

City of Coquitlam

Request for Proposals

RFP No. 25-034

Consulting Services for
Commercial Space Demand Study

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[Appendix A – Consulting and Professional Services Agreement](#)

[Appendix B - Privacy Protection Schedule](#)

[Appendix C - Privacy Impact Assessment](#)

[PROPOSAL SUBMISSION FORM](#)

KEY DATES

| | |
|-------------------------------------|--|
| RFP Issue Date | Monday, March 3, 2025 |
| Deadline for Questions | 2:00 PM (local time) Monday, March 17, 2025 |
| Deadline for Issuing Addenda | Thursday, March 20, 2025 |
| Submission Deadline | 2:00 PM (local time) Monday, March 24, 2025 |

1 RFP REQUIREMENTS, GUIDELINES, AND TERMS & CONDITIONS

All applicable requirements and guidelines for this RFP, are available on the City's website: [City Purchasing Information](#).

To be eligible for the award, the City requires only the **successful Proponent** to have the following in place before providing any Goods or Services. The requirements that apply to this RFP, listed in order of precedence are:

- a) Instructions to Proponents
- b) Enter into a Contract with the City using the City Consulting and Professional Services Agreement attached as Appendix A
- c) Appendix B - Privacy Protection Schedule
- d) Appendix C - Privacy Impact Assessment
- e) Commercial General Liability (CGL) insurance with \$5M coverage on the City's Certificate of Insurance - Consultant Form
- f) A City of Coquitlam or Tri Cities Intermunicipal Business License is required for any Contractor performing Work within the City or if their office is located within the City, excluding delivery-only services.

These items are not required as part of this RFP Proposal but will be required prior to entering into an agreement with the City for Services with the successful Proponent.

DEFINITIONS

“Agreement” “Contract” means City Consulting and Professional Services Agreement (attached as [Appendix A](#) to this RFP) incorporating the information contained in this RFP, Proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” “Owner” means City of Coquitlam;

“Consultant” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services outlined in this Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

“Evaluation Team” means the team appointed by the City;

“Price” means the amount that will be paid by the City to the Consultant for delivery and acceptance of goods and Services;

“Project Manager” means the City staff member appointed to coordinate the work;

“Proponent” means responder to this Request for Proposals;

“Proposal” means the submission by the Proponent;

“Request for Proposals” “RFP” shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Proposals;

“Services” “Work” “Works” means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Consultant;

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met;

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

2 INTRODUCTION

2.1 Acknowledgement

The City acknowledges with gratitude and respect that the name Coquitlam was derived from the hən̓q̓əmi̓n̓əm (HUN-kuh-MEE-num) word kwikwə́ləm (kwee-KWET-lum) meaning “Red Fish Up the River”. The City is honoured to be located on the kwikwə́ləm traditional and ancestral lands, including those parts that were historically shared with the ḱíćəy̓ (kat-zee), and other Coast Salish Peoples.

2.2 Purpose

The City requests Proposals from qualified, and experienced consulting firms with proven team expertise in the following areas to deliver a Commercial Space Demand Study for the City of Coquitlam:

- Development Finance & Land Economics;
- Zoning Bylaw & Land Use Policy Planning;
- Regional Commercial Real Estate Market; and
- Labor Market & Macroeconomics.

2.3 Background

As the second fastest growing city in the region, Coquitlam is widely regarded as a desirable place to live, work and do business. Centrally located and linked by rapid transit with a diverse and highly educated local population, the City’s multicultural and welcoming spirit is attractive to talent and supports the growth of local businesses, while also attracting investment and innovation from entrepreneurial newcomers. Working towards its vision of a responsible future with shared prosperity for all residents, these factors present opportunities for Coquitlam to build something special, and distinguish itself as a regional economic and cultural hub north of the Fraser River.

The Metro 2050: Regional Growth Strategy supports Coquitlam’s vision and calls for a Regional City Centre in Coquitlam’s downtown (City Centre Area Plan) and a Municipal Town Centre in Coquitlam’s Burquitlam-Lougheed Neighborhood Plan (BLNP). These plans recognize the importance of economic vibrancy, and affirm the areas’ potential to establish high-quality employment centers for surrounding suburban communities.

The regional vision of multiple urban and employment centers connected by a frequent transit network is shared, yet it has not materialized over the past decade. The development of office space and employment growth near mass transit throughout Coquitlam has largely remained unchanged. Previous commercial demand studies show that the lack of new office supply and increasing leasing rates have led to latent demand for professional employment space throughout Coquitlam. Recent changes, both locally and globally have altered the financial feasibility of the development of professional office space. Coquitlam envisions significant growth in high-quality professional office space to lessen the daily commute and improve quality of life for residents of the region. To achieve this shared vision, Coquitlam is searching for a consultant to produce a Commercial Space Demand Study. [Learn more](#) about the City of Coquitlam.

2.4 Sub-Consultants

The use of sub-Consultants is acceptable providing they are fully identified in the Proposal and understand the conditions of this document will apply to all Consultants named. Joint submissions must identify a prime Proponent who assumes responsibility for the Proposal as well as for the professional standards, actions and performance for all Proponents, if awarded the work.

2.5 Requested Departures

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them. The City may not consider any departures not stated in the Proponent's Proposal Submission

2.6 Evaluation Criteria

a) Instructions for Proposal Submission and Attachment Referencing

The City uses Microsoft Word to streamline the transfer of Proponent information into an evaluation document. Responses on the Proposal Submission Form should provide direct answers or concise summaries of any referenced attachments. Where attachments are necessary, each response should summarize the relevant information and clearly indicate where the City can find the corresponding details within the attachments, specifying precisely, for example, "see Section X, subsection Y, paragraph Z, on page N."

b) Submission Format and Content Authenticity

Lower scores may be assigned if Proposal Submission Forms:

I. Non-conforming

- Are not submitted in Microsoft Word format.
- Rely solely on references such as "see section X in the attached document" without providing summaries.

II. Authenticity and AI Generated Content

- The City preference is for Proposals to be original and directly aligned with the requirements outlined in this RFP. Proposals containing boilerplate, non-specific, or AI-generated content may receive a lower score.
- Proponents must demonstrate a clear understanding of the City's needs by providing detailed, tailored responses, including methodologies. Proposals lacking sufficient detail and originality may result in a lower evaluation score.

c) Evaluation Criteria and Points Allocation

Each proposal will be evaluated based on the following criteria:

| Proposal Evaluation Summary | Maximum Points to be Awarded |
|--|-------------------------------------|
| Corporate | 20 |
| Sustainable Benefits and Social Responsibility | 10 |
| Technical | 35 |
| Financial | 35 |
| Total | 100 |

d) The criteria for evaluation of the Proposals may include, but is not limited to:

Corporate

- Project Understanding - Comprehensive understanding of the project objectives, outcomes and vision; major issues and opportunities presented in the Proposal;
- Project Team - description and role of Consultant team members and any sub-Consultants; Experience and Qualifications of team members;
- Corporate Experience and References - provide examples of similar successful projects, project dates, client names and contact information, description of team members role in each project;
- Value Added Benefits to the City - Describe your competitive advantage, value added services and benefits that would be provided to the City.

