



REQUEST FOR PROPOSAL

STANLEY PARK ARTISTIC DIRECTOR GHOST TRAIN AND BRIGHT NIGHTS

RFP No. PS20120150

Issue Date: February 23rd, 2012

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STANLEY PARK EVENT MANAGEMENT SERVICES - GHOST TRAIN AND BRIGHT NIGHTS
PART A - INTRODUCTION

1.0 OVERVIEW OF RFP

1.1 This Request for Proposal (“RFP”) is an opportunity to submit Proposals for the City’s review and, depending on the City’s evaluation, to negotiate with the City to finalize and execute a contract.

1.2 This RFP consists of 4 parts:

- (a) PART A - INTRODUCTION: This part sets out the key dates and contact information for the RFP process;
- (b) PART B - INSTRUCTION TO PROPONENTS: This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;
- (c) PART C - FORM OF PROPOSAL: This part contains the format and information requested by the City to be contained and submitted in the Proposal. The Proposal should be submitted in a two envelope system: Commercial Proposal and Management Proposal; and
- (d) PART D - FORM OF AGREEMENT: This part contains the City’s proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

2.0 KEY DATES

2.1 Proponents should note the following key dates:

Event	Time/Date
Deadline for submission of Information Meeting Response form	Friday, March 2nd, 2012 4:00:00 p.m.
Information Meeting	Friday, March 9th, 2012, 2:00:00 p.m. Vancouver Park Board Administration Office 2099 Beach Avenue, Vancouver, B.C. V6G 1Z4
Deadline for Enquiries	Friday, March 16th, 2012, 4:00 p.m. Enquiries received five [5] days before the Closing Time may not be processed and may not receive a response. The City’s Purchasing Services Office is open on Business Days from 8:30 am to 4:30 p.m. and closed Saturdays, Sundays, and holidays.
Closing Time	Tuesday, March 27th, 2012 4:00:00 p.m.

3.0 CONTACT PERSON

3.1 The Contact Person for this RFP is:

Dino Goundouvas

dino.goundouvas@vancouver.ca

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PART A - INTRODUCTION

3.2 Proponents shall direct all enquiries, in writing, to the Contact Person. Telephone enquiries are not permitted.

4.0 CLOSING TIME

4.1 Proponents should submit their Proposals on or before the date and time as specified in Section 2.1 (the "Closing Time"). Closing Time and "Vancouver time" will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.

5.0 DELIVERY ADDRESS FOR PROPOSALS

5.1 Proponents shall submit their Proposals to the following address:

Purchasing Services

City of Vancouver, Supply Management

City Square - #310 East Tower, 555 West 12th Avenue

Vancouver, British Columbia, Canada V5Y 1V4

Proposals submitted by fax or email will not be accepted.

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PART B - INSTRUCTIONS TO PROPONENTS

PART B - INSTRUCTIONS TO PROPONENTS

In this RFP, capitalized terms have the meanings set out in Section 24 (Definitions) of PART B - INSTRUCTIONS TO PROPONENTS and in PART D - FORM OF AGREEMENT, except where otherwise expressly provided or the context otherwise requires.

1.0 OVERVIEW

- 1.1 This RFP identifies a business opportunity for the successful Proponent to provide services as artistic director for two (2) annual special events at the Stanley Park Miniature Railway including Bright Nights and the Ghost Train for a period of one (1) year with the possibility of two (2) additional one (1) year negotiable extensions. The Stanley Park Ghost Train operates approximately 28 days, in October. The hours generally are Sunday through Thursday from 3:00 p.m. to 11:00 p.m. Fridays and Saturdays from 3:00 p.m. to 12:00 a.m. Bright Nights in Stanley Park operates approximately 33 days in December and January. The operating hours are similar to the Stanley Park Ghost Train. The scope includes preparation and planning, which will include attendance at all planning meetings beginning in April, installation of all static and live theatrical displays, development of a theme for Ghost Train, providing performers, management of all production and post production elements.
- 1.2 The City is requesting Proposals from interested firms with expertise in theatrical performance and display management services.
- 1.3 The purpose of this RFP is to select a Proponent with the capability and experience to efficiently and cost-effectively satisfy and deliver all of the requirements described in this RFP.
- 1.4 The successful Proponent will be the Proponent who offers the best value which will be assessed in the City's sole and absolute discretion as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, and operations and maintenance enhancements.
- 1.5 Sustainability
- (a) The City's Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/fs/bid/epp/index.htm> align the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.
- (b) Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Proponents is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

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1.6 The requirements are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP.

3.0 INFORMATION MEETING

3.1 A Proponents' information meeting (the "Information Meeting") will be held:

Date: as specified in Section 2.1 of Part A

Time: as specified in Section 2.1 of Part A

Location: 2099 Beach Avenue, Vancouver, B.C. V6G 1Z4

The Information Meeting will include: an overview of the requirements and an overview of the background documents and process. This meeting will also enable Proponents to seek clarification on RFP issues in a communal forum.

3.2 Proponents are encouraged to read this RFP and submit any questions relating to this RFP document to the Contact Person prior to the Information Meeting.

3.3 All Proponents should pre-register for the Information Meeting by submitting an Information Meeting Attendance Form (Appendix 1 to this Part B) by fax to 604-257-8192 or e-mail to dino.goundouvas@vancouver.ca by Friday, March 2, 2012 by 4:00pm.

3.4 The City will in good faith attempt to give accurate verbal responses to questions during the Information Meeting but Proponents are advised that they may only rely on the formal written response/summary to be issued by the City following the Information Meeting. The formal written response/summary will be issued by the City as soon as possible and will be posted to the City's website as outlined above.

4.0 CONDUCT OF RFP - INQUIRIES AND CLARIFICATIONS

4.1 The City's Director of Supply Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.

4.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person as set out in PART A - INTRODUCTION. If required, an addendum will be issued and posted on the City's website as outlined above.

5.0 CONTRACT REQUIREMENTS

5.1 Proponents should indicate the extent to which the Form of Agreement is consistent with their Proposal. If the Proposal is inconsistent with the Form of Agreement, the Proponent should provide alternative contractual language in their Proposal.

5.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within

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the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to signing the Agreement.

6.0 PRICING

6.1 Pricing is to be submitted, as part of the Commercial Proposal, in a separate envelope/package from the Management Proposal.

6.2 Prices quoted are to be exclusive of HST but inclusive of all other costs including, without limitation, freight, unloading at destination, import duties, taxes (other than HST), brokerage fees, royalties, handling, overhead and profit.

6.3 Prices shall be quoted in Canadian currency.

6.4 Pricing is to be submitted individually for each of the two events outlined in this RFP and then summarized in a total for both events. Only submissions with pricing submissions for both events will be considered.

