



REQUEST FOR PROPOSAL ("RFP") PS09123

PROFESSIONAL SERVICES - PROTOCOL AND PROTOCOL TRAINING FOR HOST CITY TEAM (2010 OLYMPICS)

Proposals will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, June 9, 2009 and registered at 11:00:00 A.M. on Wednesday, June 10, 2009.

NOTES:

1. Proposals are to be in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX.

All inquiries related to this RFP shall be submitted
in writing to the attention of:

Alison Hall
Contracting Specialist
Purchasing Services

FAX: **604-873-7057** E-MAIL: **purchasing@vancouver.ca**

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PART A - INTRODUCTION

1.0 Introduction

- 1.1 This Request for Proposal (**“RFP”**) identifies an opportunity for Proponent(s) to provide the City of Vancouver (**the “City”**) with the Design, Development and Delivery of Protocol Training as it relates to the 2010 Olympic and Paralympic Games.
- 1.2 The successful Proponent will be the Proponent who offers best value, which will be assessed as but not limited to, a combination of experience, pricing, scope, duration and level of services offered.
- 1.3 Proponents are encouraged to read this RFP and submit any questions relating to this RFP document to the Contact person listed on the cover page.
- 1.4 Qualified and experienced proponents are invited to submit proposals and the City will consider proposals from those Proponents who are able to meet all the requirements as set out herein.
- 1.5 Key dates to be noted are:

Event	Date
Deadline for inquiries	Tuesday June 9, 2009
RFP Closing Time (3:00PM Vancouver Time as shown on the title page of this RFP)	Wednesday June 10, 2009

2.0 Background Information

- 2.1 The City of Vancouver delivers local government services to Vancouver citizens and businesses. Vancouver covers 115 square kilometers, with an estimated population of almost 600,000 people. Vancouver’s downtown core serves as a business, shopping and entertainment centre for the entire Metro Vancouver region.

The City has an operating budget of approximately \$920 million, and is among the region’s largest employers, with over 9,400 employees. The City is consistently recognized for its high-quality management and service excellence across all departments and service areas, and has won a number of awards that reflect this (www.vancouver.ca/awards).

Vancouver City Council is comprised of a Mayor and ten (10) councilors. City staff are led by the City Manager, and are organized into a number of departments, each led by a General Manager. Detailed organization charts and background information can be found on the City’s website (www.vancouver.ca/departments).

- 2.2 The City is hosting the 2010 Olympic and Paralympic Games. The City has decided to call the group of employees who will be deployed to work on Olympic related events the “Host City Team” (HCT). The HCT will be assisting in various capacities that are required of the host city. One of these specific host capacities is that of Protocol. Protocol encompasses the code of correct conduct, the rules of behaviour for formal occasions and the forms of ceremony and etiquette observed by diplomats and heads of

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state. This is of importance for the host city in that during the Olympic games many dignitaries and heads of state will be visiting Vancouver to partake in various Olympic-related activities.

When the HCT Protocol staff interact with dignitaries and heads of state, they must be aware of the rules and codes of Protocol. Members of the HCT Protocol staff will be from various areas of the city and their levels of knowledge of Protocol will vary. In addition to the HCT Protocol staff, training will also need to be provided to various individuals from Olympic stakeholders, again with various levels of Protocol knowledge. These stakeholders include VANOC, the Federal and Provincial governments, the Cities of Richmond and Whistler and the Four Host First Nations. To ensure all of these individuals have the Protocol information they need, and in order to become a superior host, the city needs to provide specialized training in the area of Protocol.

- 2.3 This RFP is specifically intended for the training of the HCT Protocol staff and the identified Olympic stakeholders.

3.0 Objectives

- 3.1 The objective of this RFP is to select a qualified and experienced consultant to design, develop and deliver a comprehensive and professional Protocol Training program. This will be done by interviewing key stakeholders, reviewing relevant material produced to date, meeting with subject matter experts ("**SMEs**"), designing the curriculum, development of the training materials, and delivery of the program in a train-the-trainer pilot session.

