Contract Document” refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) “Deliverables” has the meaning set out in Section 17.1;
- (h) “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;
- (i) “Project Team” has the meaning set out in subsection 2.2(c);
- (j) “Proposal” means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) “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;
- (k) “RFP” means Request for Proposal PS20171493 - Streetcar Feasibility Study, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) “Services” has the meaning set out in Section 2.1;
- (m) “Sub-contractor” has the meaning set out in Section 4.1; and
- (n) “Term” means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices B and C;

- (b) the Proposal; and
- (c) the RFP.

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the “Services”):

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
- (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.

2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

2.4 The Consultant will perform the Services:

- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices and design standards; and
- (c) in conformity with any and all Applicable Laws.

2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:

- (a) the requirements and appendices of this Agreement, or
- (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.

2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.

3.0 PROJECT TEAM

3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.

- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.
- 4.0 SUB-CONTRACTORS
- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a “Sub-contractor”) for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.
- 5.0 BASIS OF PAYMENT TO THE CONSULTANT
- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 The fees for the Services are described in this Section 5.0 and in **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]**. [Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-

contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.][**Modify or delete if the foregoing is not accurate.**]

- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
- 5.4 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed \$[insert amount].] [**Delete this section if inapplicable.**]
- 5.5 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$[insert amount] (the “Fixed Disbursement Amount”)] [**Delete this section if inapplicable.**].
- 5.6 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the “Maximum Fees and Disbursements”) will be \$[insert amount], plus GST and PST as applicable to the sale made to the City hereunder] [**Delete this section if inapplicable.**].
- 5.7 Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit. [**NTD: If there are specific monetary limits for specific categories of disbursements, then modify accordingly.**]
- 5.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.] [**Include only if applicable.**]
- 5.9 The Consultant will, by the 25th day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). 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 City’s 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 of 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. The invoice must contain:

- (a) the Consultant's name, address and telephone number;
 - (b) the City purchase order number;
 - (c) the name of the City's Project Manager;
 - (d) the invoice number and date;
 - (e) details of any applicable taxes (with each tax shown separately); and
 - (f) tax registration number(s).
- 5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.11 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.
- 5.12 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.
- 6.0 CHANGES TO SCOPE OF SERVICES**
- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section [insert] of the Proposal.][Delete if inapplicable.]

7.0 RELEASE AND INDEMNIFICATION

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

8.0 INSURANCE

- 8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

- 9.1 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 Agreement. 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 Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 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 contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

- 11.1 The City appoints [insert name] [email address] as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of [insert name]'s appointment as the City's Project Manager by the City, [insert name] will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by [insert name], and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

11.2 The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the “Consultant’s Project Manager”).

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City’s Project Manager and the Consultant’s Project Manager.

12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by [insert date] (the “Term”).

13.0 TERMINATION

13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days’ prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant’s “necessary and reasonable wind-up costs incurred” pursuant to Section 13.1 exceed \$1,000.00 (including all taxes).

14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively “Confidential Information”). Excluded from the definition of Confidential Information is:

- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
 - (b) information which was previously in the Consultant's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;

- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as deliverables;

(collectively, the "Deliverables").

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and

- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “Pre-Existing Materials”).
- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
 - (a) the date specified in this Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant 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 by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
 - (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City’s written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and

- (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.
- 18.0 NOTICES
- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).
- 19.0 NO CONFLICT OF INTEREST
- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - (a) an elected official or employee of the City; or
 - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

- 22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

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

24.0 INDEPENDENT LEGAL ADVICE

- 24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

- 25.1 Time of the Essence. Time shall be of the essence of this Agreement.
- 25.2 Unavoidable Delay. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform

under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “Unavoidable Delay” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources; the Consultant’s insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

- 26.1 No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants,

covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.

- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

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

CITY OF VANCOUVER

Authorized Signatory

Print Name and Title

[NAME OF CONSULTANT]

Authorized Signatory

Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a commercial general liability insurance policy 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 must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

A1.2 **Required Policy Terms**

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice,

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.3 **Insurance Certificate**

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 **Sub-Contractors' Insurance**

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

deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

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

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors 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 this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B - RFP

REQUEST FOR PROPOSALS NO. PS20171493
STREETCAR FEASIBILITY STUDY
PART D - FORM OF AGREEMENT

APPENDIX C - PROPOSAL