Sustainable Benefits and Social Responsibility

- Sustainable benefits
- Reconciliation
- Social Responsibility

Technical

- Proposed methodology, work plan and approach, including breakdown of tasks necessary to complete the project;
- Availability and time schedule;

Financial

- Price Schedule - Fee matrix with hourly rates and charges by level of effort (hours) associated to task and total lump sum fee including disbursements (exclude GST);

e) Proposal Comparison

These criteria will be used to determine best overall value to the City. Proposals will be compared to select one or more that are most advantageous.

f) Reference Checks and Interviews

Upon selection of one or more lead Proponent(s):

- References may be contacted
- Interviews may be conducted
 - As part of the evaluation of Corporate Experience

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

g) Additional Evaluation Considerations

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the City may make such requests to only selected Proponents. The City may consider such clarifications or additional information in evaluating a Proposal.

h) Proposal Compliance and Rejection

Incomplete Proposals or Proposals submitted on forms other than the Proposal Submission Form may be rejected.

The City reserves the right to reject without further consideration any Proposal which in its opinion does not meet the criteria it considers essential for the Work outlined in this RFP.

Where only one Proposal is received, the City may reject such and re-issue the RFP on a selected basis.

i) Disclosure of Information

Proponents agree the City may disclose names of Proponents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Proponents.

3 PROJECT SPECIFIC CONDITIONS

3.1 Intellectual Property Rights

The Contract establishes the City as the owner of the “Instruments of Service” in connection with this Project specifically the immediate plans, data sets, models, graphics, spreadsheets, etc. and other materials requested and provided as defined as deliverables under this RFP.

4 SCOPE OF SERVICES

4.1 Project Description

The City of Coquitlam (the 'City') wishes to engage a qualified consultant to undertake a Commercial Space Demand Study. The City is requesting proposals to undertake the Services as described in the RFP documents.

4.2 Roles and Responsibilities

- City Role
 - a) The City will appoint one Project Manager to act on its behalf.
 - b) The Project Manager, working with a Staff Working Group, will facilitate decision making by the City.
 - c) Internal engagement activities to inform the analysis will be led by City staff, including inputs resulting from the ongoing Development Finance Framework Project.
- Consultant Role
 - a) Appoint a single Contract Administrator who will ensure day-to-day liaison between the 'Consulting Team' and the City's Project Manager for the entire length of the project.
 - b) Perform technical analyses and prepare supporting documentation (e.g. reports, presentations) to summarize recommendations.
 - c) Participate in Staff Working Group meetings (virtual) – incl. with staff from Economic Development to review progress and direct next steps. A minimum of four meetings is anticipated. Additional meetings can be scheduled as required.
 - d) External engagement activities to inform the analysis will be led by the Consultant.
 - e) Collaborate with City Staff and the Project Manager on all decision-making processes.
 - f) Provide agendas, project tracker and supporting materials for each working group meeting, and record all meeting minutes for regular meetings, including significant proceedings and decisions, identifying 'action by' parties, and distribute copies of minutes promptly after each meeting.

4.3 Scope of Work

The Scope of Services includes, but is not limited to the following:

4.3.1 Commercial Market Analysis

- a) Assess the competitiveness of commercial space between Burquitlam-Lougheed Neighborhood Plan (BLNP) area, City Centre Area Plan (CCAP) and similarly-sized transit-oriented areas within the region. The comparison should include historical and recent commercial supply, demand, valuations, absorption trends as well as sales prices.
- b) Provide a Strength Weakness Opportunity Threats (SWOT) analysis for commercial development in both the BLNP and CCAP areas from a local/regional serving office user and property developer point of view.

4.3.2 Potential Demand and Supply Projections*

Determine future commercial space demands based on two (2) scenarios across the following category within the BLNP and CCAP:

- Commercial Real Estate: Office (main focus), Retail and Hotel**

Scenario 1. Given current office market conditions, how much additional professional office space is expected to be developed, and at what rate, considering:

- Land-use requirements (use existing, but pivot if changes introduced through the Development Finance Framework Project);
- Effects of Provincial legislative bills: Bill 47 and Bill 16; and
- Existing Master Development Plan applications.

Scenario 2. Given the conditions listed below, how much additional professional commercial office space is needed to be built to achieve the vision projected in guiding strategies such as the City's Official Community Plan (OCP), Economic Development Strategy (EDS) and the Metro 2050: Regional Growth Strategy? This vision is a reversal of the current trend of an increasing net out-commute rate, towards attracting a greater share of regional employment (EDS Appendix B. p.35 – 37).

In addition, calculate the estimated time required to achieve market accepted occupancy levels.

*Scenarios are not meant to serve as an update to EDS Appendix B;

**Previous office and hotel demand studies have been conducted by the City. Data may be shared with successful proponent to assess changes in demand given current market conditions.

4.3.3 Strategies to Induce Commercial Office Development

- a) Conduct a **regional scan of incentives and strategies** other municipalities within the region have taken to induce professional office space development, include national and international case studies, if applicable.
 - Include only relevant case studies, e.g. recent rapid transit into suburbs; new downtowns built around regional malls;
- b) Through **key informant interviews**, identify which strategies have been well received and adopted by the development community;
- c) Based on Scenario 2, **recommend short and long-term strategies** that the City could look to implement within the study areas to induce commercial development.

Strategies should include but are not limited to:

- Policy and planning incentives, e.g. Commercial Floor Replacement Policy
- Engagement strategies with the owner/developer and the real estate brokerage community; and
- Specific to the CCAP, policies that complement office and commercial uses to create a downtown with a vibrant nightlife.

4.4 Process

The study process will include:

- a) Participation in an in-person kick-off meeting to initiate the project, establish key roles, finalize the project deliverables with staff, discuss required materials/inputs and finalize timelines;
- b) Ongoing liaison with the Project Manager regarding progress, direction, input and additional information requests;
- c) Meeting with internal stakeholder upon completion of the Technical Memo to discuss initial findings and direction;
- d) Meeting with internal stakeholders upon completion of the Draft Report to discuss findings and recommendations; and
- e) After delivery of the Final Report, be available to attend a Council Meeting to address any questions from Council.

