

File No.: 04-1000-20-2021-171

May 6, 2021

s.22(1)

Dear s.22(1)

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

I am responding to your request of March 23, 2021 for:

Request for Proposal or sole-source Notices of Intent under which Maria Stanborough of C+S planning group was awarded the contract to be the facilitator of the City of Vancouver Short-term Rentals Community Working Group. Date range: January 1, 2020 to November 15, 2020.

All responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request 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 (#04-1000-20-2021-171); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signature on file]

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

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ag



REQUEST FOR QUOTATION

Working Group Facilitator
Short-term Rental Community Working Group

RFQ No. PS20200316

Issue Date: March 3, 2020

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

IN RESPECT OF
THE DESIGN AND FACILITATION OF EXTERNAL COMMUNITY WORKING GROUP MEETINGS

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on March 20, 2020 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS# - Title – Vendor name.
 - Document format for submissions:
 - PDF format – 1 combined PDF file.
 - Zip the files to reduce file size if needed.
 - Send your submissions to elana.walker@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - Submitting the files via Drop box, FTP, or any other method, is not acceptable.
2. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
3. All queries related to this RFQ should be submitted in writing to the attention of:

Elana Walker

Email: elana.walker@vancouver.ca

(the “**Contact Person**”)

INSTRUCTIONS TO VENDOR	Pages 1
1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS	
2.0 COMPLIANCE WITH CITY POLICY	
3.0 INQUIRIES	
4.0 PRICING	
5.0 ADDRESS(ES) FOR DELIVERIES OR WORK	
6.0 DELIVERY TIMES OR WORK SCHEDULES	
7.0 QUANTITIES	
8.0 TERMS OF PAYMENT	
9.0 CONTRACTING	
10.0 ALTERNATIVES / DEVIATIONS	
11.0 EVALUATION CRITERIA	
12.0 NO CLAIMS AGAINST THE CITY	
13.0 CONFLICTS/COLLUSION/LOBBYING	
14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE	
 QUOTATIONS FORM	 Pages QF1
 APPENDIX 1 – REQUIREMENTS	 Pages A1-1
APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE	Page A2-1
APPENDIX 3 –FORM OF AGREEMENT	Pages A3-1
APPENDIX 4 – INSURANCE FORMS	Pages A4-1

INSTRUCTIONS TO VENDOR

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into one or more contracts in respect of Working Group Facilitator - Short-term Rental Community Working Group
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.5 Vendors should submit quotations via email in accordance with the above submission instructions and in the format provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the Contact Person as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 COMPLIANCE WITH CITY POLICY

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

3.0 INQUIRIES

- 3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

4.0 PRICING

- 4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* (“**PST**”), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* (“**GST**”), where applicable, except where expressly requested to the contrary.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so between approximately March 2020 and April 2020; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include the taxes required to be included under Section 4.1 above as well as all fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item or the performance of the applicable services.
- 4.4 Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the addresses as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work.

7.0 QUANTITIES

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

8.0 TERMS OF PAYMENT

- 8.1 The City’s standard payment terms are “net thirty (30) days” after receipt and approval of an invoice; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations.
- 8.2 Canadian-based vendors will be required to accept payment via Electronic Funds Transfer (except for one-time only payments). United States based vendors will be paid via cheque and international vendors will be paid via wire transfer.

9.0 CONTRACTING

- 9.1 The City currently expects that the result of this RFQ will be that it will propose the entry into a contract in the form of Appendix 3 .
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of

Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 ALTERNATIVES / DEVIATIONS

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

11.0 EVALUATION CRITERIA

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

12.0 NO CLAIMS AGAINST THE CITY

- 12.1 In submitting a quotation, the vendor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
 - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);
 - (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
 - (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

13.0 CONFLICTS/COLLUSION/LOBBYING

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

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

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

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

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

13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

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

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.

- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

QUOTATIONS FORM

ATTENTION: Elana Walker

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20200316 (THE "RFQ")

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

1.0 TABLE OF PRICES:

(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)

Personnel Rates			
Deliverables	Estimated Hours	Hourly Billing Rate	Subtotal
Consultant reviews background material, and provides feedback on draft Terms of Reference; provides high level outline of potential topics for each Working Group meeting in coordination with staff			
Consultant to select list of recommended members of the Working Group for review by staff and to notify the successful applicants once the City has approved the list of recommended members.			
Consultant develops draft detailed meeting agenda for first Working Group meeting, for review by City staff			
Consultant facilitates first Working Group meeting			
Consultant develops draft meeting agenda for second Working Group meeting, for review by City staff			
Consultant facilitates second Working Group meeting			
Consultant develops draft meeting agenda for third Working Group meeting, for review by City staff			
Consultant facilitates third Working Group meeting			
Consultant develops draft meeting agenda for fourth Working Group meeting, for review by City staff			
Consultant facilitates fourth Working Group meeting			
Consultant develops draft meeting agenda for fifth and final Working Group meeting, for review by City staff			
Consultant facilitates fifth and final Working			

REQUEST FOR QUOTATIONS NO. PS20200316
Working Group Facilitator - Short-term Rental Community Working Group

Consultant sends first draft of Summary Report for review by staff			
Consultant final draft of Summary Report			
Total Personnel Budget			
Direct Cost Expenses			
Type of Expense	Description		Cost Basis
Total Expenses Budget			
Scope of Work Requirements Total			
GST and PST, where applicable, should not be included in prices			\$

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

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

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
1.	[NOTE: Specify good or service], in accordance with the specifications or scope set out below.	\$			\$
2.	[NOTE: Specify good or service], in accordance with the specifications or scope set out below.	\$			\$
3.	[NOTE: Specify good or service], in accordance with the specifications or scope set out below.	\$			\$
GST should not be included in prices but prices should be inclusive of all PST.				TOTAL	\$

DESCRIPTIONS OF GOODS AND SERVICES:

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

3.0 TIME LIMITATIONS ON PRICING:

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

4.0 TIMES AND SCHEDULING

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

5.0 ENVIRONMENTAL AND SOCIAL SUSTAINABILITY

(Please indicate information concerning the environmental sustainability of the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases), including an explanation of any on-going efforts or plans that the vendors has, or steps that it has taken in the past to improve energy efficiency and / or minimise production of "greenhouse gas" emissions.)

(Please indicate information concerning the social sustainability of the goods or services offered with regards to advancing inclusion, reconciliation, equity and diversity by increasing economic opportunities for equity seeking populations (including but not limited to non-profits/coops, women, Indigenous persons, people with disabilities, LGBTQ+), including an explanation of any on-going efforts or plans the vendor has, or steps that it has taken in the past, to contribute to City goals & strategies of advancing inclusion, reconciliation, equity and diversity and / or to your organization's efforts to promote workforce diversity for underemployed, unemployed, under-represented populations (including but not limited to women, Indigenous People, newcomers/immigrants, visible minorities, People with Disabilities, and LGBTQ+ people).)

6.0 SUPPLIER AND WORKPLACE DIVERSITY

Please note that the Supplier and Workplace Diversity questions in this Section 6.0 are optional and will not form part of the evaluation of this RFQ. Vendors' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFQ.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including social/environmental certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majority owned/controlled/ by:

- ☐ Women
- ☐ Indigenous Peoples
- ☐ Non-Profit/Charity (Social Enterprise)
- ☐ Coop
- ☐ Community Contribution Corporation (3C/CCC)
- ☐ Ethno-cultural Persons
- ☐ People with Disabilities
- ☐ LGBTQ+
- ☐ Other: please indicate

**Social / Environmental
Certifications**

- ☐ BCorp
- ☐ BuySocial
- ☐ Supplier Diversity Certification
- ☐ Fairtrade
- ☐ Green Business Certification (ie. LEED, ClimateSmart)
- ☐ Other: please indicate

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). *Confidential & for information only*

Workforce Diversity:

- % Women
- % Indigenous Peoples
- % Ethno-cultural People
- % People with Disabilities
- % LGBTQ+
- % Other: please indicate

7.0 TERMS OF PAYMENT

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

8.0 CONFLICTS/COLLUSION/LOBBYING

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

9.0 OTHER INFORMATION

(Please set forth in this Section 9.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)

10.0 TERMS AND CONDITIONS

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

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

Company Name: _____

Signature of Authorized Signing
Officer: _____

Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

APPENDIX 1 – REQUIREMENTS

1.0 Summary

The City of Vancouver is seeking to find a highly experienced facilitator to establish, coordinate and facilitate the activities of a Short-term Rental Community Working Group (the “Working Group”) to provide input to City staff on the evolution of the City’s short-term rental (STR) regulations.