4.0 Requirements

- 4.1 In support of the objective set out above, the City has identified specific requirements and scope of work within Schedule A of this RFP (the "**Requirements**"), to which the proponent should respond in detail as part of its Proposal. The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process. Proponents should offer their solutions to the Requirements in the manner and format described in Part B-*Instructions to Proponents*, utilizing Part C - Proposal Form and the Schedules attached thereto.
- 4.2 The following requirements are needed in support of the objective stated above:
- a) Training must be applicable for Protocol Officers involved in the 2010 Games and future Olympic games since training materials will be passed on to the next host city as a legacy.
 - b) Training content must also be applicable for Protocol Officers in general (non-games specific content) who work for the City of Vancouver, the City of Richmond, the Resort Municipality of Whistler, Four Host First Nations, the Provincial Government and the Federal Government.
 - c) Training modules must address the needs of each of the audiences. This means that content needs to be modularized so it can be used on an as needed basis.
 - d) Training content must be developed in a modular format that can be delivered in half-days or less so as to allow for flexible delivery schedules. Each module must be further sub-divided into units to further promote flexibility.

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- e) A participant guide and leader/instructor's guide needs to be developed for each audience for each module so as to ensure that all knowledge is captured.
- f) Content needs to be delivered in an interactive format based on adult learning principles. This includes using techniques such as: lecture, storytelling, PowerPoint presentations, visual aids (graphics, videos, animations, examples of various materials, etc.), small group scenario-based activities, case studies, and large group activities.
- g) Job aids (checklists, guidelines, etc.) must be developed as part of the course and learners must be exposed to and trained on how to use the job aids during the classroom training.
- h) Training materials should be prepared for a pilot by September 1, 2009 and contractor to deliver materials to identified training group as a train-the-trainer pilot session.
- i) Project Stakeholders are: the City of Vancouver, VANOC, the Federal and Provincial governments, The Cities of Richmond and Whistler and the Four Host First Nations.

4.3 Protocol training materials will:

- a) Be consistent in terms of look and feel.
- b) Capture all content obtained from a set of assigned SMEs (subject matter experts).
- c) Allow for easily updating of outdated content/modifying content on an ongoing basis.
- d) Be branded with a look that immediately identifies all materials as an integrated product to the learner.

4.4 Graphic Design Elements will include:

- a) Design and build PPT template.
- b) Pre-print design of section covers.
- c) Pre-print design of document title.
- d) Pre-print design of inner page template for Microsoft Word.
- e) Selection of related Stock Images for use in all training material.

4.5 SME Subject Matter Experts

- a) The new training modules will be created using existing written content (reference manuals), by consulting with SMEs, capturing their expertise (stories, lessons learned, tips and tricks, etc.) and integrating this information into training materials. This ensures that much of the tacit knowledge that SMEs possess is captured and integrated into the new training structure and allows it to be harnessed and leveraged for the City's staff and their long-term professional development:

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- i) Case studies will be based on SMEs' direct experiences.
- ii) Tips and tricks will be developed based on lessons learned in the field.
- iii) Activities and scenarios will be based on SMEs' expertise and their ability to identify areas in which pitfalls are likely to take place.
- iv) Content will be based on SMEs' expertise.
- v) All content, scenarios, and case studies will be included in the Participants Guides.
- vi) All content, scenarios, and case studies, as well as explicit instructions on how to cover the materials will be included in the Instructor Guides.

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NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

- 1.1 The Proponent is to submit its Proposal in accordance with instructions identified on the title page and as provided within this Part B - Instructions to Proponents.
- 1.2 It is the sole responsibility of the Proponent to check the City's website at <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this RFP.

2.0 Conduct of RFP - Inquiries and Clarifications

- 2.1 The City's Manager - Supply Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the title page.
- 2.2 It is the sole responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the title page on or before the deadline date set out in Section 1.5 of Part A - *Introduction*.

3.0 Contract Requirements

- 3.1 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.2 The successful Proponent will be requested to enter into a Contract substantially in the form of an agreement. The City reserves the right to make changes to the agreement that it determines are necessary in its sole and absolute discretion.
- 3.3 If any of the terms of this RFP are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in Schedule C - Deviations and Variations. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

4.0 Insurance Requirements

- 4.1 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in Appendix 1 as evidence of their existing insurance coverage.
- 4.2 A copy of the City's "Certificate of Insurance" is attached for reference as Appendix 2. The successful Proponent will be required to file a completed certificate in that form with the City's Risk Management Department showing proof of all insurance requirements described in the agreement, as applicable. This certificate must be completed and signed by the Proponent's insurer and be reviewed and approved by the

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City's Risk Management Department prior to the City entering into any Contract with the successful Proponent.

5.0 Pricing

- 5.1 Prices quoted are to be exclusive of GST and PST except where otherwise expressly requested.
- 5.2 Prices are to be quoted in Canadian Dollars.