4.5 Project Deliverables

The deliverables will include, at a minimum the following:

- a) **Preparation, coordination and facilitation of the project process**, including the elements identified in Scope of Work, any presentation materials and coordination with the City's Project Manager.
- b) **Summary of key informant interviews** with owners/developers regarding City's market position for commercial development within the BLNP and CCAP area alongside levers the City could consider to induce future commercial development.
- c) **Technical Memo** of the initial findings for review by City staff before proceeding with the Draft Report.
- d) **Preparation of a Draft Report** which will include, at a minimum, the following:
 - An executive summary;
 - A description of the research methodology, including a complete list of all data sources and key informants;
 - Presentation of all data generated or collated, either within the text of the report or in a technical appendices;
 - Maps and graphics, as appropriate;
 - The findings from the analysis and research in response to the scope; and
 - An identification of additional recommendations and possible "next steps".
- e) **Final Report** incorporating the comments and feedback provided on the draft report following City Staff review.
- f) **Slide Deck of findings and recommendations** prepared for council that highlights the opportunities to work collaboratively with the development community to induce commercial development within the BLNP and CCAP area.

All deliverables shall be provided in both electronic pdf format and, upon request, in a raw (editable) format, as required.

4.6 Schedule

The Consultant is responsible for their availability and ability to meet the schedule and completion date with a written acknowledgement given the Consultant's existing workload and future commitments. If the Consultant cannot meet the completion dates for the work this should be clearly identified on the work plan schedule in the Proposal submission.

| MILESTONES | DATE |
|---|---------------|
| Project Initiation Meeting | March 2025 |
| Prepare Final Scope, draft methodology | April 2025 |
| Prepare draft analysis brief, present draft findings to Staff | May/June 2025 |
| Finalize analysis, report to Staff | June 2025 |

4.7 Documents

The Consultant will provide original documents and transfer final digital files to the City. The Format of the digital files will be compatible with the City's versions of MS Suite and PDF's. Digital file transfer is to be electronically through the City's file transfer portal and email to City staff.

4.8 Project Organization and Management

The Consultant will work with staff from the City, including regular in-person and/or virtual update meetings. It is intended that the Consultant will work collaboratively with the Project Manager and other City staff, as required, throughout the process.

The Consultant will be responsible for recording all meeting minutes, including significant proceedings and decisions, identifying 'action by' parties, and will reproduce and distribute copies of minutes within two (2) working days after each meeting. The Consultant will transmit the meeting minutes to meeting participants including those who were not in attendance.

The Consultant will lead and otherwise be responsible for all elements of the Services, including reporting at key milestones, timely communications with the City's Project Lead on emerging project issues, and maintaining complete documentation (i.e. minutes, presentations) from internal and external meetings.

The Consultant lead must receive written approval from the Project Manager for any task or personnel reassignments on the Consultant team.

4.9 Fee Schedule and Cost of Services

- a) Proponents to submit with their Proposal, a **Schedule of Effort and Fees**, for all of the Services outlining level of effort by each team member, including hourly rates and total lump sum pricing. The hourly rates will be used to value additional

services if required. The fee schedule should show the maximum upset limits that the Consulting Team will not exceed unless the City's Project Manager requests additional services which are beyond the Scope of Services as outlined in this RFP.

- b) The Proponent shall include in the fee schedule all sub Consultant fees and all Consulting Team disbursements.
- c) The Proponent shall indicate any additional 'Optional Services' or costs not accounted for in the fee schedule as part of the proposal submission.
- d) The successful Consultant will not be able to claim any additional cost as a result of changes to the Schedule or order of works. This condition shall be in effect for the duration of the project.

The Consulting Services Price Total will form the budget for the full scope of the Services, including all details and deliverables specified in this RFP.

The Price total includes business administration services, disbursements, costs, charges, expenses, of any sort (excluding GST) for the Consultant to complete the Project to the City's standards in accordance with the work schedule provided in this RFP.

APPENDIX A

Contract No. 25-034

Commercial Space Demand Study

**Consulting and Professional
Services Agreement**

| | |
|----------------------|----------------------|
| Section 01000 | Pages 2 – 4 |
| Section 01200 | Page 5 |
| Section 01400 | Pages 6 – 16 |
| Section 01600 | Pages 17 - 21 |

BETWEEN: **City of Coquitlam** (the "City")
3000 Guildford Way
Coquitlam, BC
V3B 7N2

AND: **Company Name** (the "Consultant")
Address#
City, Province
Postal Code

THIS AGREEMENT WITNESSES that the City intends to engage the professional services of the Consultant in connection with the following project:

25-034 – Commercial Space Demand Study
(the "Project")

and the Consultant agrees to furnish the Consulting Services under the terms and conditions as follows:

1.0 "Contract Documents" means the following documents:

1.1

1. the Agreement: Section 01000
2. Schedules of Services, Fees, and Proposal: Section 01200
3. the General Conditions: Section 01400
4. Purchase Order issued for assignments as requested
5. RFP 25-034 – Commercial Space Demand Study
6. Addenda (if any)
7. Respondent's Submission dated XXXXX XX, 20XX

1.2 The Contract Documents shall form part of this Agreement as though recited in full.

1.3 In the event of discrepancies, inconsistencies or ambiguities in provisions of the Contract Documents, the provisions of the document that first appears on the list in Clause 1.1 shall take precedence and govern over the provisions of a document subsequently appearing on the list.

2.0 Services to be Performed and Period of Service:

2.1 The Services to be provided by the Consultant are **Consulting Services for RFP 25-034 – Commercial Space Demand Study** ("Services")

2.2 Assignments will be communicated through issuance of a City issued Purchase Order.

2.3 The Consultant shall perform and complete the Services with care, skill, due diligence and efficiency.

2.4 The Term of this Agreement will commence on **XXXX XX, XXXX**, and will expire upon **XXXX XX, XXXX**, unless otherwise extended or terminated by the parties.

3.0 Agreement Amount:

3.1 Subject to the terms and conditions of this Agreement and in consideration for the satisfactory performance of the Services, the City shall pay to the Consultant a fee **not to exceed the amount on the Purchase Order issued for each specific assignment** excluding GST, including expenses, for the Services to be provided as outlined in Section 01200 Schedules of Services, Fees, and Proposal.

3.2 Where progress payments are required the Consultant shall be paid on the basis of monthly progress billings for services performed and invoices approved by the City, all in accordance with Clause 18 of Section 01400.

3.3 The Agreement amount stated in Clause 3.1 does not include any applicable taxes, which are to be shown separately on all invoices submitted by the Consultant.

4.0 Time of the Essence:

4.1 Time shall be of the essence in the performance of the Services.

5.0 Entire Agreement:

5.1 When duly executed by authorized officers of both parties, this Agreement constitutes the entire Consulting and Professional Services Agreement between the parties with respect to the subject matter hereof.

6.0 Amendment:

6.1 The Contract Documents shall not be amended except as specifically agreed to in writing by both the City and the Consultant.