Working Group membership shall be comprised of approximately 14 Vancouver residents, one external facilitator as chair, and supported by City of Vancouver staff as subject matter experts and decision- makers. Members will be selected on the basis of their interest and demographics to ensure a diverse and balanced set of viewpoints.

It is expected that the Working Group will meet approximately five times from April 2020 to April 2021. Meetings will generally occur on weekday evenings between 6:30pm and 8:30pm in CityLab at 515 West Broadway, Vancouver BC, V5Z 1E6 (exact dates to be determined).

2.0 Background

A key action of the City of Vancouver’s 10-year [Housing Vancouver Strategy](#), STR regulations are guided by the following Council-approved principles:

1. Protect long-term rental supply;
2. Ensure health and safety;
3. Encourage neighbourhood fit;
4. Promote tax and regulatory equity;
5. Support the tourism industry;
6. Encourage compliance; and
7. Enable supplemental income.

A short term rental can:

- Be an entire home, or a room within that home, that is rented for less than 30 consecutive days at a time
- Only be operated from your principal residence – the home where you live, as an owner or tenant, and use for bills, identification, taxes, and insurance

More specific information on the STR regulations can be found online at vancouver.ca/short-termrentals.

Since STR regulations came into effect, staff have held discussions with select stakeholders, including strata corporations and property managers, as well as various interested members of the community including authors of the widely shared citizens’ report entitled “[Unintended Opportunities](#).” Some of these groups have called on the City to regularly accept offers of resources from the community, which could bolster citizens’ confidence in the City’s STR program.

To that end, staff are establishing a STR Working Group. The primary purpose of this Working Group is to gather a broad variety of community voices to provide City of Vancouver staff with

ongoing insight on community impacts from STRs and input on the evolution of the City's STR regulations. Any discussions or input put forward by the Working Group should align with the seven aforementioned Guiding Principles.

In addition, the Working Group will also serve as a platform to foster mutual understanding and dialogue between different community perspectives.

The City of Vancouver envisions the Working Group to be an important forum for the discussions of concerns, and opportunities with respect to STRs in Vancouver. Input provided by the Working Group may inform the policy development, licensing, and enforcement work of City staff, who retain full autonomy and responsibility for making decisions about the City's STR regulations. The Working Group will not have authority to commit or direct City resources or staff.

The role of Working Group members is to:

1. Report and discuss any issue or concern with respect to STRs that are affecting their community;
2. Help City of Vancouver staff understand how STR regulations are affecting their community and assist staff in refining any solutions;
3. Provide feedback on any new initiative or policy brought forward by staff; and
4. Present potential ideas to enhance or update the City's STR regulations that City of Vancouver staff may wish to consider.

3.0 Scope of Work

The City seeks to find a highly experienced facilitator to provide the following services:

- Review background material, including Council Reports;
- Provide feedback on the draft Terms of Reference;
- Develop high-level outline of potential topics for each Working Group meeting in coordination with staff;
- Select participants based on membership composition outlined in the Working Group Terms of Reference, to be decided by City staff; and notify successful applicants;
- Develop detailed meeting agendas in coordination with City staff, including determining appropriate topics and discussion questions;
- Facilitate and guide all process-related aspects of the meetings including welcoming participants, providing an overview of the meeting agenda, moderating discussion, and having a scribe for compiling minutes;
- Prepare written content for the City of Vancouver website including agendas, minutes, and brief monthly updates;
- Provide process-related materials (e.g. flip charts, worksheets, post-it notes, and markers); and
- Complete and provide a Summary Report highlighting the issues that have been discussed by the Working Group and the potential solutions to each issue.

For greater clarity, City staff will:

- Be responsible for selection of engagement techniques;
- Make the final decision on the appointment of Working Group members;
- Oversee event logistics for venue, tables & chairs, and AV equipment;
- create/Develop material for a website for Working Group materials, with content from the

REQUEST FOR QUOTATIONS NO. PS20200316
Working Group Facilitator - Short-term Rental Community Working Group

Consultant.