7.0 SUBMISSION OF PROPOSALS

7.1 The submission instructions for Proposals are provided in Part C - FORM OF PROPOSAL. Proposals should be submitted in a two envelope/package system (Commercial Proposal and Management Proposal, as separate envelopes/packages) clearly marked with the *Proponent's Name, the RFP title and the RFP reference number. The Commercial Proposal and Management Proposal should be clearly identified and distinguishable.*

7.2 Proponents should submit three (3) hard copies of their Proposal in two parts as further described in PART C - FORM OF PROPOSAL (Management Proposal and Pricing Proposal) in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda. Proponents should also submit one (1) electronic copy of their Proposal in the same format described above on CD.

7.3 Only the English language may be used in responding to this RFP.

7.4 Proposals received after the Closing Time or in locations other than the address indicated in PART A - INTRODUCTION, may or may not be accepted and may or may not be returned.

7.5 Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the Proponent's name and the RFP title and reference number.

7.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

7.7 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

8.0 PROPOSAL FORMAT

8.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.

8.2 Proponents are requested to provide their Proposal in the format and including the content described in PART C - FORM OF PROPOSAL.

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9.0 BID SECURITY

9.1 No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this RFP.

10.0 OPENING OF PROPOSALS

10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

11.0 EVALUATION OF PROPOSALS

11.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, sustainability, price and any other relevant criteria as determined by the City in its sole and absolute discretion.

11.2 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. The City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City.

11.3 The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

11.4 The City may elect to short list Proponents and evaluate the Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, furnishing additional technical data and proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate all or any one set of negotiations with the short-listed Proponents.

11.5 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

11.6 The City may request that any or all Sub-contractors of the Proponent undergo the same evaluation process.

12.0 PROPOSAL APPROVAL

12.1 Proposal approval is contingent on funds being approved and the Proposal being approved by Vancouver City Council. Only then may the successful Proponent and the City proceed to settle, draft and sign the Agreement.

12.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign the Agreement.

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- 12.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.
- 12.4 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposal;
 - (d) accept a Proposal which is not the lowest proposal;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in this RFP;
 - (f) reject a Proposal even if it is the only Proposal received by the City;
 - (g) accept all or any part of a Proposal; and
 - (h) split the Requirements between one or more Proponents.
- 13.0 ALTERNATE SOLUTIONS
- 13.1 If in addition to proposing services which meet the requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Management Proposal. Any pricing impact of the alternate solution should be provided separately in the Commercial Proposal.
- 14.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT
- 14.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 15.0 NON-RESIDENT WITHHOLDING TAX
- 15.1 Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least thirty (30) days before commencing the service.
- 16.0 NO OBLIGATION ASSUMED BY CITY
- 16.1 Unless expressly stated in this RFP, the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into the Agreement.
- 16.2 The Proponent agrees that the Proponent will bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP.

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17.0 NO CLAIM AGAINST THE CITY

17.1 The Proponent acknowledges and agrees that 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 Proponent and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim whatsoever.

18.0 INDEMNITY

18.1 The Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by any of the Proponent's Sub-contractors or agents alleging or pleading:

- (a) any breach by the City or its officials or employees of the RFP;
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP process; or
- (c) liability on any other basis related to this RFP process.

19.0 DISPUTE RESOLUTION

19.1 Any dispute relating in any manner to this RFP process shall be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) the arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 17(Release) and Section 18 (Indemnity) will:
 - (i) bind the City, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator; and
- (c) the Proponent will bear all costs of the arbitration.

20.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

20.1 All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.

20.2 The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal.

21.0 CONFIDENTIALITY

21.1 Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the Proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

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- 21.2 The Proponent irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.
- 21.3 The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.
- 21.4 All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except as expressly provided in the RFP.
- 21.5 The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).
- 22.0 NO PROMOTION
- 22.1 The successful Proponent must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials, without the express prior written consent of the City (except as may be necessary for the successful Proponent to perform the successful Proponent's obligations under the terms of the Agreement).
- 23.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT
- 23.1 All of the terms of this PART B - INSTRUCTIONS TO PROPONENTS which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.
- 24.0 DEFINITIONS
- 24.1 For greater certainty, and without limitation to any of this City's rights set out in this RFP, when the terms "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.
- 24.2 In this RFP, the following terms have the following meanings:
- (a) "Agreement" means the contract entered into between the City and the successful Proponent following the conclusion of the RFP process;
 - (b) "City" means the City of Vancouver and its Board of Parks and Recreation, a municipal corporation continued pursuant to the Vancouver Charter;

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- (c) "Commercial Proposal" means those portions of the Proposal to be submitted in Envelope One as set out in PART C - FORM OF PROPOSAL;
- (d) "Form of Agreement" means the sample Agreement included in PART D-FORM OF AGREEMENT;
- (e) "Losses" means in respect of any matter all:
 - (i) direct or indirect, as well as;
 - (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- (f) "Management Proposal" means those portions of the Proposal to be submitted in Envelope Two as set out in PART C - FORM OF PROPOSAL, which expressly excludes any pricing information;
- (g) "Project" means the project described in RFP No. PS20120150 STANLEY PARK EVENT MANAGEMENT SERVICES - GHOST TRAIN AND BRIGHT NIGHTS;
- (h) "Proponent" means those entities eligible to participate in this RFP process;
- (i) "Proposal" means a proposal submitted in response to the RFP;
- (j) "Proposal Declaration Form" means the form to be included in the Commercial Proposal substantially as set out in PART C-FORM OF PROPOSAL, or as otherwise acceptable to the City.
- (k) "RFP" means the documents issued by the City as Request for Proposal No. PS20120150 STANLEY PARK ARTISTIC DIRECTOR - GHOST TRAIN AND BRIGHT NIGHTS including all addenda; and
- (l) "Sub-contractors" means any or all sub-contractors identified in the Proponent's Proposal.

All other terms (capitalized or not) have the meanings given to them in the RFP.

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PART B - INSTRUCTIONS TO PROPONENTS

APPENDIX 1 - PART B



FINANCIAL SERVICES GROUP
Supply Management

Request for Proposal No. PS20120150

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To acknowledge your intent to attend the Information Meeting being held and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, as per Section 2.1.