7.0 Contract Administrator:

7.1 For the purposes of this Agreement, the City designates as its Contract Administrator:

Jacint Simon
Major Project Planner, Economic Development Division
City of Coquitlam
3000 Guildford Way, Coquitlam, BC V3B 7N2
T: 604-927-3471 E: jsimon@coquitlam.ca

7.2 For the purposes of this Agreement, the Consultant designates as its Contract Administrator:

Contact
Company Inc.
Address
City, Province, Postal Code
T:604-XXX-XXXX E: xx@yy.com

8.0 Inurement:

8.1 This Agreement shall inure to the benefit of and be binding upon the City, the Consultant, and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

AGREED:

SIGNED on behalf of the City:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

SIGNED on behalf of the Consultant:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

1.0 Scope of Services:

Refer to 25-034 Scope and Pricing/Proposal Submission Form - 25-034 – Commercial Space Demand Study issued March XX, 2025.

2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to Refer to 25-034 Scope and Pricing/Proposal Submission Form - 25-034 – Commercial Space Demand Study issued March XX, 2025 and Consultant Legal Name's Proposal dated March XX, 2025.

3.0 Consultant Project Team:

Refer to Consultant Legal Name's Proposal dated March XX, 2025.

4.0 Consulting Fee & Rates:

Refer to 25-034 Scope and Pricing/Proposal Submission Form - 25-034 – Commercial Space Demand Study issued March XX, 2025 – Hours of Effort and Consultant Legal Name's Proposal dated March XX, 2025.

1.0 DEFINITIONS:

In this Agreement

- 1.1 “Agreement” means the agreement set out in Section 01000.
- 1.2 “Contract Administrator” has the meaning in Section 01000 Clause 7.0.
- 1.3 “Services” has the meaning set out in Section 01000 Clause 2.1, and
- 1.4 “Subcontractors” means the independent consultants, associates and subcontractors retained by the Consultant to assist in the performance of the Services.

2.0 ASSIGNMENT:

- 2.1 The Consultant shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the City.

3.0 STANDARD OF CARE AND QUALIFICATIONS:

- 3.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by consultants experienced in providing such Services. The Consultant acknowledges that its qualifications and experience were a major factor in the selection of the Consultant for the work set out in this Agreement.
- 3.2 Without limiting any other remedy which the City may have, the Consultant at its sole cost upon written request of the City shall rectify any of the Services which have not been performed in accordance with the care, skill and diligence set out in Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the Consultant shall do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly rectified or performed in accordance with the terms of this Agreement.
- 3.3 The Consultant shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

4.0 CONFIDENTIALITY:

- 4.1 **Definition of Confidential Information.** In this Agreement, “Confidential Information” means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-

related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.

- 4.2 **Obligation of Confidentiality.** It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other party. During the term of this Agreement and for a period of five (5) years thereafter, subject to Clause 4.3 and 4.4, each party agrees:
- (a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and
 - (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.
- 4.3 **Freedom of Information and Protection of Privacy Act.** The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the City under this Agreement may be subject to disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause, the "Act").
- 4.4 **Designation of Confidential Information.** The Consultant acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the City fits within Section 21 of the Act, the Consultant must specifically advise the City and request the City not to disclose that information.
- 4.5 **Return of Confidential Information.** Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Consultant required by the City to make use of any work product under this Agreement.
- 5.0 CITY'S RESPONSIBILITIES:**
- 5.1 The City shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as the Contract Administrators agree necessary or appropriate under this Agreement.
- 6.0 INDEMNITY:**
- 6.1 Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City and its successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as

“Claims”) that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its Sub-consultant(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

6.3 The indemnity provided in Clause 6.1 by the Consultant to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers’ Compensation Act or any other similar statute.

7.0 NO WAIVER:

7.1 No action or failure to act by the City shall constitute a waiver of any right or duty under the Agreement, or constitute an approval or acquiescence in any breach there under, except as may be specifically agreed in writing by the City.

8.0 CONSULTANT STATUS:

8.1 This is an agreement for the performance of Services and the Consultant is engaged under the Agreement as an independent Consultant for the sole purpose of providing the Services. Neither the Consultant nor any of the Consultant’s personnel is engaged by the Agreement as an employee, servant or agent of the City.

8.2 It is understood and agreed that the Consultant will act as an independent consultant and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement and Section 01200 Schedule of Fees, Rates and Charges.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT:

9.1 **Title.** The title, property rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the City without any payment by the City therefor.

9.2 **Patent and Copyright.** The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of

or out of providing the Services shall vest in the City without any payment by the City therefor.

9.3 **Further Assurances.** The Consultant shall upon request by the City, do all such things and execute and deliver to the City all such documents and instruments as the City shall reasonably require in order to vest title, property rights and ownership in the City as provided in Clause 9.1 and 9.2 and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the City's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

9.4 The City will not sell or transfer those rights without Consultant permission

10. NOTICES:

10.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address specified in Clause 7 of the Form of Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11.0 WORKERS' COMPENSATION, INSURANCE AND BUSINESS LICENCE:

11.1 Workers' Compensation Board (WCB) Requirements

11.1.1 The Consultant agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement had been paid in full.

11.1.2 The Consultant shall provide the City with their Workers' Compensation Board registration number and a "Clearance Letter" from WorkSafeBC confirming that they are registered and in good standing with the Workers' Compensation Board and that all assessments have been paid to the date.

11.1.3 The Consultant shall indemnify the City and hold them harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from

any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

11.2 **Insurance to be provided by the Consultant**

11.2.1 The Consultant shall provide, maintain and pay for the following insurance:

(a) **Commercial General Liability Insurance**

Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than **\$2,000,000**. per occurrence, indicating that the City is an additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the City will receive 30 days' notice of cancellation or of any material change in coverage that will reduce the extent of coverage provided to the City. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company that is, in all respects, acceptable to the City.

(b) **Automobile Liability Insurance**

Automobile liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

(c) **Professional Liability Insurance**

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than **\$500,000**. per claim and **\$1,000,000**. Aggregate for each loss. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

(d) **Consultant Equipment Insurance**

"All risks" equipment insurance covering owned and non-owned machinery and equipment used by the Consultant for the performance of the Services to its full replacement value.

11.2.2 Prior to commencing any work the Consultant shall provide to the City certificates of insurance that shall include a provision that such insurance shall not be cancelled or modified without at least 30 days' written notice to the City.

11.3 City of Coquitlam Business Licence

11.3.1 Where the head office of the Consultant is located within the City of Coquitlam and/or where the Consultant is required to perform any work at a site within the City of Coquitlam, the Consultant shall have a valid City of Coquitlam business license throughout the duration of the Agreement.

12.0 DELAY IN PERFORMANCE:

12.1 Neither the City nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the City or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13.0 SEVERABILITY:

13.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

14.0 CONFLICT OF INTEREST:

14.1 The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of the Agreement, the Consultant shall declare it immediately in writing to the City. If the Consultant does declare a conflict of interest the City may direct the Consultant to resolve the conflict of interest to the City's satisfaction and the Consultant shall do so.

15.0 GOVERNING LAW:

15.1 The Agreement shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to arbitration under Clause 16, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

16.0 DISPUTE RESOLUTION:

- 16.1 All claims, disputes or issues in dispute between the City and the Consultant shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
- 16.2 In the event that the parties agree to arbitration, pursuant to Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.
- 16.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.
- 16.4 The procedure set out in this Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the City and the Consultant.