- Prepare and provide brief informational presentations; and
- Provide background or other technical materials, as required.

4.0 Schedule

All dates below are tentative and subject to change.

Work item	Timeline
Request for proposals for facilitation services	March 6, 2020 to March 20, 2020
Consultant selected	Week of March 23, 2020
City promotes and seeks applications for Working Group	March 23, 2020 to April 10, 2020
Consultant reviews background material, and provides feedback on draft Terms of Reference; provides high-level outline of potential topics for each Working Group meeting in coordination with staff	April 10, 2020
Consultant selects list of recommended members of Working Group for review by staff	Week of April 13
Consultant develops draft detailed meeting agenda for first Working Group meeting, for review by City staff	Week of April 20, 2020
Consultant facilitates first Working Group meeting	May 5, 2020
Consultant develops draft meeting agenda for second Working Group meeting, for review by City staff	Week of June 29, 2020
Consultant facilitates second Working Group meeting	July 9, 2020
Consultant develops draft meeting agenda for third Working Group meeting, for review by City staff	Week of September 14, 2020
Consultant facilitates third Working Group meeting	September 29, 2020
Consultant develops draft meeting agenda for fourth Working Group meeting, for review by City staff	Week of November 3, 2020
Consultant facilitates fourth Working Group meeting	November 17, 2020
Consultant develops draft meeting agenda for fifth and final Working Group meeting, for review by City staff	Week of February 1, 2021
Consultant facilitates fifth and final Working Group meeting	February 16, 2021
Consultant sends first draft of Summary Report for review by staff	Week of March 29, 2021
Staff reviews draft of Summary Report and sends edits/comments	April 9, 2021
Consultant final draft of Summary Report	April 19, 2021
End of contract	April 30, 2021

4.0 City provided

The following background documents and previous studies will be made available, including but not necessarily limited to:

- Short-term Rental Highlight Report: <https://vancouver.ca/files/cov/short-term-rental-highlights-report.pdf>
- “Short-term Rentals (STR) One-year Review (2019 Council Presentation): <https://council.vancouver.ca/20191106/documents/cfsc1presentation.pdf>
- “One-year Review of the Short-term Rental (STR) Program.” (2019 Council Report): <https://council.vancouver.ca/20191106/documents/cfsc1.pdf>
- “Enactment and Implementation of Short-term Rental Regulations.” (2018 Council Report): https://council.vancouver.ca/documents/pspc7_000.pdf
- “Regulating Short-term Rentals in Vancouver.” (2017 Council Report): <https://council.vancouver.ca/20170711/documents/rr1.pdf>
- “Regulating Short-term Rentals in Vancouver.” (2016 Council Report): <https://council.vancouver.ca/20161005/documents/pspc1c.pdf>
- Housing Vancouver Strategy: <https://council.vancouver.ca/20171128/documents/rr1appendixa.pdf>
- Housing Vancouver 3 Year Action Plan 2018-2020: <https://council.vancouver.ca/20171128/documents/rr1appendixb.pdf>
- Housing Vancouver Strategy Annual Progress Report and Data Book 2019: <https://vancouver.ca/files/cov/2019-housing-vancouver-annual-progress-report-and-data-book.pdf>

APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

APPENDIX 3 –FORM OF AGREEMENT

Sample Form of Agreement – Services Contract – Attached

APPENDIX 4 – INSURANCE FORMS

Certificate of Existing Insurance – Attached.



REQUEST FOR QUOTATION

Working Group Facilitator
Short-term Rental Community Working Group

RFQ No. PS20200316

Issue Date: August 17, 2020

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

IN RESPECT OF
THE DESIGN AND FACILITATION OF EXTERNAL COMMUNITY WORKING GROUP MEETINGS

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on August 24, 2020 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS# - Title – Vendor name.
 - Document format for submissions:
 - PDF format – 1 combined PDF file.
 - Zip the files to reduce file size if needed.
 - Send your submissions to elana.walker@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - Submitting the files via Drop box, FTP, or any other method, is not acceptable.
2. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
3. All queries related to this RFQ should be submitted in writing to the attention of:

Elana Walker

Email: elana.walker@vancouver.ca

(the “**Contact Person**”)