6.0 Consortium Proposals

- 6.1 The City will consider a proposal from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 6.2 A single person or company is to be identified as the "Key Contact Person" on the Proposal Form (Part C), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the proposal submission, evaluation, and any negotiation process.
- 6.3 Consortium proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.
- 6.4 The City reserves the right to accept the consortium as proposed or choose to negotiate an agreement or a contract with individual consortium members separately. Each component of the consortium proposal is to be priced out individually.

7.0 Submission of Proposal

- 7.1 Proponents are to submit four **(4) hard copies** of their proposals in binders. Each hard copy will have each section tabbed and will include all accompanying schedules, appendices or addenda in each binder. Proponents should also submit one **(1) electronic copy** of their proposal on CD. All copies are to be submitted in one sealed envelope or package marked with the Proponent's name and the RFP title and number, prior to the Closing Time to the location shown on the title page of this RFP.
- 7.2 Only the English language may be used in responding to this RFP.
- 7.3 Proposals received after the Closing Time or in locations other than the address indicated on the title page, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.
- 7.4 Amendments to a proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number to the location shown on the title page prior to the Closing Time.

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- 7.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the attention of the contact person shown on the title page at the office of the Purchasing Department, #320 - 555 West 12th Avenue, East Tower and signed by the authorized signatory for the Proponent.
- 7.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

8.0 Format of Proposal

- 8.1 Unnecessarily elaborate proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 8.2 Proponents are required to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals should be arranged as follows:

Title Page: The title page will show the RFP title and number, Closing Time, Proponent name, address, and telephone number and the name and title of the Proponent's contact person.

Table of Contents: Page numbers should be indicated.

Executive Summary: A short summary of the key features of the Proposal demonstrating the Proponent understands of the scope of the Requirements.

Proposal Form: The Proponent will complete the Proposal Form and attached Attachment A - *Legal Terms and Conditions* included in this RFP in accordance with the instructions.

Schedules: The Proponent will complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the Requirements as outlined, then additional pages can be attached.

Alternate Solutions: Proponents may submit alternative solutions and will identify same as additional appendices within their Proposal.

9.0 Bid Security

- 9.1 No bid security is required, since no irrevocable binding legal offer is required in this RFP.

10.0 Conflict of Interest/Solicitation

- 10.1 Proponents are to ensure that any and all conflicts of interest or potential conflicts of interest and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A - *Legal Terms and Conditions* of the Proposal Form.

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- 10.2 Failure to disclose this information may result in the rejection of the Proposal, an associated entity's proposal, and/or the immediate cancellation of any Contract should one be awarded in reliance on the information contained in the submitted Proposal.
- 10.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any officer, employee, agent or elected official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

11.0 Opening of Proposals

- 11.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City. Dissemination of Proposal information will be as follows:
- a) Upon opening of the Proposals, the names of each Proponent will be announced.
 - b) Upon completion of Proposal evaluation, the salient features of each Proposal and the recommended Proposal will be summarized and publicly reported on to Vancouver City Council.

12.0 Evaluation of Proposals

- 12.1 Proposals will be evaluated on the basis of the overall best value to the City of Vancouver based on quality, service, cost and any other criteria set out in this RFP including, but not limited to:
- a) the Proponent's ability to meet the Requirements within the indicated time frame;
 - b) the Proponent's ability to deliver the Requirements when and where required;
 - c) value for money;
 - d) the Proponent's proposed project team and the skills, knowledge and previous experience of each member of that team;
 - e) the proposed plan of approach and work schedule;
 - f) the quality of the Proposal, including any innovative concepts;
 - g) the proposed methodological approach to coordinating with City staff and developing the deliverables;
 - h) ability to comply with the City's insurance requirements;
 - i) the Proponent's business and technical reputation and capabilities; experience, and where applicable, the experience of its personnel; financial stability; track record and references of current and former customers;
 - j) environmental responsibility demonstrated by the Proponent; and

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- k) any other criteria set out in the RFP or otherwise reasonably considered relevant by the City for the success of the project.
- 12.2 The City may elect to short list proponents in stages as deemed necessary. Short-listed proponents may be asked to provide additional information or details for clarification, which may include the proponent (and any or all Sub-Contractors of the proponent) attending interviews, making presentations, supplying samples, performing demonstrations, and/or furnishing additional information and/or technical data.
- 12.3 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. The Proponent may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.
- 12.4 The City may request that any or all Sub-Contractors of the Proponent undergo the same evaluation process.
- 12.5 Preference may be given to Proposals offering environmentally beneficial services and business practices.

13.0 Deviation from Requirements or Conditions

- 13.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent's Proposal within Schedule C - Deviations and Variations. The City will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the City will assume that the Proponent is proposing full compliance with the Requirements and conditions of this RFP.

14.0 Proposal Approval

- 14.1 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle and sign the Contract.
- 14.2 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at anytime.

15.0 Quantities - Intentionally Omitted

16.0 Brand Names - Intentionally Omitted

17.0 Alternates and/or Variations to Specifications

- 17.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City and Proponents should bid in accordance with such Requirements, or if the Proponent cannot meet the Requirements, the Proponent may offer an alternative which they believe to be the equivalent.

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17.2 If in addition to proposing goods and/or services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal, and clearly marked as an alternative.

17.3 The City will, during its evaluation process determine what constitutes allowable or acceptable variations or alternatives.

18.0 Environmental Responsibility

18.1 The City is committed to preserving the environment. Proponents should provide for environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent shall indicate the nature of the hazard in its Proposal.

18.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

19.0 Freedom of Information and Protection of Privacy Act

19.1 Proponents should note that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

20.0 Confidentiality

20.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without City's prior written consent.

20.2 This RFP is the property of the City. Except for the purpose of submitting a proposal, copies may not be made or distributed without the prior written approval of the City's Manager - Supply Management.

21.0 Advertising

21.1 The approval of any Proposal and the signing of a Contract does not allow a Proponent to advertise or promote its relationship with the City in any way without the City's prior written authorization.

22.0 Special Conditions - Intentionally Omitted

23.0 Non-resident Withholding Tax

23.1 Please note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a non-resident withholding tax of a specified percentage (depending on residency of the Contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency at least thirty (30) days before commencing the service.

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24.0 Legal Terms and Conditions

- 24.1 No part of Part A - Introduction, this Part B - Instructions to Proponents, nor Part C - Special Conditions will be legally binding on the City or Proponent. All legal terms and conditions of the process contemplated by this RFP are contained in Part D - Proposal Form, including without limitation, Attachment A- *Legal Terms and Conditions*.

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PART C - PROPOSAL FORM

1.0 Insurance Requirements

- 1.1 Proponents are to submit with their proposals a Certificate of Existing Insurance in the form set out in Appendix 1 as evidence of their existing insurance coverage.

Proponent Name: _____
"Proponent"

Address: _____

Telephone: _____ **Fax:** _____

Key Contact Person: _____

E-mail: _____ **Incorporation Date:** _____

To the City of Vancouver Supply Management Department,

The Proponent, having carefully examined and read the RFP, now submits the following Proposal:

2.0 Required Documents

- 2.1 If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Certificate of Existing Insurance	Yes	

To be Initialled at Proposal Opening:

Manager, Supply Management or designate

Witness

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3.0 Compliance

- 3.1 By initialling each item, the Proponent acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements. **If additional space is required, detail deviations and/or suggested amendments in Schedule C - Deviations and Variations.**

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Proposal Form			
<u>Proposal Form - Attachment</u> <u>A - Legal Terms and</u> <u>Conditions</u>			

4.0 Proponent's Declaration and Acknowledgment

- 4.1 The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

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

Print Full Legal Name of Proponent

Per: _____

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

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PART C- ATTACHMENT A - LEGAL TERMS AND CONDITIONS

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS:

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-Contractors' legal rights and obligations only with respect to the RFP process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Contract (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*.
- b) "Contract" means the legal agreement, anticipated to be formed between the City and the successful Proponent separate from the contract formed by this RFP and this Attachment A - *Legal Terms and Conditions*.
- c) "Contractor" means a party with whom the City enters into a Contract.
- d) "Losses" means in respect of any matter all
 - i) direct or indirect, as well as
 - ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- e) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Proponent, and "proposal" means any proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.
- f) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to this RFP, excluding or including the Proponent, depending on the context.
- g) "RFP" means the documents issued by the City as Request for Proposal No. PS09098 including all addenda.
- h) "Sub-Contractor" includes any or all third parties listed in Schedule D of this Proposal Form.