17.0 TERMINATION:

Termination for Default

- 17.1 The City may terminate the Agreement if the Consultant at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the City giving written notice thereof.
- 17.2 The City may terminate the Agreement in whole or in part in writing if the Consultant defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the City acting reasonably deems it impractical, the Consultant shall be entitled to cure the default within 10 days of receipt of written notice from the City. Failure to cure the default within the 10-day period or as mutually extended by agreement between the City and the Consultant, shall entitle the City to terminate this Agreement immediately.
- 17.3 If the City terminates the Agreement under Clause 17.1 or 17.2, upon receipt of written notice of termination, the Consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Termination without Default

- 17.4 Notwithstanding the provision of Clause 17.1 or 17.2, the City shall be entitled at any time during the Agreement to terminate this Agreement upon thirty (30) days written notice to the Consultant. Upon receipt of written notice of termination, the consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans,

specifications, computer discs, software and all other information and materials relating to the Services.

- 17.5 Upon termination under Clause 17.4, the City shall pay to the Consultant in accordance with Section 01200 for the Services provided to the date of termination together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the Consultant as a result of the termination. The Consultant may not claim loss of profit on the balance of the Services not fulfilled because of the termination.

18.0 PAYMENT:

- 18.1 Consultant is required to forward to the City's Project Manager a draft copy of the invoice for review **five (5) business days prior** to formal submission to the City.
- 18.2 The Consultant shall submit invoices to the City sent by email to: apinvoices@coquitlam.ca for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. GST is to be shown as a separate item.
- 18.3 All Fee (Lump Sum) invoices are to be accompanied by a cost status breakdown showing information regarding percentage complete and percentage invoiced, all with associated costs. Invoices not containing the summary cost status will not be processed until the information is provided.
- 18.4 The invoice submitted for each billing period shall be clearly itemized to show the PO number, amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Consultant shall also provide to the City upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the City shall request.
- 18.5 Payments will be made in portions of the fixed lump sum amounts quoted based upon satisfactory completion of a portion of each of the project deliverables as determined by the Project Manager outlined above and in accordance with the fee schedule.
- 18.6 Except for the amounts which the City in good faith is disputing and except for any set off which the City may claim and except for invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence under Clause 18.2, the City shall pay invoices submitted to it for the Services within 30 days of receipt thereof.
- 18.7 The Consultant shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.

18.8 The Consultant will not be able to claim any additional cost as a result any delays caused by the consultants. The consultant shall be entitled to extra fees as result of changes to the scope by the owner or an extension to the schedule caused by owner or contractor.

18.9 Payments made to the Consultant shall not be construed as an unconditional acceptance of the work accomplished up to the time of payment.

19.0 SUBCONTRACTORS:

19.1 The Consultant may retain Subcontractors to assist in the performance of the Services provided that, where appropriate, the terms of this Agreement shall apply to the Subcontractors and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The City may request a copy of Terms and Conditions entered into by the Consultant with any subcontractor and the Consultant shall comply. The Consultant shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.

19.2 Disbursements for which the Consultant shall not be reimbursed and shall be included as the design fee total for professional services include:

- .1 Drafting (AutoCAD, manual, supplies);
- .2 Clerical support
- .3 Computer Use;
- .4 Courier and freight charges
- .5 Telecommunications
- .6 Travel (mileage, transportation, parking, vehicle, taxi, accommodation, meals);
- .7 Copying and Reprographics (Consultant's in-house drawings reproduction, review drawings and specifications, reports for sub-consultants' review);

20.0 EXTRA WORK:

20.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.

21.0 WORK AND SERVICES OMITTED:

21.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written

direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.

- 21.2 The Consultant must receive written approval from the City prior to commencing any additional works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Consultant fees exceed the original proposed purchase order amount. In this situation the Consultant will be requested to submit scope of work change alternatives to meet the budget.
- 21.3 A separate schedule of values is required as supporting documentation to the invoice for all additional services.
- 21.4 Any invoice encompassing extra work or additional work not previously approved in writing will not be accepted by the City.

22.0 WORK AND SERVICES OMITTED:

- 22.1 Upon receipt of written direction from the City, the Consultant shall omit Services to be performed under the Agreement. The Consultant shall have no claim against the City for loss associated with any omitted Services.

23.0 WITHHOLDING OF PAYMENTS

- 23.1 The City may withhold payment to the Consultant as necessary to protect the City relating to unsatisfactory performance or quality of work;
- 23.2 No interest shall accrue on payments withheld by the City. Interest payments will only be considered where it is agreed that the City erred in its information causing the withholding of payment.
- 23.3 The withholding of any payment shall not affect the Consultant's obligation to continue performance of work.

24.0 THIRD PARTY RIGHTS:

- 24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

25.0 LIMITATION OF LIABILITY:

- 25.1 In no event will the City be liable to the Consultant for any incidental, indirect, special or consequential damages arising out of, or in connection with this Contract.

26.0 CHANGES TO SCOPE OF SERVICES:

- 26.1 The City may at any time vary the scope of work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit or limits in Clause 3.0 (Agreement Amount) of Section 01000 (FORM OF AGREEMENT) as to the maximum

fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work, the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

27.0 NON-RESIDENT WITHHOLDING TAX:

27.1 If the Consultant is, at any time, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended, then, and the Consultant hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Revenue Agency, Taxation sums not greater than the greater of:

27.1.1 Fifteen percent (15%) of all monies payable under this Agreement; and

27.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.

27.2 The City will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on sums withheld, not remitted as aforesaid, and later paid directly to the Contractor.

27.3 Exemption from this withholding tax is available in some circumstances, but the Consultant must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days prior to commencing services for a "Certificate of Exemption".

28.0 ADVERTISEMENT:

28.1 The Consultant will not advertise its relationship with the City without prior written authorization from the City.

PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - (a) "**access**" means disclosure by the provision of access;
 - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Consultant as a result of the Agreement or any previous agreement between the Public Body and the Consultant dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Consultant is aware of and complies with its statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant may only collect or create personal information that is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant must tell an individual from whom the Consultant collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Consultant's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Consultant must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Consultant or the Public Body to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Consultant receives a request for access to personal information from a person other than the Public Body, the Consultant must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Consultant to provide such access and, if the Public Body has advised the Consultant of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Consultant must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Consultant of the date the correction request to which the direction relates was received by the Public Body in order that the Consultant may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Consultant must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Consultant disclosed the information being corrected or annotated.
11. If the Consultant receives a request for correction of personal information from a person other than the Public Body, the Consultant must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Consultant of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Consultant must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Public Body otherwise directs in writing, the Consultant must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Consultant must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Public Body otherwise directs in writing, the Consultant may only use personal information if that use is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Public Body otherwise directs in writing, the Consultant may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Consultant:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Consultant knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Consultant must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.5 of the Act, if the Consultant knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Consultant must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Consultant, enter on the Consultant's premises to inspect any personal information in the possession of the Consultant or any of the Consultant's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Consultant must permit, and provide reasonable assistance to, any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Consultant must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Consultant as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

22. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Consultant must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Consultant, terminate the Agreement by giving written notice of such termination to the Consultant, upon any failure of the Consultant to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Consultant" in this Schedule includes any sub-consultant or agent retained by the Consultant to perform obligations under the Agreement and the Consultant must ensure that any such sub-consultants and agents comply with this Schedule.