INSTRUCTIONS TO VENDOR	Pages 1
1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS	
2.0 COMPLIANCE WITH CITY POLICY	
3.0 INQUIRIES	
4.0 PRICING	
5.0 ADDRESS(ES) FOR DELIVERIES OR WORK	
6.0 DELIVERY TIMES OR WORK SCHEDULES	
7.0 QUANTITIES	
8.0 TERMS OF PAYMENT	
9.0 CONTRACTING	
10.0 ALTERNATIVES / DEVIATIONS	
11.0 EVALUATION CRITERIA	
12.0 NO CLAIMS AGAINST THE CITY	
13.0 CONFLICTS/COLLUSION/LOBBYING	
14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE	
 QUOTATIONS FORM	 Pages QF1
 APPENDIX 1 – REQUIREMENTS	 Pages A1-1
APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE	Page A2-1
APPENDIX 3 –FORM OF AGREEMENT	Pages A3-1
APPENDIX 4 – INSURANCE FORMS	Pages A4-1

INSTRUCTIONS TO VENDOR

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into one or more contracts in respect of Working Group Facilitator - Short-term Rental Community Working Group
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.5 Vendors should submit quotations via email in accordance with the above submission instructions and in the format provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the Contact Person as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 COMPLIANCE WITH CITY POLICY

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

3.0 INQUIRIES

- 3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

4.0 PRICING

- 4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* (“**PST**”), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* (“**GST**”), where applicable, except where expressly requested to the contrary.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so between approximately March 2020 and April 2020; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include the taxes required to be included under Section 4.1 above as well as all fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item or the performance of the applicable services.
- 4.4 Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the addresses as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work.

7.0 QUANTITIES

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

8.0 TERMS OF PAYMENT

- 8.1 The City’s standard payment terms are “net thirty (30) days” after receipt and approval of an invoice; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations.
- 8.2 Canadian-based vendors will be required to accept payment via Electronic Funds Transfer (except for one-time only payments). United States based vendors will be paid via cheque and international vendors will be paid via wire transfer.

9.0 CONTRACTING

- 9.1 The City currently expects that the result of this RFQ will be that it will propose the entry into a contract in the form of Appendix 3 .
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of

Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 ALTERNATIVES / DEVIATIONS

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

11.0 EVALUATION CRITERIA

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

12.0 NO CLAIMS AGAINST THE CITY

- 12.1 In submitting a quotation, the vendor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
 - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);
 - (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
 - (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

13.0 CONFLICTS/COLLUSION/LOBBYING

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

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

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

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

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

13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

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

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.

- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

QUOTATIONS FORM

ATTENTION: Elana Walker

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20200316 (THE "RFQ")

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

1.0 TABLE OF PRICES:

(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)

Personnel Rates			
Deliverables	Recommended Hours	Hourly Billing Rate	Subtotal
Consultant reviews background material, and provides feedback on draft Terms of Reference; provides high level outline of potential topics for each Working Group meeting in coordination with staff	#		
Consultant to select list of recommended members of the Working Group for review by staff and to notify the successful applicants once the City has approved the list of recommended members.	#		
Consultant develops draft detailed meeting agenda for first Working Group meeting, for review by City staff	#		
Consultant facilitates first Working Group meeting	#		
Consultant develops draft meeting agenda for second Working Group meeting, for review by City staff	#		
Consultant facilitates second Working Group meeting	#		
Consultant develops draft meeting agenda for third Working Group meeting, for review by City staff	#		
Consultant facilitates third Working Group meeting	#		
Consultant develops draft meeting agenda for fourth Working Group meeting, for review by City staff	#		
Consultant facilitates fourth Working Group meeting	#		

REQUEST FOR QUOTATIONS NO. PS20200316
Working Group Facilitator - Short-term Rental Community Working Group

Consultant develops draft meeting agenda for fifth and final Working Group meeting, for review by City staff	#		
Consultant facilitates fifth and final Working	#		
Consultant sends first draft of Summary Report for review by staff	#		
Consultant final draft of Summary Report	#		
Total Personnel Budget			
Direct Cost Expenses			
Type of Expense	Description		Cost Basis
Total Expenses Budget			
Scope of Work Requirements Total			
GST and PST, where applicable, should not be included in prices			\$