Dino Goundouvas, Buyer

Fax: 604-257-8192

Email: dino.goundouvas@vancouver.ca

Your details:

Proponent's Name:

_____ "Proponent"

Address:

Key Contact Person:

Telephone:

Fax:

E-mail:

Incorporation Date:

Our company WILL / WILL NOT attend the information meeting for

"RFP No. PS20120150 STANLEY PARK ARTISTIC DIRECTOR - GHOST TRAIN AND BRIGHT NIGHTS

Name of Company (Please print)

Authorized Signatory

E-mail Address (Please print)

Date

PART C - FORM OF PROPOSAL

1.0 INTRODUCTION

- 1.1 This PART C - FORM OF PROPOSAL contains the format and information requested by the City to be contained in the Proponent's Proposal.
- 1.2 The Proponent's Proposal should be submitted in two (2) envelopes/packages:
- (a) Envelope One: Commercial Proposal, including the Proposal Declaration Form; and
 - (b) Envelope Two: Management Proposal.
- 1.3 The Commercial Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope One - Commercial Proposal":
- (a) Proposal Declaration Form;
 - (b) Pricing;
 - (c) Insurance;
 - (d) WorksafeBC; and
 - (e) Deviations and Variations.
- 1.4 The Management Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope Two - Management Proposal":
- (a) Company Profile;
 - (b) Key Personnel
 - (c) References;
 - (d) Sub-Contractors;
 - (e) Requirements Overview;
 - (f) Sustainability;
 - (g) Project Timeline;
 - (h) Environmental Responsibility; and
 - (i) Prime Contractor Requirements.

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PART C - FORM OF PROPOSAL

PROPOSAL DECLARATION FORM

[Proponent's Letterhead]

To: City of Vancouver, Supply Management, City Square - #310 East Tower, 555 West 12th Avenue, Vancouver, B.C. V5Y 1V4

Attention: Dino Goundouvas, Buyer

Capitalized terms have the definitions given them in the RFP.

In consideration of the City's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby submits its Proposal in accordance with the following:

1.0 PROPOSAL

The Proponent acknowledges that:

- (a) this Proposal Declaration Form has been duly authorized and validly executed;
- (b) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda; and
- (c) the City reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Proponent, and by submitting a Proposal, the Proponent agrees that it consents to the conduct of all or any of those investigations by the City.

2.0 NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION

The Proponent confirms that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or the Proponent's proposed Sub-contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

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

such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

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3.0 NO CONFLICT OF INTEREST IN PROJECT

The Proponent confirms that neither the Proponent nor its proposed Sub-contractors are currently engaged in providing (or are proposing to provide) special events management services of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (Metro Vancouver), or any member local governments of Metro Vancouver such that entering into the Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's duties of loyalty to these other governmental organizations, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

4.0 NO COLLUSION OR FRAUD

The Proponent now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion.]

5.0 NO LOBBY STATUS

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above.]

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Declaration Form and submits same with the attached Proposal:

Authorized Signatory for the Proponent

Date

Name and Title (please print)

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PART C - FORM OF PROPOSAL

SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE - COMMERCIAL PROPOSAL

The following describes the format and information to be provided by the Proponents in their Commercial Proposals. The paragraph titles and numbers in the Commercial Proposal should correspond to the paragraph titles and numbers below.

1.0 PROPOSAL DECLARATION FORM

1.1 Each Proponent should submit with its Commercial Proposal a signed Proposal Declaration Form substantially as set out in this PART C - FORM OF PROPOSAL, or as otherwise acceptable to the City.

2.0 PRICING

2.1 The Proponent should provide the following information:

- (a) a total maximum fee for the services, inclusive of all disbursements and taxes (except HST, which is to be shown separately), showing all costs associated with the Ghost Train Tasks and deliverables as outlined in the PART D - FORM OF AGREEMENT, Schedules 1 to 3;
- (b) A total maximum fee for the services, inclusive of all disbursements and taxes (except HST, which is to be shown separately), showing all costs associated with the Bright Nights Tasks and deliverables as outlined in the PART D - FORM OF AGREEMENT, Schedules 1 to 3;
- (c) A payment schedule for (a) above;
- (d) A payment schedule for (b) above;
- (e) An hourly rate for services that may be requested outside of the scope of the agreement as outlined in the PART D - FORM OF AGREEMENT, Schedule 1;
- (f) A description of all disbursements anticipated. All disbursements required will be paid to the proponent "at cost" and supported with invoices from the vendor(s);
- (g) A description of all costs associated with sub-contractors. Please note that all sub-contractors costs will be reimbursed "at cost" and supported with invoices from the sub-contractor.
- (h) a description of all costs, organized as above, for any additional proposed scope of work related to this Project. For example, where additional meetings are requested by the City, describe how these would be charged to the City.

2.2 Terms of Payment

The City's standard payment terms are net thirty (30) days after receipt of approved invoice, however and discounts or more favourable terms offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net thirty (30).

Describe if Electronic Fund Transfer (EFT) is available.

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2.3 Alternative Pricing Solutions

Proponents may offer alternative pricing options.

3.0 INSURANCE REQUIREMENTS

3.1 Proponents should submit with their Proposals a Certificate of Existing Insurance duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Section 5, Page 12 of PART D - FORM OF AGREEMENT, should they be selected as the successful Proponent.

3.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Certificate of Professional Liability Insurance" attached as Schedule 8 and "Certificate of Insurance" attached as Schedule 9, of the Form of Agreement. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

4.0 WORKSAFEBC REQUIREMENTS

4.1 Proponents should submit with their Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 6, page 13 of PART D - FORM OF AGREEMENT.

5.0 DEVIATIONS AND VARIATIONS

5.1 Proponent(s) should detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

5.2 Where the Proponent is proposing the use of contract language or clauses other than those set out in PART D - FORM OF AGREEMENT, including any and all Schedules, such revised language must be outlined in its Proposal. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

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SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO - MANAGEMENT PROPOSAL

The following describes the format and information to be provided by the Proponents in their Management Proposals. The paragraph titles and numbers in the Management Proposals should correspond to the paragraph titles and numbers below.

Proponents should note that the Management Proposal should contain no pricing information whatsoever.

1.0 COMPANY PROFILE

1.1 Provide a description of the proponent's company, purpose and history of successes including number of years in business, major projects, and what is most responsible for the proponent's success to date. Include a company brochure or resume for each member of any consortium as well as each key personnel employed by any named proposed Sub-contractor to the proponent.

1.2 Provide the following information:

Proponent's Name: _____
"Proponent"

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST/HST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____

(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Dunn and Bradstreet Number: _____

(or N/A if not applicable)

2.0 KEY PERSONNEL

2.1 Identify and provide resumes for the key personnel in the Proponent's proposed team and outline what their roles will be in servicing this Project.

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- 2.2 Include a list of at least three (3) relevant and successfully completed projects, with references and telephone numbers for each. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.
- 2.3 Include an organization chart for the Proponent's proposed Project team, identifying the team leader or project manager, and all roles and areas of responsibility.
- 2.4 Preference will be given to proponent's consulting teams that demonstrate knowledge and experience involving special event management services, media and marketing relations; as well as graphic design. Proponents must state the knowledge and experience of each proposed team member. For team members with limited or no knowledge and experience, proponents must describe these team members' roles in the Project, and how the rest of the team will support these team members.