27. The obligations of the Consultant in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the

commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Consultant must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Consultant to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Appendix B

Privacy Protection Schedule

PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between _____ (the "Public Body") and _____ (the "Contractor") respecting _____ (the "Agreement")

Definitions

1. In this Schedule,

- (e) **"access"** means disclosure by the provision of access;
- (f) **"Act"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- (g) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (h) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:

- (c) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and

- (d) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that

the Contractor may comply with section 10.

10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of unauthorized disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

19. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

20. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

21. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

22. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-

compliance or anticipated non-compliance.

such subcontractors and agents comply with this Schedule.

Termination of Agreement

23. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

27. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

25. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any

29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Appendix C

Privacy Impact Assessment

Privacy Impact Assessment for Non-Ministry Public Bodies

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Use this privacy impact assessment (PIA) template if you work for or a service provider to a non-ministry public body in B.C. and are starting a new initiative or significantly changing an existing initiative.

BEFORE YOU START

- If you are in a non-ministry public body, you may use this template to document a PIA. This template leads you through a complete PIA, but you are welcome to use another template or method for documenting your PIA
- An initiative is an enactment, system, project, program or activity
- Find information on the [PIA review process](#) and [question-by-question guidance](#)
- If you have any questions, email Privacy.Helpline@gov.bc.ca or phone [250 356-1851](tel:250-356-1851)

a. PART 1: GENERAL INFORMATION

PIA file number:

| | |
|--|--|
| Initiative title: | |
| Organization: | |
| Branch or unit: | |
| Your name and title: | |
| Your work phone: | |
| Your email: | |
| Initiative Lead name and title: | |
| Initiative Lead phone: | |
| Initiative Lead email: | |
| Privacy Officer: | |
| Privacy Officer phone: | |
| Privacy Officer email: | |

General information about the PIA:

| |
|--|
| Is this initiative a data-linking program under FOIPPA? If this PIA addresses a data-linking program, you must submit this PIA to the Office of the Information and Privacy Commissioner. |
| |

| |
|--|
| Is this initiative a common or integrated program or activity? Under section FOIPPA 69 (5.4), you must submit this PIA to the Office of the Information and Privacy Commissioner. |
| |
| Related PIAs, if any: |
| |

1. What is the initiative?

Describe your initiative in enough detail that a reader who knows nothing about your work will understand the purpose of your initiative and who your partners and other stakeholders are. Describe what you're doing, how it works, who is involved and when or how long your initiative runs.

2. What is the scope of the PIA?

Your initiative might be part of a larger one or might be rolled out in phases. What part of the initiative is covered by this PIA? What is out of scope of this PIA?

3. What are the data or information elements involved in your initiative?

Please list all the elements of information or data that you might collect, use, store, disclose or access as part of your initiative. If your initiative involves large quantities of information or datasets, you can list categories or other groupings of personal information in a table below or in an appendix.

4. Did you list personal information in question 3?

[Personal information](#) is any recorded information about an identifiable individual, other than business contact information. Personal information includes information that can be used to identify an individual through association or reference.

Type "yes" or "no" to indicate your response.

- If yes, go to [Part 2](#)
- If no, answer [question 4](#) and submit questions 1 to 4 to your Privacy Officer. You do not need to complete the rest of the PIA template.

5. How will you reduce the risk of unintentionally collecting personal information?

Some initiatives that do not require personal information are at risk of collecting personal information inadvertently, which could result in an information incident.

PART 2: COLLECTION, USE AND DISCLOSURE

This section will help you identify the legal authority for collecting, using and disclosing personal information, and confirm that all personal information elements are necessary for the purpose of the initiative.

6. Collection, use and disclosure

Use column 2 to identify whether the action in column 1 is a collection, use or disclosure of personal information. Use columns 3 and 4 to identify the legal authority you have for the collection, use or disclosure.

| Use this column to describe the way personal information moves through your initiative step by step as if you were explaining it to someone who does not know about your initiative. | Collection, use or disclosure | FOIPPA authority | Other legal authority |
|--|-------------------------------|------------------|-----------------------|
| Step 1: | | | |
| Step 2: | | | |
| Step 3: | | | |
| Step 4: | | | |

Optional: Insert a drawing or flow diagram here or in an appendix if you think it will help to explain how each different part is connected.

7. Collection Notice

If you are collecting personal information directly from an individual the information is about, FOIPPA requires that you provide a collection notice (except in limited circumstances).

Review the [sample collection notice](#) and write your collection notice below. You can also attach the notice as an appendix.

PART 3: STORING PERSONAL INFORMATION

If you're storing personal information outside of Canada, identify the sensitivity of the personal information and where and how it will be stored.

8. Is any personal information stored outside of Canada?

Type “yes” or “no” to indicate your response.

9. Does your initiative involve sensitive personal information?

Type “yes” or “no” to indicate your response.

- If yes, go to [question 9](#)
- If no, go to [question 10](#)

10. Is the sensitive personal information being disclosed outside of Canada under FOIPPA section 33(2)(f)?

Type “yes” or “no” to indicate your response.

- If yes, go to [question 10](#)
- If no, go to [Part 4](#)

11. Where are you storing the personal information involved in your initiative?

After you answer this question go to [Part 5](#).

PART 4: ASSESSMENT FOR DISCLOSURES OUTSIDE OF CANADA

Complete this section if you are disclosing sensitive personal information to be stored outside of Canada. You may need help from your organization’s Privacy Officer. More help is available in the [Guidance on Disclosures Outside of Canada](#).

12. Is the sensitive personal information stored by a service provider?

Type “yes” or “no” to indicate your response.

- If yes, fill in the table below (add more rows if necessary) and go to [question 13](#)
- If no, go to [question 12](#)

| Name of service provider | Name of cloud infrastructure and/or platform provider(s) (if applicable) | Where is the sensitive personal information stored (including backups)? |
|--------------------------|--|---|
| | | |
| | | |

13. Provide details on the disclosure, including to whom it is disclosed and where the sensitive personal information is stored.

14. Does the contract you rely on include privacy-related terms?

Type “yes” or “no” to indicate your response.

- If yes, describe the contractual measures related to your initiative.

15. What controls are in place to prevent unauthorized access to sensitive personal information?

16. Provide details about how you will track access to sensitive personal information.

17. Describe the privacy risks for disclosure outside of Canada.

Use the table to indicate the privacy risks, potential impacts, likelihood of occurrence and level of privacy risk. For each privacy risk you identify describe a privacy risk response that is proportionate to the level of risk posed.

This may include reference to the measures to protect the sensitive personal information (contractual, technical, security, administrative and/or policy measures) you outlined. Add new rows if necessary.

| Privacy risk | Impact to individuals | Likelihood of unauthorized collection, use, disclosure or storage of the sensitive personal information (low, medium, high) | Level of privacy risk (low, medium, high, considering the impact and likelihood) | Risk response (this may include contractual mitigations, technical controls, and/or procedural and policy barriers) | Is there any outstanding risk? If yes, please describe. |
|---------------------|------------------------------|--|---|--|--|
| | | | | | |
| | | | | | |

Outcome of Part 4

The outcome of Part 4 will be **a risk-based decision made by the head of the public body on whether to proceed with the initiative**, with consideration of the risks and risk responses, including consideration of the outstanding risks in question 17. **The public body may document the decision in an appropriate format as determined by the head of the public body or by using this PIA template.**

PART 5: SECURITY OF PERSONAL INFORMATION

In Part 5 you will share information about the privacy aspect of securing personal information. People, organizations or governments outside of your initiative should not be able to access the personal information you collect, use, store or disclose. You need to make sure that the personal information is safely secured in both physical and technical environments.

18. Does your initiative involve digital tools, databases or information systems?

Type “yes” or “no” to indicate your response.

If yes, work with your Privacy Officer to determine whether you need a security assessment to ensure the initiative meets the reasonable security requirements of [FOIPPA section 30](#)

19. Do you or will you have a security assessment to help you ensure the initiative meets the security requirements of [FOIPPA section 30](#)?

Type “yes” or “no” to indicate your response.

- If yes, you may want to append the security assessment to this PIA. Go to [question 21](#)
- If no, go to [question 19](#)

20. What technical and physical security do you have in place to protect personal information?

Describe where the digital records for your initiative are stored (e.g., on your organization’s LAN, on your computer desktop, etc.) and the technical security measures in place to protect those records. Technical security measures include secure passwords, encryption, firewalls, etc. Physical security measures include restricted access to filing cabinets or server locations, locked doors, security guards, etc.

If you have completed a security assessment, you may want to append it to the PIA.

21. Controlling and tracking access

Please check each strategy that describes how you limit or restrict who can access personal information and how you keep track of who has accessed personal information in the past. Insert your own strategies if needed.

| | |
|---|--|
| Strategy | |
| We only allow employees in certain roles access to information | |
| Employees that need standing or recurring access to personal information must be approved by executive lead | |
| We use audit logs to see who accesses a file and when | |
| Describe any additional controls: | |

PART 6: ACCURACY, CORRECTION AND RETENTION

In Part 6 you will demonstrate that you will make a reasonable effort to ensure the personal information that you have on file is accurate and complete.

22. How will you make sure that the personal information is accurate and complete?

[FOIPPA section 28](#) states that a public body must make every reasonable effort to ensure that an individual’s personal information is accurate and complete.

23. Requests for correction

[FOIPPA](#) gives an individual the right to request correction of errors or omissions to their personal information. You must have a process in place to respond to these requests.

24. Do you have a process in place to correct personal information?

Type “yes” or “no” to indicate your response.

25. Sometimes it’s not possible to correct the personal information. [FOIPPA](#) requires that you make a note on the record about the request for correction if you’re not able to correct the record itself. Will you document the request to correct or annotate the record?

Type “yes” or “no” to indicate your response.

26. If you receive a request for correction from an individual and you know you disclosed their personal information in the last year, [FOIPPA](#) requires you to notify the other public body or third party of the request for correction. Will you ensure that you conduct these notifications when necessary?

Type “yes” or “no” to indicate your response.

27. Does your initiative use personal information to make decisions that directly affect an individual?

Type “yes” or “no” to indicate your response.

- If yes, go to [question 29](#)
- If no, skip ahead to [Part 7](#)

28. Do you have an information schedule in place related to personal information used to make a decision?

[FOIPPA](#) requires that public bodies keep personal information for a minimum of one year after it is used to make a decision. In addition, the [Information Management Act](#) requires that you dispose of government information only in accordance with an approved information schedule.

Type “yes” or “no” to indicate your response.

- If no, describe how you will ensure the information will be kept for a minimum of one year after it’s used to make a decision that directly affects an individual.

PART 7: PERSONAL INFORMATION BANKS

A personal information bank (PIB) is a collection of personal information searchable by name or unique identifier.

29. Will your initiative result in a personal information bank?

Type “yes” or “no” to indicate your response.

- If yes, please complete the table below.

| |
|--|
| Describe the type of information in the bank |
| |
| Name of main organization involved |

| |
|---|
| |
| Any other ministries, agencies, public bodies or organizations involved |
| |
| Business contact title and phone number for person responsible for managing the Personal Information Bank |
| |

PART 8: ADDITIONAL RISKS

Part 8 asks that you reflect on the risks to personal information in your initiative and list any risks that have not already been addressed by the questions in the template.

30. Risk response

Describe any additional risks that arise from collecting, using, storing, accessing or disclosing personal information in your initiative that have not been addressed by the questions on the template.

Add new rows if necessary.

| Possible risk | Response |
|---------------|----------|
| Risk 1: | |
| Risk 2: | |
| Risk 3: | |
| Risk 4: | |

PART 9: SIGNATURES

You have completed a PIA. Submit the PIA to your Privacy Officer for review and comment, and then have the PIA signed by those responsible for the initiative.

Privacy Office Comments

Privacy Office Signatures

This PIA is based on a review of the material provided to the Privacy Office as of the date below.

| Role | Name | Electronic signature | Date signed |
|---|-------------|-----------------------------|--------------------|
| Privacy Officer / Privacy Office Representative | | | |

Program Area Signatures

This PIA accurately documents the data elements and information flow at the time of signing. If there are any changes to the overall initiative, including to the way personal information is collected, used, stored or disclosed, the program area will engage with their Privacy Office and if necessary, complete a PIA update.

Program Area Comments:

| Role | Name | Electronic signature | Date signed |
|---|-------------|-----------------------------|--------------------|
| Initiative lead | | | |
| Program/Department Manager | | | |
| Contact Responsible for Systems Maintenance and/or Security Only required if they have been involved in the PIA | | | |
| Head of public body, or designate (if required) | | | |



PROPOSAL SUBMISSION FORM

RFP No. 25-034

Commercial Space Demand Study

Proposals will be received as per the date and time specified in the [Key Dates Section](#) of the RFP

INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal submissions are to be returned in Microsoft Word and any other supporting documents to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

- 1. In the "Subject Field" enter:** RFP Number and Name
- 2. Add files and "Send Files"**

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3037.

| | |
|---------------------------------|--|
| Legal Name of Company | |
| Contact Person and Title | |
| Business Address | |
| Telephone | |
| Email Address | |

1. DEPARTURES

a) CONTRACT - I/We have reviewed the **Consulting and Professional Services Agreement** (per Section 2 of RFP) and would be prepared to enter into in an agreement that incorporates the **Consulting and Professional Services Agreement**, amended by the following departures (list, if any):

| Section | Requested Departure(s) / Alternative(s) |
|---------|---|
| | |

b) SERVICES - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

| Requirements – Requested Departure(s) / Alternate(s) / Addition(s) |
|--|
| |

2. CORPORATE

a) CAPABILITIES, CAPACITY AND RESOURCES - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

i. Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):

| |
|--|
| |
|--|

ii. Provide a detailed narrative as to the Proponent’s understanding of the project objectives, outcomes and vision:

| |
|--|
| |
|--|

iii. Proponent is to state any value added benefits and activities they can provide in delivering the Services. Provide details:

| |
|--|
| |
|--|

iv. Proponent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing:

| |
|--|
| |
|--|

| | |
|---|-------------------------|
| b) REFERENCES – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional | |
| Reference No. 1 | |
| Description of Contract | |
| Size and Scope | |
| Work Performed | |
| Start Date | |
| End Date | |
| Contract Value | |
| Project completed on budget | |
| Project completed on schedule | |
| Reference Information | Company |
| | Name: |
| | Phone Number and Email: |
| Reference No. 2 | |
| Description of Contract | |
| Size and Scope | |
| Work Performed | |
| Start Date | |
| End Date | |
| Contract Value | |
| Project completed on budget | |
| Project completed on schedule | |
| Reference Information | Company |
| | Name: |
| | Phone Number and Email: |
| Reference No. 3 | |
| Description of Contract | |
| Size and Scope | |
| Work Performed | |
| Start Date | |
| End Date | |
| Contract Value | |
| Project completed on budget | |
| Project completed on schedule | |
| Reference Information | Company |
| | Name: |
| | Phone Number and Email: |

| | |
|---|----------------|
| c) SUB-CONSULTANTS - The following Sub-Consultants will be utilized in provision of the Services and will comply with all the terms and conditions of this RFP. No changes, additions or deletions are to be made to these subConsultants without the City's written | |
| Sub-Consultants No. 1 | |
| Legal Name | |
| Trade/Services Performed | |
| Background and Experience | |
| Qualifications | |
| Contact Information | Name: |
| | Phone Number: |
| | Email Address: |
| Sub-Consultants No. 2 | |
| Legal Name | |
| Trade/Services Performed | |
| Background and Experience | |
| Qualifications | |
| Contact Information | Name: |
| | Phone Number: |
| | Email Address: |

| d) KEY PERSONNEL - Proponent proposes the following key personnel for the Services stated in the RFP. No changes, additions or deletions are to be made to these Key Personnel without the City's written approval. (Add rows as needed). <u>Please include resumes as an Attachment to this Submission, at a maximum of 2 pages per resume.</u> | | | | |
|---|-------------|-----------------------|--------------------------------------|-------------------------------------|
| LINE ITEM | NAME | TITLE/POSITION | EXPERIENCE AND QUALIFICATIONS | YEARS WITH YOUR ORGANIZATION |
| i. | | | | |
| ii. | | | | |
| iii. | | | | |
| iv. | | | | |
| v. | | | | |
| (use the spaces provided and/or attach additional pages, if necessary) | | | | |

3. SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

| |
|--|
| i. Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City |
| |
| ii. What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, people with disabilities and any other groups: |
| |
| iii. What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises or Indigenous owned businesses: |
| |
| iv. What policies does your organization have to support reconciliation with indigenous peoples: |
| |

4. TECHNICAL

| |
|--|
| a) APPROACH and METHODOLOGY - Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the work. |
| I. Approach - Proponent is to state how their organization will approach the Project and engage with the City to deliver the Services: |
| |
| II. Methodology - State the methodology the Proponent will utilize to deliver the Services: |
| |

III. Work Plan – Provide a work plan that provides a breakout of the tasks necessary for each Phase of the Services along with proposed outcomes for each Phase. Clearly state any deviations from the City’s suggested Scope of Services:

| |
|--|
| |
|--|

IV. Challenges – Describe the challenges anticipated and how the Proponent intends to mitigate these.

| |
|--|
| |
|--|

V. Quality Assurance - Provide the measures the Proponent will use to maintain quality control for the Services being performed.

| |
|--|
| |
|--|

b) Proposed Work Schedule and Milestone Dates

The City has included a proposed work schedule along with milestone dates within this RFP. The work schedule will be an important part of the evaluation process. Proponent is to state if they are able to meet these dates or provide an alternate schedule for consideration:

The Proponent is able to meet Proposed Work Schedule:

Yes

No

I. If NO, please provide explanation and alternate schedule for consideration:

| |
|--|
| |
|--|

5. FINANCIAL

a) SCHEDULE OF FEES AND EFFORT - The fee schedule shall show an appropriate level of hours/effort for each of the project components, broken down by the Proponent’s team member(s) assigned to each component. The fee schedule shall show the maximum upset limits that the ‘Consulting Team’ will not exceed unless the City Project Manager requests additional services which are beyond the Scope of Services as outlined in this RFP. Proponent is to include any additional “Optional Services” or costs not accounted for in the fee schedule as part of the Proposal submission. The successful Proponent will not be able to claim any additional cost as a result of changes to the schedule or order of works or for project delays.

| ITEM NO. | TASK/DELIVERABLE | Indicate Assigned Staff, Number of Hours, and Rate/Hour | | | TOTAL PRICE (LUMP |
|--------------|------------------|---|--|--|-------------------|
| 1. | | | | | \$ |
| 2. | | | | | \$ |
| 3. | | | | | \$ |
| 4. | | | | | \$ |
| 5. | | | | | \$ |
| 6. | | | | | \$ |
| Total | | | | | \$ |

Attention Purchasing Manager:

6. **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City’s website www.coquitlam.ca/Bid-Opportunities, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services; submit this Proposal in response to the RFP.
7. **I/We** agree to the rules of participation outlined in the **Instructions to Proponents** (per section 2 of RFP) and should our Proposal be selected, agree to the City’s **Consulting and Professional Services Agreement** (per Section 2 of RFP) and will accept the City’s Contract as defined within this RFP document.
8. **I/We acknowledge** receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

| Addendum No. | Date Issued |
|--------------|-------------|
| | |
| | |
| | |

This Proposal is submitted this ___ day of _____, 20____.

I/We have the authority to sign on behalf of the Proponent and have duly read all documents.

| | |
|---|----|
| Legal Name of Company | |
| Signature(s) of Authorized Signatory(ies) | 1. |
| | 2. |
| Print Name(s) and Position(s) of Authorized Signatory(ies) | 1. |
| | 2. |