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

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

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
1.	[NOTE: Specify good or service] , in accordance with the specifications or scope set out below.	\$			\$
2.	[NOTE: Specify good or service] , in accordance with the specifications or scope set out below.	\$			\$
3.	[NOTE: Specify good or service] , in accordance with the specifications or scope set out below.	\$			\$
GST should not be included in prices but prices should be inclusive of all PST.				TOTAL	\$

DESCRIPTIONS OF GOODS AND SERVICES:

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

3.0 TIME LIMITATIONS ON PRICING:

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

4.0 TIMES AND SCHEDULING

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

5.0 ENVIRONMENTAL AND SOCIAL SUSTAINABILITY

(Please indicate information concerning the environmental sustainability of the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases), including an explanation of any on-going efforts or plans that the vendors has, or steps that it has taken in the past to improve energy efficiency and / or minimise production of "greenhouse gas" emissions.)

(Please indicate information concerning the social sustainability of the goods or services offered with regards to advancing inclusion, reconciliation, equity and diversity by increasing economic opportunities for equity seeking populations (including but not limited to non-profits/coops, women, Indigenous persons, people with disabilities, LGBTQ+), including an explanation of any on-going efforts or plans the vendor has, or steps that it has taken in the past, to contribute to City goals & strategies of advancing inclusion, reconciliation, equity and diversity and / or to your organization's efforts to promote workforce diversity for underemployed, unemployed, under-represented populations (including but not limited to women, Indigenous People, newcomers/immigrants, visible minorities, People with Disabilities, and LGBTQ+ people).)

6.0 SUPPLIER AND WORKPLACE DIVERSITY

Please note that the Supplier and Workplace Diversity questions in this Section 6.0 are optional and will not form part of the evaluation of this RFQ. Vendors' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFQ.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including social/environmental certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majority owned/controlled/ by:

Social / Environmental

REQUEST FOR QUOTATIONS NO. PS20200316
Working Group Facilitator - Short-term Rental Community Working Group

<input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate	Certifications <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
---	---

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). *Confidential & for information only*

Workforce Diversity:

- % Women
- % Indigenous Peoples
- % Ethno-cultural People
- % People with Disabilities
- % LGBTQ+
- % Other: please indicate

7.0 TERMS OF PAYMENT

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

8.0 CONFLICTS/COLLUSION/LOBBYING

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

9.0 OTHER INFORMATION

(Please set forth in this Section 9.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)

10.0 TERMS AND CONDITIONS

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

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

Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

APPENDIX 1 – REQUIREMENTS

1.0 Summary

The City of Vancouver is seeking to find a highly experienced facilitator to establish, coordinate and facilitate the activities of a Short-term Rental Community Working Group (the “Working Group”) to provide input to City staff on the evolution of the City’s short-term rental (STR) regulations.

Working Group membership shall be comprised of approximately 14 Vancouver residents, one external facilitator as chair, and supported by City of Vancouver staff as subject matter experts and decision- makers. Members will be selected on the basis of their interest and demographics to ensure a diverse and balanced set of viewpoints.

It is expected that the Working Group will meet approximately five times from November 2020 to October 2021. To support social distancing given the ongoing COVID-19 pandemic, all meetings will take place remotely via Cisco Webex on weekday evenings between 6:30pm and 8:30pm (exact dates to be determined).

2.0 Background

A key action of the City of Vancouver’s 10-year [Housing Vancouver Strategy](#), STR regulations are guided by the following Council-approved principles:

1. Protect long-term rental supply;
2. Ensure health and safety;
3. Encourage neighbourhood fit;
4. Promote tax and regulatory equity;
5. Support the tourism industry;
6. Encourage compliance; and
7. Enable supplemental income.

A short term rental can:

- Be an entire home, or a room within that home, that is rented for less than 30 consecutive days at a time
- Only be operated from your principal residence – the home where you live, as an owner or tenant, and use for bills, identification, taxes, and insurance

More specific information on the STR regulations can be found online at vancouver.ca/short-termrentals.

Since STR regulations came into effect, staff have held discussions with select stakeholders, including strata corporations and property managers, as well as various interested members of the community including authors of the widely shared citizens’ report entitled “[Unintended Opportunities](#).” Some of these groups have called on the City to regularly accept offers of resources from the community, which could bolster citizens’ confidence in the City’s STR program.