3.0 REFERENCES

- 3.1 The Proponent is to describe the Proponent's relevant experience with similar engagements for similar work over the last two (2) years as well as references for same by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

4.0 SUB-CONTRACTORS

- 4.1 The Sub-contractors shown below are the Sub-contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Form of Agreement.)
- 4.2 The City reserves the right to object to any of the Sub-contractors listed in a Proposal. If the City objects to a listed Sub-contractor then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Subcontractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-contractor, the Proponent may, rather than propose a substitute Sub-contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.
- 4.3 If no Sub-contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

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Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

5.0 REQUIREMENTS OVERVIEW

5.1 Schedules 1 - Scope of Work of PART D - FORM OF AGREEMENT provided details on the scope and specifications related to the work to be completed by the successful Proponent:

- (a) Proponents should submit a task by task work plan that will ensure the delivery of the specified services and/or facilities. The work plan should be sufficient enough detail to demonstrate to the City that the Proponent full understands and is committed to delivering to the requirements of the scope and specifications.
- (b) Although it is necessary that the Proponent submit a detailed response to the Requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all proposals.

6.0 SUSTAINABILITY

6.1 The City is committed to preserving the environment. Proponents should provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to	

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Sustainability Initiative	Description	Details	Response
	its Climate Protection Program.	service provision and/or purchasing carbon credits to offset emissions	
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	
e. Third Party Eco-labeling	The City aims to purchase, when possible, products that are eco-certified or eco-labeled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labeling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, supporting low-threshold job programs for vulnerable people.	

7.0 PROJECT TIMELINE

7.1 The Proponent should provide a detailed schedule, in GNATT or PERT format, based on the following milestones. The working schedule should be of sufficient detail to demonstrate the Proponents understanding of the work:

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No.	Key Date Description	Date
	<i>Substantial Completion</i>	
	<i>Final Completion</i>	

The final agreed to schedule should become the Contract Schedule for the successful Proponent.

8.0 PRIME CONTRACTOR REQUIREMENTS - NOT APPLICABLE

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PART D - FORM OF AGREEMENT

PART D - FORM OF AGREEMENT

This PART D - FORM OF AGREEMENT contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.



PROFESSIONAL SERVICES AGREEMENT

CITY OF VANCOUVER

PROFESSIONAL SERVICES AGREEMENT STANLEY PARK EVENT MANAGEMENT SERVICES GHOST TRAIN AND BRIGHT NIGHTS

Vancouver Board of Parks and Recreation
Agreement #PS20120150

PART A - AGREEMENT DETAILS

BETWEEN:

CITY OF VANCOUVER and it's
Board of Parks and Recreation
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

[NAME OF CONSULTANT]
[address of Consultant]

(the "Consultant")

OF THE SECOND PART

BACKGROUND:

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

1.0 PROJECT MANAGERS

1.1 The City's Project Manager for this Agreement is as follows:

Ken Maguire, Supervisor of Business Services

1.2 The Consultant's Project Manager for this Agreement is as follows:

[NTD: Insert name, title, address, e-mail and telephone.]

2.0 SERVICES

2.1 The "Services" will consist of the services described in the following documents (and those subsequently included upon the request or instruction of the City's Project Manager pursuant to Part B, Section 3.0 - *Changes to Scope of Service*, if any):

- (a)
- (b)
- (c)
- (d)

2.2 All of which documents are now deemed to be attached to and form an integral part of this Agreement whether or not actually attached to this Agreement. In the event of any conflict or inconsistency, the terms of Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms* will be given priority, followed by the terms of this Part A - *Agreement Details*, followed by the above-noted documents, in the order set forth above.

3.0 DELIVERABLES/AGREEMENT PRICE

The following Table 1 describes each Deliverable and sets out the maximum fees and expenses for each Deliverable and is to be read in conjunction with Part B, Section 2.0 - *Basis of Payment to Consultant*.

[NTD: Insert descriptions of Deliverables that link directly to Milestones described in Documents listed out above.]

Table 1

Deliverables Description	Maximum Fees for Deliverable (fixed dollar amount or % of total)	Maximum Expenses
Report #1		
Report #2		
Final Report		
"Agreement Price" (Maximum Fees and Expenses) excluding HST, as per Part B, Section 2.1		

3.1 Pursuant to Part B, Section 2.2 - *Hourly (or Daily) Rates/Unit Rates Fixed*, the Consultant now confirms that the following hourly rates apply for the following Consultant's Personnel:

Table 2

Name/Title	Area of Responsibility/ Description of Services Provided	Hourly Rate
[insert name] Consultant's Project Manager		

4.0 KEY PERSONNEL

Pursuant to Part B, Section 1.6 - *Key Personnel*, the following individuals are now designated "key personnel":

Table 3 - Key Personnel

Name/Title	Area of Responsibility/Description of Services Provided
[insert name] Consultant's Project Manager	

5.0 PROJECT SCHEDULE

Pursuant to Part B, Section 1.7 - *Project Schedule*, the following Project Schedule will apply to the Services:

Table 4 - Project Schedule

[NTD: Insert Information on Key Dates and Deadlines that City needs Consultant to meet.]

Deliverable	Completion Deadline
Report #1	
Final Report	

6.0 CONFLICT OF INTEREST/LOBBYIST REGISTRATION DISCLOSURE

Pursuant to Part B, Section 17 - *Conflict of Interest/Lobbyist Registration Disclosure*, the Consultant has the following exceptions regarding conflict of interest or lobbyist registration:

[NTD: Insert "None" or list out exceptions to statements being made by Consultant in Section 17.]

This Agreement is between the City and the Consultant and consists of this Part A - *Agreement Details*, Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms* and any documents referred to in any of these sections. If there is any conflict between these sections, Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms*, will take precedence. The Consultant acknowledges that it has read and understands this Agreement.

AS EVIDENCE OF THE CITY'S AND THE CONSULTANT'S agreement to be legally bound by the terms of this Agreement, the City and the Consultant have signed where indicated below and delivered this Agreement to each other effective as of [insert month, day, year].

CITY OF VANCOUVER
by its authorized signatory:

[insert name],
[insert job title]

[LEGAL NAME OF CONSULTANT - to exactly match name on insurance, WorkSafeBC and business licence]
by its authorized signatory(ies):

[Name and Title]

[Name and Title]

PART B - PROFESSIONAL SERVICES TERMS AND CONDITIONS

1.0 CONSULTANT'S SERVICES TO THE CITY

1.1 Defined Terms

Capitalized words and terms used in this Agreement have the meanings given to them in Part C - *Defined Terms*.

1.2 Effective Date

This Agreement will take effect and become legally binding on the parties once it is signed and delivered by both the City and the Consultant.

1.3 Provide Services

The Consultant now agrees to provide and be fully responsible for the Services.

1.4 No Contracting Out Without Consent

The Consultant will not engage sub-consultants or otherwise assign, sub-contract or let out as task work any part of the Services, unless the Consultant has obtained the prior written consent of the City's Project Manager, which consent may be arbitrarily withheld.