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PART C- ATTACHMENT A - LEGAL TERMS AND CONDITIONS

2.0 GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*), the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into a Contract. This RFP process is at all times contingent on funds being approved by the Vancouver City Council and a Contract being signed by the City.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*), the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 - *Protection of City Against Lawsuits*, and the following:

a) No Duty

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs a Contract.

b) Proponent's Risk

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

- i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process; or
- ii) any contract or tort law duty to preserve the integrity of the RFP process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

c) Proponent's Cost

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or

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expectations of the RFP or, which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP process at all times except only as otherwise stipulated in any Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals and need not necessarily review, consider or evaluate the proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all proposals at any time without further explanation or notification to any of the proponents subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The City may, at any time prior to or after signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits*, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Proponent now releases the City from all liability for any Losses in respect of:

- a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- b) any unintentional tort of the City occurring in the course of conducting this RFP process;
- c) the Proponent preparing and submitting its Proposal;
- d) the City accepting or rejecting its Proposal or any other submission;
- e) the manner in which the City:
 - i) reviews, considers, evaluates or negotiates any proposal,

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- ii) deals with or fails to deal with any proposal or proposals, or
- iii) decides to enter into a Contract or not enter into any Contract;
- f) the Proponent, if any, with whom the City enters a Contract.

4.2 Indemnity

Except only and to the extent that the City breaches Section - 5.2 - *Proponent's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Contractors or agents alleging or pleading

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

4.3 Limitation

In the event that, with respect to anything relating to this RFP (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Proponent or its Sub-Contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- a) The arbitrator will be selected by the City's Manager – Supply Management.
- b) This Section 4.0 – Protection of the City from Lawsuits will:
 - i) bind the City, Proponent and the arbitrator; and
 - ii) survive any and all awards made by the arbitrator.

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- c) The Proponent will bear all costs of the arbitration.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - City's Property

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

5.2 Proponent's Submission Confidential

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

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

5.3 All City Data/Information is Confidential

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

5.4 Disclosure Requires Prior Consent

The Proponent may not divulge any information respecting the proposal process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or

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has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

5.5 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

- a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;
- c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City.

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to Conflict of Interest

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

- a) an elected official or employee of the City; or
- b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

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

6.2 Declaration as to Collusion

The Proponent now confirms and warrants that

- a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and

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- b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

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

7.0 NO PROMOTION OF RELATIONSHIP

- 7.1 The Proponent will not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Proponent to perform the Proponent's obligations under the terms of this Attachment A). The Proponent undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any other reference or means of promotion or publicity related to the 2010 Winter Olympic Games or the city, without the express prior written consent of the City. Furthermore, the Proponent undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Proponent and the IOC, the Olympics or the Olympic Movement.

8.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 8.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the RFP process will survive such process and will remain legally enforceable by and against the Proponent and City.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A AS AN INTEGRAL PART OF THIS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT ABOVE.

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This Schedule identifies the minimum Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to the respective issues set out in this Schedule. Proponents may submit their solution or response on a separate sheet, however, the same number sequence should be used.

1.0 Introduction

- 1.1 The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process. The work to be performed by the Contractor under the Contract is described in Section 2.0 below.

2.0 Scope of Work

- 2.1 The scope of this review will include the following tasks, separated for clarity into Needs Assessment; Training Design; Development of Materials; Delivery of Training; and Evaluation and Final Sign-off. In their response, the proposals must consider each item under the scope separately in an overall Project Plan and should include individual work plans, deliverables, time frames, budgets, City resource requirements and timing. If the proponent proposes a different sequence or phasing, the reasons should be clearly noted and explained.
- 2.2 This proposal is specifically intended for the training of the HCT Protocol staff and the identified Olympic stakeholders. Project Stakeholders are: the City of Vancouver, VANOC, the Federal and Provincial governments, The Cities of Richmond and Whistler and the Four Host First Nations.
- 2.3 The following components are included in the scope of work:
- a) Needs Assessment;
 - b) Protocol Training Design;
 - c) Development of Materials;
 - d) Delivery of Training; and
 - e) Evaluation and Final Sign-off.

3.0 Project Deliverables

- 3.1 Working closely with the Project Manager/Project Consultant (Staff & Organization Development Practitioner), the Contractor will Assess, Design, Develop, Deliver and Evaluate each topic and content area for developing the Protocol training.
- a) Needs Assessment.
 - i) Includes interviewing key stakeholders, reviewing relevant material produced to date, meeting and consulting with SMEs (subject matter experts).

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b) Protocol Training Design.

- i) Using instructional design principles to develop a training program which meets the following requirements:
 - A. Training content must also be applicable for Protocol Officers in general (non-games specific content) who work for the City of Vancouver, the City of Richmond, the Resort Municipality of Whistler, Four Host First Nations, the Provincial Government and the Federal Government;
 - B. Training modules must address the needs of each of the audiences;
 - C. Training must also be applicable for Protocol Officers involved in the 2010 Games and future Olympic games since training materials will be passed on to the next host city as a legacy;
 - D. Design must ensure that training is interactive and incorporates various methods of engaging participants such as case studies, small groups, large groups, scenarios and other interactive components;
 - E. The instructional designer will apply sound design principles and adult learning theories to all training programs and will work closely with the client and/or the Subject Matter Experts (SMEs) throughout the design process; and
 - F. Training should cover the subject areas identified below:
 - I. History of Protocol;
 - II. Rule of Right;
 - III. Rule of Precedence;
 - IV. The Rule of Flags;
 - V. Social Etiquette;
 - VI. Business Etiquette;
 - VII. Meal Etiquette;
 - VIII. First Nations Protocol;
 - IX. Olympic Protocol;
 - X. Event Planning;
 - XI. Handling Visits;
 - XII. Interacting with Protocol; and
 - XIII. Self-care.

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- c) Development of Materials.
 - i) The Contractor will deliver the final and completed protocol training materials to the City, which will include completed:
 - A. Participant guide, leaders guide, PowerPoint, job aids, performance support tools, visual aids, graphics, videos, case studies, scenario based activities and both small and large group activities;
 - B. The City of Vancouver will own the rights to all materials that are created for this training module and can reuse them as desired (e.g., other training materials, communication materials, etc.);
 - C. The City of Vancouver will own the rights to all multimedia files created for the course. These will also be provided to the City of Vancouver as part of the training package and as individual files;
 - D. The Participant guide will include all relevant materials and content. Job aids will be developed as part of the participant materials;
 - E. The Instructor guide will include all instructions for the training delivery as well as the participant materials and content;
 - F. Protocol training materials will have job aids embedded in the course materials. Training will focus on how to use the job aids and incorporate their use in a variety of activities and scenarios so that learners become accustomed to turning to the aids for help and know how to find the required information quickly and easily;
 - G. All content (participant and instructor guides, job aids, PowerPoint presentations, etc.) must be graphically branded in such a way as to create a cohesive package such that a learner can immediately recognize that materials belong to the Protocol Training program;
 - H. Training content must be developed in a modular format that can be delivered in half-days or less so as to allow for flexible delivery schedules; and
 - I. Training materials should be completed for a pilot by September 1, 2009.

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- d) Delivery of Training.
 - i) The contractor will provide a train-the-trainer pilot session for staff who will be training this Protocol program.
- e) Evaluation & Final Sign-off.
 - i) Following the delivery of the pilot session:
 - A. The course materials, content and format are evaluated;
 - B. The results from pilot feedback are analyzed;
 - C. Changes are made, as required; and
 - D. Final sign-off on content, materials and format are required.

4.0 Mandatory Experience Requirements

- 4.1 The Contractor selected to undertake this work will have significant experience in instructional design and delivery of training as well as a high level of knowledge of adult learning principles and an understanding of pedagogical issues related to teaching and learning. The Contractor should have proven skills in engaging learners in training specific examples of work that have been completed for other similar projects should be provided as part of the proposal.
- 4.2 The contractor skill set should include technical writing and communications (strong written & verbal skills), instructional design, training delivery and project management. Experience in training design including an in-depth knowledge of program development (i.e. conducting needs analysis, setting objectives, developing course material, unit/module preparation and evaluation procedures writing for various learner levels and computer competency). The contractor will have developed similar sized training and customized performance support solutions for clients.

5.0 Project Organization

- 5.1 The Project Manager/Project Consultant will be a Staff & Organization Development Practitioner from the City's Human Resources – Innovation & Learning Department. He/she will work closely with the Contractor to ensure that the project is planned; executed and delivered according to established project management principles and that the appropriate resources are provided to support the project requirements. The City of Vancouver's External Relations and Protocol Department and Host City Team, comprised of the Human Resources designates from Innovation & Learning, are the sponsors of this project.
- 5.2 The following table shows the roles and responsibilities for the External Relations and Protocol Department and Host City Team, comprised of the Human Resources designates from Innovation & Learning team.

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Table 3: Protocol Training – Roles and Responsibilities

GROUP/INDIVIDUAL	ROLES & RESPONSIBILITIES
External Relations and Protocol Department	Comprised of the Chief of Protocol (Subject Matter Expert), Protocol Team Lead (Subject Matter Expert) and the Protocol Officer (Subject Matter Expert), the External Relations and Protocol Department is the project sponsor/owner, and provides ultimate approval of the Protocol Training.
Host City Team Training Project Lead, and other Human Resources designates from Innovation & Learning	The Manager of Innovation & Learning as well as the Human Resource Consultant are the project leads and the Host City Team overall training, and will be stakeholders in the Protocol training
Project Manager/Project Consultant (Staff & Organization Development Practitioner)	The Staff & Organization Development Practitioner will be the Project Manager/Project Consultant for this project. The Contractor will report directly to the Staff & Organization Development Practitioner who is responsible for the overall Analysis, Design, Development, Implementation and Evaluation, management and execution of the Protocol training.
External Contractor	The role and responsibilities of the Contractor are described in Schedule A "The Requirements" of this document.

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- 5.3 The following is a list of some of the key roles and responsibilities of the Contractor:
- a) Availability to meet with subject matter experts and key individuals on this project team;
 - b) Subject matter expertise will be available as required. Subject matter experts are as follows; however, individuals assigned may change at the discretion of each represented organizational stakeholder:
 - i) Sven Buemann, Chief – External Relations & Protocol Office will be the assigned subject matter expert from the City of Vancouver;
 - ii) Marc-Andre Ouellette will be the assigned subject matter expert from the Provincial Government;
 - iii) Robert Peck will be the assigned subject matter expert from the Federal Government;
 - iv) Bas Brusche will be the assigned subject matter expert from VANOC; and
 - v) Lea Mackenzie will be the subject matter expert from the Four Host First Nations.
 - c) The SMEs above or a designate will be available to be interviewed as required in order to obtain the required content;
 - d) Timely delivery (based on the agreed upon project plan) of all items identified in these Requirements;
 - e) Provide a train-the-trainer session for staff who will be training this Protocol program;
 - f) Delivery of all components of the training and to include participant guide(s), leaders guide(s), PowerPoint(s), job aids, performance support tools, visual aids, graphics, videos, case studies, scenario based activities and both small and large group activities;
 - g) Development and management of project logistics and project tasks;
 - h) Meet with the Project Manager/Project Consultant as required to execute the project plan; and
 - i) A weekly status report to ensure the timeliness of project completion which outlines any issues or risks.
- 5.4 Issue Resolution Process
- a) On occasion, an issue may arise that can impact project scope, budget and/or schedule. The process that will be used to resolve any such issues is shown below; the issue will escalate through these steps until a resolution is achieved.

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- i) Work directly with the Project Manager/Project Consultant.
 - ii) Engage the project sponsor/owner External Relations and Protocol Department.
 - iii) Engage the Host City Team Training Project Lead.
- b) Regardless of the outcome and of the step at which the issue is resolved, the issue and its resolution will be documented as part of the project documentation.

5.5 Milestone Approval Process

As part of the project plan, the Project Manager/Project Consultant and the Contractor will establish a milestone approval process and schedule that ensures the owner External Relations and Protocol Department and the Host City Team Training Project Lead have the opportunity to review and approve key decisions made and conclusions reached in the course of fulfilling the work described in these requirements.

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6.0 Project Timeline

- 6.1 The City has developed a tentative deadline for the Project of Friday July 31, 2009 for the Contractor to present the finalized Protocol training materials to the Project Manager/Project Consultant, the project sponsor/owner External Relations and Protocol Department and the Host City Team Training Project Lead.
- 6.2 Proponents may wish to provide information which allows the City to make an informed decision to either expand or contract this timeline. Should this be the case, detailed information should be provided, which should include the Proponent's proposed alternative timeline and milestones, financial impacts (including the impact on the total cost of the project), impact on the requirement for City staff resources and any other information which might influence the City's decision to modify the timeline.
- 6.3 The Contractor will be required to develop and maintain a project schedule. Once approved, progress on the schedule will be reported to the Project Manager/Project Consultant, sponsor/owner and the Training Project Lead at regular meetings. The project schedule will be updated regularly to ensure that the project milestones are met.

7.0 Work Program, Roles and Responsibilities

- 7.1 In their Proposals, the Proponents should provide the following:
 - a) a breakdown of the tasks necessary to complete each of the deliverables and a detailed plan of approach and description of the services proposed;
 - b) a work schedule and/or Gantt chart depicting the estimated sequence and duration of each task, outlining milestones for completion of each task and each deliverable as well as estimated timing for all meetings and consultations referred to in the Proponent's Proposal;
 - c) a description of the methods to be employed to perform and coordinate the work and to control the scope, quality, schedule and cost of the Project;
 - d) a brief indication of any special problems or considerations foreseen and potential solutions for each; and
 - e) a clear and thorough description of all assumptions made in addition to but not in lieu of those set out in Section 7.2 below.
- 7.2 Proponents should articulate all assumptions underlying their proposal in terms of the amount of project management and other project resources that the Proponent would require from the City Project Manager/Project Consultant or other City staff in the performance of their services pursuant to their proposal, including the following:
 - a) a detailed list of all activities that the City is expected to undertake; and
 - b) a detailed list of all data and information required from the City to undertake the scope of services.

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8.0 Proponent Information

8.1 Key determinates of how well the successful Proponent will be able to meet the Requirements include the Proponent's profile, experience, key personnel who will be servicing the City and references.

a) Company Profile:

Provide a description of the Proponent's company, including full legal name, purpose and history of successes including, number of years in business and what factor is most responsible for the Proponent's success to date.

b) Experience:

Describe the Proponent's relevant experience with three (3) similar contracts for similar work during the last two (2) years.

c) Key Personnel:

Identify the Proponent's personnel who will be assigned to this Contract, setting out their names, responsibilities and relevant experience. The Proponent should also provide resumes for the project manager and key personnel in the Proponent's proposed project team (including employees and Sub-Contractors, as applicable) and outline what their roles and percent time availability will be in servicing this project.

9.0 Project Appreciation

9.1 The Proponent shall state their understanding of the project and study approach, as well as any relevant City policies and plans.

10.0 References

10.1 The Proponent is to provide all references for similar goods and/or services it has supplied to customers over the last two (2) years by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

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

11.0 Value Added Services

- 11.1 Within its response to the requirements of this Schedule A, the Proponent has the opportunity to offer and describe any value added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the Contract. Unless, otherwise stated, it is understood that there will be no extra costs for these services however if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule B - Pricing.

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SCHEDULE B - PRICING

1.0 Instructions

- 1.1 Prices are to be quoted in Canadian Dollars.
- 1.2 Prices are to be exclusive of GST and PST except where otherwise expressly requested.

2.0 Fees and Disbursements

- 2.1 Proponents should provide the City with a total fixed price (the “**Total Fixed Fee**”) inclusive of all fees and disbursements required to complete the work described in Schedule A - Requirements.
- 2.2 Proponents should also provide the following information about the Total Fixed Fee:
 - a) the hourly charge out rates for each of the project team members assigned to the project;
 - b) a breakdown of the Total Fixed Fee into the cost attributable to each key deliverable based on the number of hours required to complete each deliverable multiplied by the respective hourly charge out rates;
 - c) a description of all costs attributable to Sub-Contractors; and
 - d) a description of the various categories of disbursements (i.e. travel expenses, long distance, reproduction of drawings, etc.) and the maximum amount that the Proponent proposes to allocate to each category of disbursement. As noted above, the Total Fixed Fee should include all disbursements required to complete the work.

3.0 Scope Changes

- 3.1 Depending on available funding, the City may wish to engage the Contractor to provide additional services beyond the scope described in Schedule A - *Requirements*. Proponents should provide a description of the hourly charge out rates and disbursement rates that will apply to such additional work.

REQUEST FOR PROPOSAL NO. PS09123
PROFESSIONAL SERVICES - PROTOCOL AND PROTOCOL TRAINING FOR HOST CITY
TEAM (2010 OLYMPICS)
SCHEDULE C - DEVIATIONS AND VARIATIONS

Proponents shall use this Schedule to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

REQUEST FOR PROPOSAL NO. PS09123
PROFESSIONAL SERVICES - PROTOCOL AND PROTOCOL TRAINING FOR HOST CITY
TEAM (2010 OLYMPICS)
SCHEDULE D - SUB-CONTRACTORS

The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will only engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the City.

If no Sub-Contractors will be used, indicate "Not Applicable".

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



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH PROPOSAL**

Section 1 - to be completed by City staff

Section 2, 3, 4, 5, 6, 7 & 8 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: **City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4**

Attn _____

Tel (604) _____

Fax (604) _____

Email _____

And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED**

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____

8. **OTHER REQUIRED INSURANCE**

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

SIGNED BY THE NAMED INSURED (Contractor/Tenant/Lessee/Permittee/Licensee)

Dated _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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



CERTIFICATE OF INSURANCE

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.
 Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests
 (All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants Improvement: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

✓ Cross Liability or Severability of Interest

Aggregate: \$ _____

✓ Employees as Additional Insureds

✓ Blanket Contractual Liability

All Risk Tenant's Legal Liability: \$ _____

✓ Non-Owned Auto Liability

INSURER: _____

POLICY NUMBER: _____

Deductible Per Occurrence: \$ _____

POLICY PERIOD: From _____ to _____

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

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated: _____

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