To that end, staff are establishing a STR Working Group. The primary purpose of this Working Group is to gather a broad variety of community voices to provide City of Vancouver staff with ongoing insight on community impacts from STRs and input on the evolution of the City's STR regulations. Any discussions or input put forward by the Working Group should align with the seven aforementioned Guiding Principles.

In addition, the Working Group will also serve as a platform to foster mutual understanding and dialogue between different community perspectives.

The City of Vancouver envisions the Working Group to be an important forum for the discussions of concerns, and opportunities with respect to STRs in Vancouver. Input provided by the Working Group may inform the policy development, licensing, and enforcement work of City staff, who retain full autonomy and responsibility for making decisions about the City's STR regulations. The Working Group will not have authority to commit or direct City resources or staff.

The role of Working Group members is to:

1. Report and discuss any issue or concern with respect to STRs that are affecting their community;
2. Help City of Vancouver staff understand how STR regulations are affecting their community and assist staff in refining any solutions;
3. Provide feedback on any new initiative or policy brought forward by staff; and
4. Present potential ideas to enhance or update the City's STR regulations that City of Vancouver staff may wish to consider.

3.0 Scope of Work

The City seeks to find a highly experienced facilitator to provide the following services:

- Review background material, including Council Reports;
- Provide feedback on the draft Terms of Reference;
- Develop high-level outline of potential topics for each Working Group meeting in coordination with staff;
- Select participants based on membership composition outlined in the Working Group Terms of Reference, to be decided by City staff; and notify successful applicants;
- Develop detailed meeting agendas in coordination with City staff, including determining appropriate topics and discussion questions;
- Facilitate and guide all process-related aspects of the meetings including providing an overview of the meeting agenda, moderating discussion, and having a scribe for compiling minutes;
- Prepare written content for the City of Vancouver website including agendas, minutes, and brief monthly updates
- Complete and provide a Summary Report highlighting the issues that have been discussed by the Working Group and the potential solutions to each issue.

For greater clarity, City staff will:

- Be responsible for selection of engagement techniques;
- Make the final decision on the appointment of Working Group members;
- Oversee meeting logistics and technical requirements for remote meetings on Cisco Webex;

REQUEST FOR QUOTATIONS NO. PS20200316
Working Group Facilitator - Short-term Rental Community Working Group

- Create/develop material for a website for Working Group materials, with content from the Consultant.
- Prepare and provide brief informational presentations; and
- Provide background or other technical materials, as required.

4.0 Schedule

All dates below are tentative and subject to change.

Work item	Timeline
Request for proposals for facilitation services	August 24 to September 11, 2020
Consultant selected	Week of September 14, 2020
City promotes and seeks applications for Working Group	September 14 to October 2, 2020
Consultant reviews background material, and provides feedback on draft Terms of Reference; provides high-level outline of potential topics for each Working Group meeting in coordination with staff	October 2, 2020
Consultant selects list of recommended members of Working Group for review by staff	Week of October 12, 2020
Consultant develops draft detailed meeting agenda for first Working Group meeting, for review by City staff	Week of November 2, 2020
Consultant facilitates first Working Group meeting	November 17, 2020
Consultant develops draft meeting agenda for second Working Group meeting, for review by City staff	Week of January 18, 2021
Consultant facilitates second Working Group meeting	February 3, 2021
Consultant develops draft meeting agenda for third Working Group meeting, for review by City staff	Week of March 29, 2021
Consultant facilitates third Working Group meeting	April 14, 2021
Consultant develops draft meeting agenda for fourth Working Group meeting, for review by City staff	Week of May 31, 2021
Consultant facilitates fourth Working Group meeting	June 16, 2021
Consultant develops draft meeting agenda for fifth and final Working Group meeting, for review by City staff	Week of September 13, 2021
Consultant facilitates fifth and final Working Group meeting	September 29, 2021
Consultant sends first draft of Summary Report for review by staff	October 25, 2021
Staff reviews draft of Summary Report and sends edits/comments	October 29, 2021
Consultant final draft of Summary Report	November 8, 2021
End of contract	November 19, 2021