1.5 Quality of Service

The Consultant represents and warrants that, it has the necessary skill, ability, experience, personnel and other resources to perform the Services, and that it will perform the Services:

- (a) with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to the Services,
- (b) in accordance with sound current professional practices,
- (c) in conformance with the latest standards and codes prescribed by professional and regulatory bodies in the applicable profession, field or discipline, and
- (d) in accordance with the requirements of this Agreement, and any requests or instructions of the City's Project Manager made/given pursuant hereto.

1.6 Key Personnel

The Consultant will furnish all personnel required to perform the Services, and all such personnel will be competent and qualified to perform the Services. Where specific key personnel have been named as such in Part A, Section 4.0 - *Key Personnel*, such key personnel will not be replaced with other personnel without the prior written consent of the City's Project Manager, which consent may be arbitrarily withheld.

1.7 Project Schedule

The Consultant will commence the Services promptly and will carry out the Services in accordance with the Project Schedule.

2.0 BASIS OF PAYMENT TO THE CONSULTANT

2.1 Maximum Fees and Expenses - Agreement Price

This Agreement is a “time and materials” contract subject to an upset price maximum. Accordingly, despite any other term of this Agreement (except for Part A, Section 3.0 - *Deliverables/Agreement Price*) the maximum fees and expenses payable by the City to the Consultant for the Services is the amount set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* (the “Agreement Price”).

2.2 Hourly (or Daily) Rates/Unit Rates Fixed

All hourly (or daily) rates and unit rates set out in this Agreement will remain fixed until the completion of the Services and may not be increased by the Consultant for any reason.

2.3 Basis of Payment

In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms of this Agreement, the City will pay the Consultant the fees and expenses set out in this Agreement, plus the HST, as applicable.

2.4 “Time and Materials” Agreement

Subject to the other terms of this Agreement, payment to the Consultant will be based on:

- (a) hours worked by the Consultant’s Personnel in providing the Services multiplied by the applicable hourly charge-out rate for that personnel as set out in Table 2 of Part A, Section 3.0 - *Deliverables/Agreement Price*; and
- (b) the direct out-of-pocket expenses necessarily incurred in providing the Services and expressly permitted to be charged separately under this Agreement.

2.5 Deliverable Price is Maximum

Despite anything to the contrary in this Agreement (except Part A, Section 3.0 - *Deliverables/Agreement Price*) the maximum fees and expenses to be paid by the City to the Consultant for each Deliverable will not exceed the amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* for that Deliverable, and accordingly:

- (a) where the aggregate of the time and materials utilized by the Consultant to deliver each Deliverable is less than the maximum amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price*, the City will only pay for the aggregate of the time and materials at the hourly (or daily) rates for fees and the unit rates for expenses;
- (b) where the aggregate of the time and materials utilized by the Consultant to deliver each Deliverable exceeds the maximum amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* for that Deliverable, the City will only pay the maximum fees and expenses amount set out there for that Deliverable; and
- (c) the Consultant will only invoice for, and the City will only be obligated to pay, a maximum of 90% of the maximum amounts set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* for each Deliverable, with the remaining ten percent being a performance security holdback retained by the City, and which the City will be obligated to pay once all Deliverables have been completed in accordance with the terms and conditions of this Agreement and accepted by the City’s Project Manager.

2.6 Services Obligations included in Agreement Price

The Agreement Price and maximum amounts of fees and expenses as set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price* will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

2.7 Permitted Expenses

Subject to the maximum liability of the City under Part A, Section 3.0 - *Deliverables/Agreement Price*, expenses for which the City will reimburse the Consultant will be limited to the following:

- (a) transportation costs, for any of the Consultant's Personnel to travel to meetings requested by the City's Project Manager at locations other than the Consultant's offices or the City's premises within the City of Vancouver, is not to exceed \$0.41 per kilometre to a maximum of 10 kilometres one way. No accommodation, food or other travel related expenses will be reimbursable;
- (b) long distance telephone calls;
- (c) photocopies to a maximum of \$0.20 per page; and
- (d) delivery of reports, documents, drawings or correspondence by courier, where this method of delivery has been requested by the City's Project Manager.

Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

All other expenses not listed above are now deemed to be expressly included in the Consultant's fees.

If the Consultant has engaged Sub-Consultant(s), then the Consultant will make full payment to those Sub-Consultant(s) for work performed in relation to the Services.

2.8 Sub-Consultant Services all-inclusive unless Change Order

Where the City and Consultant have expressly stated in Part A - *Agreement Details* (or by Change Order) that certain Services to be performed by a Sub-Consultant are to be paid for separately from the other Services, the City will reimburse the Consultant for payments made to such Sub-Consultant(s) at amounts equal to the actual payments made to that Sub-Consultant by the Consultant without any additions for overhead and profit.

2.9 Interim Invoices

The Consultant will, no later than the 25th of the month, provide to the City's Project Manager a draft invoice with the attached detailed account of all charges, to be claimed by the Consultant for the current month. The City's Project Manager shall review, raise any concerns with the Consultant within ten working days and, after settlement, if necessary, approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Consultant will submit the final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5, or by email to APCentral@vancouver.ca. The invoice must contain:

- (a) Consultant name, address and telephone;

- (b) City purchase order number;
- (c) City Project Manager and department;
- (d) invoice number and date; and
- (e) HST registration number.

Each invoice will list the names, hours worked and hourly (or daily) rates of all Consultant's Personnel that have provided Services for each Deliverable that month, the total amount of previous payments made by the City for each Deliverable, the percentage completion for each Deliverable, a holdback of ten percent from the invoice and, for the purposes of showing the 90% limit on each Deliverable referred to in Section 2.5(c) above, the percentage that all invoices to date bears to the total maximum fees and expenses for each Deliverable.

Each invoice will show separately the applicable amount of the HST.

Attached to each invoice will be copies of:

- (a) invoices for all expenses claimed, categorized according to Deliverable;
- (b) confirmation of payments made to Sub-Consultant(s) for the previous month for each Deliverable; and
- (c) a brief report detailing work completed to date, work completed during the month covered by the invoice and work outstanding to complete each Deliverable.

2.10 90% Limit on Time & Materials Payments Until Completion

Despite anything to the contrary in this Agreement:

- (a) the City will never be obligated to pay the Consultant a greater percentage of total fees and expenses than the degree of percentage completion of each Deliverable as set out in Table 1 of Part A, Section 3.0 - *Deliverables/Agreement Price*; and
- (b) the City will never be obligated to pay more than 90% of the fees and expenses actually owing on any monthly invoice until after all Deliverables have been completed in accordance with the terms and conditions of this Agreement and accepted by the City's Project Manager, and then the aggregate of the ten percent holdbacks will become due.

2.11 Review of Invoice

If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoice(s), for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, PROVIDED, that the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within 30 calendar days of approval.

2.12 Records Requirements

The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all expenses and percentage amounts of work completed. All such accounts and records will not

be disposed of by the Consultant without the prior written consent of the City's Project Manager. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

2.13 Taxes/Currency

The Agreement Price is expressed and payable in Canadian dollars and is exclusive of any applicable HST.

3.0 CHANGES TO SCOPE OF SERVICES

The City's Project Manager may, at any time and from time to time and without invalidating this Agreement, require a change to the Services and/or the Project Schedule. Should the Consultant consider that any such request or instruction constitutes a change warranting amendment of the Agreement Price or Project Schedule, the Consultant must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) Business Days of such request or instruction. In that case, the maximum Agreement Price and/or Project Schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City's Project Manager 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 Agreement Price and to be subject to the Project Schedule.

4.0 RELEASE AND INDEMNIFICATION

4.1 Release

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

4.2 Acceptance "As Is"

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

4.3 Indemnity

Despite any insurance which may be placed by the City, the Consultant now indemnifies and will indemnify and save harmless the City and the City's Personnel from and against all Losses that the City or the City's Personnel 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 Agreement, that arise out of any act or failure to act of the Consultant or the Consultant's Personnel under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Losses are caused by errors, omissions or negligent acts of the City or the City's Personnel.

4.4 Separate from Other Remedies and Rights

This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law.

4.5 Survival of Release/Indemnity

This Section 4.0 will survive the completion of the Services or sooner cancellation of this Agreement.

5.0 INSURANCE

Required Types/Amounts

Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a Professional (Errors and Omissions) Liability insurance policy with limits of not less than \$1,000,000 per claim, an aggregate of not less than \$1,000,000 and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's Personnel in the performance of the Services; and
- (b) a Commercial General Liability insurance policy with limits of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's Personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and the City's Personnel as additional insured.

5.2 Required Policy Terms

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

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice ;
- (d) for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's Personnel.

5.3 Insurance Certificate

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

5.4 Sub-Consultant's Insurance

The Consultant will provide in its agreements with its Sub-Consultants insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed Certificates of Insurance for the policies of its Sub-Consultants (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-Consultant agreements.

5.5 Insurance Requirements Additional to any other Requirements

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

5.6 Insurance Requirements Independent of Agreement Obligations

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

6.0 WORKSAFEBC REQUIREMENTS

6.1 Maintain Coverage - General

The Consultant will carry and pay for full WorkSafeBC coverage for itself and all the Consultant's Personnel engaged within British Columbia in the performance of the Services, failing which the City has the unfettered right to set off and withhold the amount of any unpaid premiums, assessments and/or penalties for such WorkSafeBC coverage against any amounts owing by the City to the Consultant pursuant to this Agreement, until all amounts payable to WorkSafeBC have been paid in full.

6.2 Provide Evidence of Coverage - General

On request, the Consultant will provide the City's Project Manager with the Consultant's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Consultant is registered in good standing with WorkSafeBC and that all amounts owing to Work Safe BC have been paid to date, prior to the City having any obligation to pay any invoice under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of Losses arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe the safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

7.0 CITY APPROVALS

No reviews or approvals carried out or information supplied by the City or the City's Personnel will derogate from the duties and obligations of the Consultant, and all responsibility related to the Services will be and remain with the Consultant.

8.0 CANCELLATION

The City (through the City's Project Manager) may at any time, in its sole discretion, whether or not the Consultant is in default, cancel this Agreement in whole or in part by giving 5 Business Days' prior written notice to the Consultant. Where the Consultant is not in default and the City cancels this Agreement, the City will pay the Consultant at the rates set out in this Agreement for all Services properly performed to the date of the delivery of the

cancellation notice (subject to the terms of this Agreement) plus necessary and reasonable wind up costs incurred, if any, in respect to the cancellation. However, in no event will the Consultant be entitled to compensation for wind up costs which exceed ten percent of the remaining balance of the Agreement Price as at the date of cancellation.

9.0 CONFIDENTIALITY

The Consultant acknowledges that, in performing the Services required under this Agreement, it will acquire information about certain matters which are confidential to the City, and that such information is the exclusive property of the City. The Consultant undertakes to treat as confidential all information received by reason of its position as Consultant, and agrees not to disclose same to any third party either during or after the performance of the Services under this Agreement, without the express prior written consent of the City's Project Manager. [NTD: Where disclosure to a Sub-Consultant might be required, for example.]

10.0 OWNERSHIP OF DOCUMENTS AND COPYRIGHT

10.1 Ownership

All reports, drafts, data, drawings, audiovisual materials, information, plans, models, designs, specifications and other documents or products produced, received or acquired by the Consultant as a result of the provision of the Services (the "Material") will be the sole property of the City, and the City will have the right to utilize all of the Material for its benefit in any way it sees fit without limitation.

10.2 Time of Delivery

The Material will be delivered by the Consultant to the City's Project Manager immediately on the expiration or sooner cancellation of this Agreement, provided that the City's Project Manager may, at any time or times prior to the expiration or sooner cancellation of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City's Project Manager of all or any part of the Material, in which event the Consultant will immediately comply with such request.

10.3 Patent and Copyright

- (a) The Consultant now transfers title in and to the Material and assigns to the City sole copyright in the Material. The Consultant agrees that title to the Material is to be considered to have been transferred, and any copyright in the Material is to be considered to have been assigned by the Consultant to the City upon creation of the Material. The Consultant now irrevocably waives, in favour of the City, the Consultant's moral rights in respect of the Material. The Consultant will obtain in writing, from the Consultant's Personnel or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Material to the City.
- (b) The Consultant now represents and warrants that the portion of the Material produced by the Consultant will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

11.0 NON-RESIDENT WITHHOLDING TAX

- 11.1 If the Consultant is a non-resident of Canada, as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation unless a Canada Revenue Agency waiver has been provided to

the City within the time limits required under the Canada Revenue Agency administrative guidelines as in effect from time to time, and in any event, prior to payment of an invoiced amount.

11.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

11.3 The Consultant shall indemnify the City for any Losses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

12.0 CITY BUSINESS LICENCE

The Consultant will comply at all times with the City of Vancouver License By-law.

13.0 RESOLUTION OF DISPUTES

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

14.0 INDEPENDENT CONSULTANT

This Agreement is a contract for services and the Consultant and the Consultant's Personnel, are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.

15.0 NO ASSIGNMENT

The Consultant will not assign, either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Consultant), this Agreement or any right of the Consultant under this Agreement, without the prior written consent of the City's Project Manager, which consent may be arbitrarily withheld.

16.0 NO PROMOTION

The Consultant must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City's Project Manager (except as may be necessary for the Consultant to perform the Consultant's obligations under the terms of this Agreement). The Consultant undertakes not to use the name, official emblem, mark, logo or mascot of the City, including without limitation, the use of "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference or means of promotion or publicity to any of the foregoing, without the express prior written consent of the City's Project Manager. Furthermore, the Consultant undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Consultant and the "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", or "Vancouver Board of Parks and Recreation".

17.0 CONFLICT OF INTEREST/LOBBYIST REGISTRATION DISCLOSURE

17.1 Conflict of Interest

- (a) The Consultant agrees that until 90 calendar days after completion of the Services, the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person whether or not a client of the Consultant's. The Consultant now acknowledges that a breach of this Section 17.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada and accordingly could be punishable as a crime and not merely as a breach of contract.
- (b) The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - (i) an elected official or employee of the City, or
 - (ii) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration or this Agreement or the performance of the Services,

except as expressly disclosed in Part A - *Agreement Details*, and now agrees that if at any time prior to 90 calendar days after completion of the Services such declarations or representations cease to be true, complete and accurate, the Consultant will notify the City's Project Manager immediately.

17.2 Lobbyist Registration Disclosure

The Consultant now confirms and warrants that neither it nor any of its Sub-Consultants, nor any of their respective officers, directors, shareholders, partners or employees is registered as a lobbyist under any lobbyist registration legislation in any jurisdiction in Canada or the United States of America, except as expressly disclosed in Part A - *Agreement Details*, and now agrees that if at any time prior to 90 calendar days after completion of the Services such declarations or representations cease to be true, complete and accurate, the Consultant will notify the City's Project Manager immediately.

18.0 NOTICES

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party c/o its Project Manager at the respective address specified in Part B, Section 1.0 - *Section Managers*, or to such other address in Canada as either party may specify in writing to the other. Any such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

19.0 TIME OF ESSENCE

Time will be of the essence of this Agreement.

20.0 FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, if an Event of Force Majeure occurs or is likely to occur, the party whose performance is affected thereby will promptly notify the other party of the particulars of the relevant event or circumstances and, if reasonably possible, supply supporting evidence. The parties will use their reasonable best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the party which is the employer affected) and to resume, with the least possible delay, their compliance with their respective duties, covenants and obligations under this Agreement. Neither the City nor the Consultant will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants or obligations hereunder if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligation hereunder will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure, unless otherwise agreed in writing by the parties hereto.

21.0 LEGAL EFFECT/ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, and will benefit and bind each party and their successors and permitted assigns.

PART C - DEFINED TERMS

1.0 DEFINITIONS

In this Agreement, the following words and phrases have the following meanings:

- (a) “Agreement” means this agreement as set out in Part A - *Agreement Details*, Part B - *Professional Services Terms and Conditions* and Part C - *Defined Terms* and any attachments, all as may be amended from time to time as contemplated hereby;
- (b) “Agreement Price” has the meaning set out in Part B, Section 2.1 - *Maximum Fees and Expenses - Agreement Price*;
- (c) “Business Day” means any day other than a Saturday, Sunday or “holiday” as defined in the *Interpretation Act* (British Columbia);
- (d) “Certificate(s) of Insurance” means certificate(s) of the type provided to the Consultant by the City and required to be completed pursuant to Part B, Section 5.0 - *Insurance*;
- (e) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (f) “City’s Personnel” means the City’s and the City’s contractors’ (other than the Contractor’s) directors, officials, officers, employees, agents, licensees and invitees and includes where the context permits, the Vancouver Police Board, Vancouver Public Library Board, Vancouver Board of Parks and Recreation, and all officials, officers, employees and other agents of each of the same;
- (g) “City’s Project Manager” means the City’s employee or representative (or any replacement or delegate of that person) who is authorized to deal with the Consultant on behalf of the City in connection with the Services and to make decisions in connection with this Agreement, as identified in Part A, Section 1.0 - *Project Managers*;
- (h) “Consultant” means the entity defined as such on the front page of Part A of the Agreement;
- (i) “Consultant’s Personnel” means the Consultant’s and the Sub-Consultants’ respective partners, principals, directors, officials, officers, employees, agents, licensees and invitees;
- (j) “Consultant’s Project Manager” is the Consultant’s employee or representative who has the overall responsibility for the successful planning and execution of the Services and who is authorized to deal with the City on behalf of the Consultant in connection with the Services and to make decisions in connection with this Agreement, as identified in Part A, Section 1.0 - *Project Managers*;
- (k) “Deliverable” means the Services completion/payment milestones specifically identified as such in Part A, Section 3.0 - *Deliverables/Agreement Price*;
- (l) “Event of Force Majeure” means acts of God or public enemy (including criminals and terrorists), wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by

a court or public authority, including the City (provided that such orders were not issued nor any such labour disputes occasioned as a result of an act or omission of the Consultant, or anyone employed or retained by the Consultant), freight embargos or power failures, PROVIDED that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Consultant's lack of funds or financial condition;

- (a) "HST" means the tax payable and imposed pursuant to part IX of the Excise Tax Act (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
- (m) "Losses" means all:
 - (i) direct and indirect, as well as;
 - (ii) consequential,
claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and expenses, interest, penalties and amounts paid in settlement, whether from a third person or otherwise);
- (n) "Material" has the meaning set out in Part B, Section 10 - *Ownership of Copyright and Documents*;
- (o) "Personnel" means, depending on the context, the City's Personnel or the Consultant's Personnel;
- (p) "Project Schedule" means the schedule for delivery of the Services as set out in Part A, Section 5.0 - *Project Schedule*;
- (q) "Services" means the services described in Part A, Section 2.0 - *Services*;
- (r) "Sub-Consultant" means the independent consultants, agents, affiliates, associates, subcontractors and other third parties, if any, retained by the Consultant to assist in the performance of the Services;
- (s) "WorkSafeBC" means the entity formerly known as Workers Compensation Board (British Columbia) an entity created pursuant to the *Workers Compensation Act* (British Columbia) and any reference to "WorkSafeBC" requirements includes a reference to that Act as well as all regulations and directives enacted or issued from time to time pursuant to that Act, all as amended or replaced from time to time.

General Description of Products and Services:

The successful proponent should have expertise in the following:

The Vancouver Park Board is issuing an RFP for the role of Artistic Director for these two (2) events held annually in October and December respectively.

The successful proponent will be responsible for;

Planning and Installation

1. Work with the Ghost Train Event Manager and the Board of Parks and Recreation (the Board) staff team to develop a concept and vision for the Ghost Train.
2. Co-ordinate all aspects of performance / presentation, including scripting, design of the Ghost Train, its displays and other activities.
3. Develop and monitor the budget for production management, displays and performances (with funding to limits approved by the Board).
4. Work with the Ghost Train Event Manager and Board staff in managing the development of displays / lighting and in arranging for the provision of presentation / performance.
5. Co-ordinate construction of displays and work with Board staff on site on arrangements for their installation.
6. Develop emergency contingency guidelines related to the performance aspects of unforeseen events such as weather, accidents, vandalism etc. and make reasonable provisions for repairing/replacing displays, or provision of alternative performances, if damaged or affected by vandalism or other factors such as weather.
7. Liaise with schools / universities / colleges / community groups about involvement in display development and performance.

Marketing / Promotion

8. Work with the Ghost Train Event Manager and Board staff to develop names / themes for the Ghost Train and assist in its promotion. Attend on site as required for media events and interviews.

Production

9. Co-ordinate and manage the display, workshop and performance aspects of the Ghost Train on site.
10. Contract with the artists and performers, make all related arrangements (including rate of pay and overtime provisions, both of which will be approved by the Board in advance) with funding to approved limits to be confirmed by the Board, pay performers and make all related on site arrangements for the performers (change area, storage, check-in etc).

11. Co-ordinate volunteers relating to the performance and displays, including volunteer recruitment, training, scheduling, supervision and follow-up.
12. Implement contingency guidelines, as required.

Post Production

13. Develop final report to be provided to the Board within 30 days following the conclusion of the Ghost Train, relating to the performance / display aspects, outlining procedures, time lines, organizational details, documentation, evaluation of this year's Ghost Train and recommendations for future years.
14. Provide a full accounting of expenses within 30 days following the final day of the Ghost Train.
15. Co-ordinate take down of the displays and removal of all items from the Ghost Train site following the completion of the event, to be done promptly, but no later than one week after the last day of the Ghost Train, unless otherwise agreed to by the Board.

BRIGHT NIGHTS

Planning and Installation

1. Work with the Bright Nights Event Manager, the PR and Sponsorship Manager, representatives of the Burn Fund and Board staff (the "Bright Nights Team") to develop a concept and vision for Bright Nights.
2. Co-ordinate all aspects of performance / presentation, including scripting, design of Bright Nights, its displays and other activities.
3. Develop and monitor the budget for production management, displays and performances (with funding to limits approved by the Board).
4. Work with the Bright Nights Team in managing the development of displays/sound /lighting and in arranging for the provision of presentation / performance.
5. Co-ordinate construction of displays and work with Board staff on site on arrangements for their installation.
6. Develop emergency contingency guidelines related to the performance aspects of unforeseen events such as weather, accidents, vandalism etc. and make reasonable provisions for repairing/replacing displays, or provision of alternative performances, if damaged or affected by vandalism or other factors such as weather.

Marketing / Promotion

7. Work with the Bright Nights Team to develop themes for Bright Nights and assist in its promotion. Attend on site as required for media events and interviews.

Production

8. Co-ordinate and manage the display, workshop and performance aspects of Bright Nights on site.
9. Contract with the artists and performers, make all related arrangements (including rate of pay and overtime provisions, both of which will be approved by the Board in advance) with funding to approved limits to be confirmed by the Board, issue payments to artists and performers (with the exception of agreed upon amounts being invoiced directly to the Board by certain artists and performers, which the Board shall pay directly) and make all related on site arrangements for the performers (change area, storage, check-in etc). Note that in the case of the Santa performer(s), if they are required at Bright Nights, relevant arrangements will be made directly with the BC Professional Fire Fighters' Burn Fund, and the invoice will be submitted by the Artistic Director to, and paid directly by, the Burn Fund.
10. Recruit, orient, schedule, supervise and follow up on the volunteer choir plaza performers.
11. Implement contingency guidelines, as required.

Post Production

12. Develop final report to be provided to the Board within 30 days following the conclusion of the Event, relating to the performance/display aspects, outlining procedures, time lines, organizational details, documentation, evaluation of this year's Bright Nights and recommendations for future years.
13. Provide a full accounting of expenses within 30 days following the final day of Bright Nights. Provide copies of relevant invoices and receipts if requested by the Board.
14. Co-ordinate take down of the displays and removal of all items from the Bright Nights site following the completion of the event, to be done promptly, but no later than one week after the last day of Bright Nights, unless otherwise agreed to by the Board

Qualifications:

The successful proponent will;

1. Have a minimum of five years experience in the development and execution of theatrical artistic events.
2. Have a strong background in artistic design, development and construction of site displays and co-ordination of artistic and theatrical entertainment for each of the two events.
3. Be required to provide past experience detailing roles and responsibilities; as well as, the size of past spectator events.
4. Be required to provide references of key liaison contacts for past spectator events noted.
5. Be able to work well within a team and committee environment.
6. Provide information detailing the accounting practices and procedures they plan to utilize in providing timely invoicing and reporting to the event manager.

PS20120150 - APPENDIX 2 PRICE SCHEDULE

**Ghost Train - Oct 1st
thru 28th, EST.**

**Bright Nights Nov 28th
thru Jan 2nd, EST.**

**Total Price Bright
Nights and Ghost Train**

	Price Per Hour	Est. Hours Required	Total Price Proposal	Price Per Hour	Est. Hours required	Total Price Proposal	Price Per Hour	Est. Hours Required	Total Price Proposal
Creation Expenses - includes planning, meeting attendance, theme development, theatrical design concepts, theatrical performance schedules.		200	\$0.00		30	\$0.00	N/A	230	\$0.00
Theatrical Performances - includes all performances and performers during the events.		1500	\$0.00		500	\$0.00	N/A	2000	\$0.00
Design and Production - includes all costs for designing, constructing and installing all static displays including all labour.		600	\$0.00		0	\$0.00	N/A	600	\$0.00
Materials - includes estimate to purchase materials to support existing static displays and construct 10 new displays. Insert proposal in total cost column.		0	\$0.00		0	\$0.00	N/A	0	\$0.00
Event Management - includes onsite management representative overseeing all theatrical performances including delivery, contingency planning due to weather, accidents, vandalism, sickness etc. Makes reasonable provisions for repairing or replacing displays and provides alternate performers if necessary.		250	\$0.00		200	\$0.00	N/A	450	\$0.00
Post Production - includes dismantling and storage of all static displays, reconciliations, post event meetings.		300	\$0.00		0	\$0.00	N/A	300	\$0.00
Net Price - total of above		2850	\$0.00		730	\$0.00	N/A	3580	\$0.00
Subsidies - includes any cash subsidies that are anticipated by the proponent reducing the price to the Park Board. Cost to be shown as (\$). Enter as a total in Total Cost Column.	N/A	N/A		N/A	N/A		N/A	N/A	\$0.00
Net Price - total of above price proposal	N/A	N/A	\$0.00	N/A	N/A	\$0.00	N/A	N/A	\$0.00
H.S.T	N/A	N/A		N/A	N/A		N/A	N/A	\$0.00
Gross - Price proposal	N/A	N/A	\$0.00	N/A	N/A	\$0.00	N/A	N/A	\$0.00