4.0 City provided

The following background documents and previous studies will be made available, including but not necessarily limited to:

- Short-term Rental Highlight Report: <https://vancouver.ca/files/cov/short-term-rental-highlights-report.pdf>
- "Short-term Rentals (STR) One-year Review (2019 Council Presentation): <https://council.vancouver.ca/20191106/documents/cfsc1presentation.pdf>
- "One-year Review of the Short-term Rental (STR) Program." (2019 Council Report): <https://council.vancouver.ca/20191106/documents/cfsc1.pdf>
- "Enactment and Implementation of Short-term Rental Regulations." (2018 Council Report): https://council.vancouver.ca/documents/pspc7_000.pdf
- "Regulating Short-term Rentals in Vancouver." (2017 Council Report): <https://council.vancouver.ca/20170711/documents/rr1.pdf>
- "Regulating Short-term Rentals in Vancouver." (2016 Council Report): <https://council.vancouver.ca/20161005/documents/pspc1c.pdf>
- Housing Vancouver Strategy: <https://council.vancouver.ca/20171128/documents/rr1appendixa.pdf>
- Housing Vancouver 3 Year Action Plan 2018-2020: <https://council.vancouver.ca/20171128/documents/rr1appendixb.pdf>
- Housing Vancouver Strategy Annual Progress Report and Data Book 2019: <https://vancouver.ca/files/cov/2019-housing-vancouver-annual-progress-report-and-data-book.pdf>

APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

APPENDIX 3 –FORM OF AGREEMENT

Sample Form of Agreement – Services Contract – Attached

City of Vancouver (the "City")

AND: <legal name of other party> (the "Contractor")

having the following address:

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

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

having the following address:

[address of other party]

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

Name of City Project Manager: []

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

PART A - SERVICES:

<Insert description.>

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

The Services are further described in Schedule A. <.>

Start date for the Services: <.> (the "Start Date")

The Contractor agrees to complete the Services by: <.>

PART B - FEES AND EXPENSES:

Fees: <description>
[Insert description of fees and state which taxes will be charged in addition to the fees and/or which taxes are included in the fees.]

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

Maximum Amount of Fees and Expenses (the "Maximum Amount"):
<description>
[Insert description of cap and state which taxes will be charged on top of the cap and/or which taxes are to be included in the cap.]

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

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

Defintions:
"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.
"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.

PART C: APPROVED SUBCONTRACTORS

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

SCHEDULE D: INSURANCE

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

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

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All policies will provide that the insurer will provide the City with sixty (60) days' prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

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

Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

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

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

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

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

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

PART E: ADDITIONAL TERMS

 [Describe or write "None".]

The following are integral parts of this Services Contract:

- name of first schedule>;
- name of second schedule>; and
- name of third schedule>.

[Delete if no attachments.]

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

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

Per: _____
[Name and Title]

Per: _____
[Name and Title]

SIGNED AND DELIVERED on behalf of the Contractor by its
authorized signatory(ies):

Per: _____
[Name and Title]

Per: _____
[Name and Title]

SAMPLE

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

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

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.
5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and

future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.

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

Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
 - a. Release

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

- b. Acceptance "As Is"
In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.
- c. Indemnity
Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- d. Separate from Other Remedies and Rights
Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- e. Survival of Release/Indemnity
This Section 16 will survive the expiry or sooner termination of this Contract.
- B. CHANGES TO SERVICES**
17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.
- C. PAYMENT**
19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
- Contractor name, address and telephone;
 - City purchase order number;
 - Name of the City's Project Manager;
 - Invoice number and date;
 - Details of any applicable taxes; and
 - Tax registration number(s).
21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.
- D. GENERAL**
27. **Time for Performance.** Time is of the essence in this Contract.
28. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
29. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
30. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
31. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
32. **Termination.** The City may terminate this Contract:
- a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
- If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.
33. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
34. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
35. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
36. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
37. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.

38. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. **END OF TERMS AND CONDITIONS OF SERVICES CONTRACT**

SAMPLE

APPENDIX 4 – INSURANCE FORMS

Certificate of Existing Insurance – Attached.



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

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

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

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

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

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

7. PROFESSIONAL LIABILITY INSURANCE

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

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

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated _____