

Request for Proposals

Consulting Services: Social Purpose Real Estate

RENT – LEASE – OWN: Understanding the Real Estate Challenges Affecting the Non-profit / Social Purpose Sectors UPDATE & EXPANSION TO 2013 RESEARCH STUDY

Submission Deadline: June 27, 2019 10:00 AM Pacific time

Proposals to be addressed to:

Real Estate Institute of British Columbia
1750 – 355 Burrard St.
Vancouver, BC V6C 2G8
604-685-3702

Notes:

1. Proposals shall be in a sealed envelope or package marked with the Proponent's name and the Request for Proposal ("RFP") Title.
2. The submission closing time will be conclusively deemed to be the time shown on the Real Estate Institute of British Columbia's Reception Desk computer clock.
3. Proposals to be submitted, in hard copy: four (4) copies and one (1) electronic copy.
4. DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this RFP shall be submitted in writing by June 19, 2019, 4:30 PM Pacific time to the attention of the REIBC Contact:

Brenda Southam
Executive Officer
E-mail: bsoutham@reibc.org

1.0 Introduction

The Real Estate Institute of British Columbia (“REIBC”), in collaboration with the Social Purpose Real Estate Collaborative (“SPRE”), www.socialpurposerealestate.net, with the generous contributions of the Real Estate Foundation, BC Housing and Vancity, are seeking qualified consultants to undertake research, an engagement survey and professional real estate analysis on the rates, terms and conditions under which non-profits, social enterprises and social purpose organizations (collectively the “SP Sector”) are securing space to deliver their programs and services.

This study will use as its foundation the 2013 ***RENT – LEASE – OWN: Understanding the Real Estate Challenges Affecting the Non-profit, Social Purpose and Cultural Sectors in Metro Vancouver***, https://www.socialpurposerealestate.net/sites/default/files/resource_file/REIBC_SPRE_Report_FINAL1.pdf

Over the decades, changes in BC's real estate market—from Vancouver to Squamish, adjacent municipalities, Victoria and parts of the Island—have created extreme challenges not only for housing, but for space for non-profits, social enterprises and community-owned assets. Issues of affordability, suitability, security of tenure and long-term sustainability of space are placing communities under pressure and are displacing vital organizations, programs and services. Through an update/expansion of the landmark 2013 Study ***RENT - LEASE - OWN***, REIBC and SPRE seek to further understanding of the challenges facing social purpose organizations within the context of the commercial real estate market, and to build capacity within these sectors and beyond. Land Use policies that preserve space for community are needed—this project will knit together research, programs, policies underway, provide up to-date data, and outline strategies for action.

The key elements of the project are:

- Background research into non-profit and social purpose real estate including updating the research information available in 2013;
- Research into other non-profit, community, social enterprise space needs assessments and a knitting together of those findings into the overarching RENT – LEASE – OWN study—the subject of this RFP.
- One on one interviews, best practises and policy scan;
- Survey of ~1000 non-profit and social enterprise organizations from the target areas of Vancouver, Metro and Victoria regions;
- Analysis of the 2019 data against the 2013 study findings, noting the 2019 Study will be both an expansion and update to the 2013 study;
- Professional real estate analysis of data results set within the context of the BC commercial real estate market.

This project represents an opportunity for the right Consultant to work with REIBC and SPRE to deliver a major research study on social purpose real estate in BC, at a time when the significance of this topic is gaining awareness and attention.

Note: a separate sole-source contract with a non-profit leasing expert will run parallel to the research phase of this study and will include five data/capacity building events—building knowledge, skills and

abilities in understanding and reporting on financial data while simultaneously collecting that data. The results of this data collection and associated analysis will be provided to the primary Consultants (subject of this RFP) for inclusion in the overarching RENT – LEASE – OWN study.

The anticipated outcomes of this project include:

1. Strong coordinated up-to-date narrative/data re: real estate issues and opportunities affecting non-profits, social enterprises and community-owned real estate vis a vis the commercial real estate market, with an understanding of rates, terms and conditions including base line data that can continue to be tracked and monitored over time;
2. Recommendations and strategies for action based on the study findings;
3. Increased real estate fluency across the SP Sector, with stronger ability to successfully engage in real estate activities including strategic positioning to move from rent to lease and lease to own, and development/re-development of assets as appropriate;
4. Increased ability for SPRE and the SP Sector to engage with government and the development, planning, real estate and other related sectors with credible data and analysis—building awareness and informing land use policy that supports the preservation and creation of affordable, suitable, secure, sustainable space for social purposes;
5. Broadened reach and involvement of municipalities and other agencies in the SPRE Collaborative through participation in the Study;
6. Creation of a case for support for funders and investors to invest in social purpose real estate; and
7. Activation of sustainable real estate and land use practises that focus on and enable overall community and social sustainability.

2.0 Project Detail

This RFP is an invitation by the REIBC to prospective Proponents to submit Proposals for the provision of certain research and analysis, as further described below (the “Deliverables”). The REIBC is working in association with SPRE, and together they comprise the “Project Team”. A Background Summary to the Project may be found in 5.0

2.1 Scope of Work

The project centres on understanding the real estate context of the SP Sector. To achieve this, the following scope of work is contemplated for the project:

Phase 1 – Information Gathering & Survey Preparation

- Perform web scan and deepen literature review of similar studies conducted in comparable markets as well as other relevant materials (base literature review to be provided by Project Team);
- Identify and review all other social purpose real estate type needs assessments completed or underway in BC region;

- Undertake one-on-one interviews with ~ 10 key informants, and consultation with SPRE Table Members (group discussion at a SPRE Meeting);
- Undertake policy scan of relevant existing or in-development policies affecting social purpose real estate, and social purpose real estate best practises which may have applicability to the BC context
- Conduct high level research of local commercial real estate market for comparison purposes
- Summarize findings of review and establish relevancy to the RENT – LEASE – OWN project
- Work with the Project Team to refine research findings and prepare engagement survey;
- Target Deadline for Phase 1 Research Summary: Oct 1, 2019.

Phase 2 – Survey

- Author an engagement survey using information found during Phase 1, including definitions and guidelines for participants to understand and complete the survey. Please note that some members of the SP Sector have limited understanding of real estate terms and structures and therefore detailed, clear, well explained survey fields will be required;
- Test survey with a sample of ten survey recipients to ensure that it is clear and responses received are what were expected. Make changes to survey to address issues with responses;
- Establish electronic platform for submissions, which eliminates potential duplication of responses. The survey is expected to be completed through recruitment via targeted mailing lists provided by the Project Team as well as an electronic access portal where by potential participants not on any mailing list, may go and complete the survey. Establish protocols for tracking survey respondents and ensuring effective data collection;
- Consolidate survey recipient lists from lists provided by Project Team; the Consultant will provide a template to the Project Team for the form the lists, if necessary, for ease of incorporation into software application;
- Provide Q&A for prospective participants, either via updated Q&A's posted to a website, conference call, or other method as relevant;
- Provide social media blasts for Project Team and SPRE Table to use in promoting the survey;
- Work with Project Team to release and promote the survey; follow up regularly to encourage participation.
- Target Deadline for Survey Release: Nov 1, 2019
- Coordinate and compile responses for analysis

Phase 3 – Survey Results Analysis & Coordination with Research Findings

- Analyse survey results
 - Determine quality of responses based on criteria established by Consultant working with Project Team;
 - Assess representativeness of SP sectors (geographic, sub sectors ie arts and culture, social and community services, environmental, etc);
 - Analyse responses based on space/building type and use, tenure, costs, location/zoning, long term needs, etc.;
- Assess and incorporate findings from Financial capacity building/data collection work (separate sole source contract with non-profit leasing expert);
- Incorporate research results from Phase 1;
- Establish findings/draft directions using input from all Study activities
 - Identify real estate opportunities and challenges faced by the SP Sector

- Identify gaps and needs in social purpose real estate
- Identify solutions, actions for overcoming challenges
- Determine findings, opportunities and challenges vis a vis real estate costs, security and appropriateness. This includes establishing a present state benchmark of the rents, operating costs, and ancillary real estate costs the SP Sector is paying. It will also include analysis on tenure type, lease terms, size of space, location and quality of space, and its suitability to its intended purpose.
- Work with the Project Team to refine Findings and draft Directions.
- Target Deadline for Phase 2 & 3 Survey Findings and Directions Report: Jan 6, 2020

Phase 4 – Report Issuance & Presentation

- Target Deadline for Draft RENT – LEASE – OWN Report: Feb. 15, 2020
- Work with Project Team to refine draft report.
- Target Deadline for Final RENT – LEASE – OWN Report: March 30, 2020
- Work with Project Team to refine and finalize final report.
- Present Final Report to SPRE Table and one other event (tbd)

NB: all target deadlines subject to review and confirmation with Project Team and Selected Consultant

Project Leadership and Engagement with the Proponent

The project is expected to be a collaborative effort between the successful Proponent (or the “Consultant”), the Project Team and their advisors. Monthly progress meetings will be required to ensure the Project Team is updated on progress, and for the Project Team to discuss issues and findings and offer refinements of the project as appropriate.

The Project Team will be made up of SPRE Table members and the Executive Officer of the Real Estate Foundation of BC. Overall project management will be provided by the Social Purpose Real Estate Collaborative Project Director.

2.2 Deliverables

Deliverables are to be divided into three stages: (a) summary report of the background research and market analysis findings, (b) summary of the survey findings and draft directions, and (c) final report summarizing all of this work including the findings of the research, interviews, survey and market studies completed by the successful Proponent, as well as a thorough analysis of the real estate challenges and opportunities facing the SP Sector and recommendations for action going forward. The findings are to be presented in a clear and concise manner and in a format suitable for wider distribution to SP Sector stakeholders, public officials and the community. The findings should also be presented in a way that can be easily applied to public policy discussion.

Phase 1 and 2 reports may be delivered in electronic form to REIBC offices. The Final Report will be delivered to REIBC offices with five (5) hard copies, and one (1) electronic copy. The Consultant acknowledges that the work product and research data (collectively the “Deliverables”), in whole or in part, will become public information for wide distribution.

All Deliverables will be owned solely by the REIBC and SPRE unless otherwise expressly provided herein. The Project Team shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

2.3 Timeline

Below is an estimated schedule for the project.

Consultant Engaged	July 5, 2019
Phase 1 Report Issued	Oct 1, 2019
Survey Issued	Nov 1, 2019
Phase 2 Report Issued	Jan 6, 2020
Draft Report Issued	Feb. 15 ,2020
Final Report Issued	March 30, 2020

If the Proponent feels that this timeline is unfeasible, please outline a revised timeline within the Methodology section of the Rated Criteria of the Proposal. Note: the final timeline is subject to review with the Project Team.

2.4 Pricing

Prices are to be quoted in Canadian currency and are to be quoted as being exclusive of GST, except where expressly requested. Prices are to include all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs.

Proponents should copy and customize the Pricing Table set out below for inclusion in their RFP submission:

Estimated Fees/Disbursements						
Work Task/Phase/ Deliverable	Team Members	Activity/ Role	Estimated Hours	Hourly Billing Rate	Estimated Fee	Estimated Disbursements
Maximum Fees/ Disbursements Subtotal						
HST						
Total Fee (Subtotal plus HST)						

2.5 TERMS OF PAYMENT

The REIBC's standard payment terms are Net Thirty (30) days after receipt of approved invoice: however any discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net 30.

Invoices shall indicate labour separate from materials and where applicable, where GST is applied. Invoices shall be sent to:

Real Estate Institute of British Columbia
1750 – 355 Burrard St.
Vancouver, BC V6C 2G8

3.0 Evaluation of Proposals

3.1 Timetable and Submission Instructions

Proponents should submit their Proposals according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFP:	June 9, 2019
Deadline for Questions:	June 19, 2019, 4:30PM Pacific time
Deadline for Issuing Addenda:	June 21, 2019
Submission Deadline:	June 27, 2019, 10:00AM Pacific time
Contract Issuance:	July 5, 2019

The RFP timetable is tentative only, and may be changed by REIBC at any time.

3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals to be submitted, in hard copy: four (4) copies and one (1) electronic copy to the address below:

Real Estate Institute of British Columbia
1750 – 355 Burrard St.
Vancouver, BC V6C 2G8

Proposals submitted in any other manner may be disqualified. Proposals must submit including the following:

- Appendix B – Submission Form
- Pricing Table provided in Section 2.4
- Responses to Rated Criteria described in Section 3.4

3.1.3 Responses Must Be Submitted on Time at Prescribed Location

The Proposals must be submitted on or before the Submission Deadline.

Onus and responsibility rests solely with the Proponent to submit its Proposal. REIBC does not accept any responsibility for submissions delivered to any other location or by any other method. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

3.1.4 Amendment of Bids, Withdrawal of Responses and Opening of Bids

At any time prior to the Submission Deadline, a Proponent may amend or withdraw a submitted Proposal.

A public opening will not occur. All submissions will be reviewed for mandatory requirements and those meeting that requirement will be evaluated.

3.1.5 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of ninety (90) days running from the moment that the Submission Deadline lapses.

3.2 Stages of Proposal Evaluation

The Proposals will be evaluated in the following two (2) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of REIBC, be disqualified and not evaluated further.

3.2.2 Stage II

Stage II will consist of a scoring by a sub-committee of the Project Team of each qualified Proposal on the basis of the Rated Criteria described in Section 3.4. .

3.2.4 Cumulative Score

At the conclusion of Stage II, the highest ranking Proponent will be selected for contract negotiations in accordance with Part 4.

3.3 Stage I – Mandatory Requirements and Submission

3.3.1 Submission Deadline

Proposals must be submitted by the Submission Deadline. Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

3.3.2 Submission Form (Appendix B)

Each Proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Proponent. A Proponent who submits conditions, options, contingencies or variables in relation to the Rates, the Deliverables or the Form of Agreement that are not expressly requested as part of the RFP, either as part of its Proposal or after receiving notice of selection, may be disqualified.

3.3.3 Pricing Table

Each Proponent must include this form completed according to the instructions contained in Section 2.4 as well as those instructions set out below:

- a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately; and
- b) rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, and all costs of delivery to REIBC, all costs

of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

By submitting a Proposal, a Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the Form of Agreement attached as Appendix A and has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions or calculations.

3.4 Stage II – Evaluation of Proposals

The following is an overview of the categories and weighting for the Rated Criteria of the RFP.

Rated Criteria Category Weighting (Points)

- a) Experience and Qualifications 35
- b) Methodology 25
- c) Capacity 20
- d) Pricing 20

Total 100

3.4.1 Rated Criteria Descriptions

a) Experience and Qualifications (35 Points)

Each Proponent should provide the following in its Proposal:

A brief description of the Proponent including but not limited to the following:

- Legal name, address and business number of submitting company
- Years of operation
- Number of employees
- Number of offices
- Overview of the goods and services the Proponent offers

Detailed description of a minimum of three (3) projects (similar in scope and scale) the Proponent has completed, demonstrating its knowledge, skills and expertise in the following areas:

- Community engagement
- Conducting large scale surveys
- Real estate research and analysis
- Non-profit or social enterprise sector experience

References for each of the projects, including contact name, title, phone number and email address. By submitting a Proposal, the Proponent consents to the REIBC contacting these references, and consents to the REIBC also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

b) Methodology (25 Points)

Each Proponent should provide a complete description of the approach and methodology to be applied to the project. This includes:

- Project management of team and work streams
- Description of technological platform for survey

- Community engagement strategy including approach for disseminating information and answering questions during survey period
- Assembly and analysis of responses
- Drawing of conclusions from multiple data sources
- Presenting findings for public consumption
- Relating findings to policy creation

c) Capacity (20 Points)

The Proponent should clearly demonstrate and provide the evaluation committee with a clear understanding of the diverse capabilities of its organization. Please provide as much detailed information as possible on current staffing abilities, qualifications, and expertise in the areas listed below:

- Scope of services presently provided, with emphasis on detail of in-house expertise;
- Provide a resource allocation plan and/or employment strategy for this project with detailed staff qualifications. Identify the confirmed staff representative that will be the key contact for the project, including their relevant experience.
- Description of how the Proponent will provide the Deliverables, which should include a work plan with timeline and incorporate an organizational chart indicating how the Proponent intends to structure its working relationship with the Project Team;
- A CV for each staff person designated to work on this project and provide a profile of the directors and senior staff including their roles and their relevant experience, skills and/or education, including resumes / CVs with details on relevant professional designations. Note: preference will be given to Proponents with staff carrying the RI professional designation;
- Describe the Proponent’s capacity and ability to undertake this project and describe any other projects ongoing or scheduled during the anticipated time frame; and
- The roles and responsibilities of the Proponent and any of its agents, employees and subcontractors who will be involved in providing the Deliverables.

d) Pricing (20 Points)

Proponents should review and complete the Pricing Table referenced in Section 2.4

Pricing will be scored based on a relative pricing formula using the Rates set out in the Pricing Table.

Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that Proponent’s price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate

----- x Total available points = Score for Proposal with second-lowest rate

Second-lowest rate

Lowest rate

----- x Total available points = Score for Proposal with third-lowest rate
Third-lowest rate

And so on, for each Proposal.

3.5 Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage II, scores from Stage II will be tallied and, subject to REIBC's reserved rights, the Proponent with the highest score will be selected to enter into the Form of Agreement attached as Appendix A to this RFP in accordance with Section 4.

4.0 Terms and Conditions

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a Proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.2 Proposals in English

All Proposals are to be in English only.

4.1.3 Information in RFP Only an Estimate

The REIBC, SPRE and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work. It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to the RFP.

4.1.4 Proponents Shall Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- a) shall report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information

in writing by email on or before the Proponent's Deadline for Questions to the REIBC Contact. All questions submitted by Proponents by email to the REIBC Contact shall be deemed to be received once the email has entered into the REIBC Contact's email inbox. No such communications are to be directed to anyone other than the REIBC Contact. REIBC is under no obligation to provide additional information.

It is the responsibility of the Proponent to seek clarification from the REIBC Contact on any matter it considers to be unclear. Neither REIBC nor SPRE shall be responsible for any misunderstanding on the part of the Proponent concerning the RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If REIBC, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by REIBC. In the Submission Form (Appendix B), Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, REIBC may at its discretion extend the Submission Deadline for a reasonable amount of time.

4.2.4 Verify, Clarify and Supplement

When evaluating Proposals, further information may be requested from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. The response received shall, if accepted, form an integral part of that Proponent's Proposal.

4.2.5 No Incorporation by Reference

The entire content of the Proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

4.2.6 Proposal to Be Retained by REIBC

REIBC will not return the Proposal or any accompanying documentation submitted by a Proponent.

4.2.7 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

4.3 Award and Execution of Agreement

4.3.1 Selection of Proponent

Notice of selection by REIBC to the selected Proponent shall be in writing. The selected Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of receipt of notice of selection. This provision is solely to the benefit of REIBC and may be waived by REIBC at its sole discretion.

4.3.2 Failure to Enter into Agreement

In addition to all of REIBC's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of receipt of notice of selection, REIBC may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

4.3.6 Notification to Other Proponents

Once a contract is executed between REIBC and a Proponent, the other Proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the REIBC Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4 Prohibited Communications and Confidential Information

4.4.1 Prohibited Proponent Communications

The Proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the REIBC Contact.

4.4.3 Confidential Information of REIBC

All information provided by or obtained from REIBC or SPRE in any form in connection with the RFP either before or after the issuance of the RFP:

- a) is the sole property of those parties and must be treated as confidential;
- b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- c) must not be disclosed without prior written authorization from REIBC; and
- d) shall be returned by the Proponents to REIBC immediately upon the request of REIBC.

4.4.4 Confidential Information of Proponent

A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by REIBC. The confidentiality of such information will be maintained by REIBC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to REIBC's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the REIBC Contact.

4.4.5 Inappropriate Conduct

REIBC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following:

- a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
- b) the refusal of the supplier to honour its pricing or other commitments made in the Proposal; or
- c) any other conduct, situation or circumstance, as solely determined by REIBC, which constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.5 Reserved Rights, Limitation of Liability and Governing Law

4.5.1 REIBC's Reserved Rights

REIBC reserves the right to:

- a) make public the names of any or all Proponents;
- b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- c) assess a Proponent's Proposal on the basis of
 - i. a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - ii. information provided by references;
 - iii. the Proponent's past performance on previous contracts awarded by the Project Team;
 - iv. the information provided by a Proponent pursuant to REIBC exercising its clarification rights under this RFP process; or
 - v. other relevant information that arises during this RFP process;
- d) waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- e) verify with any Proponent or with a third party any information set out in a Proposal;
- f) check references other than those provided by any Proponent;
- g) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- h) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- j) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to REIBC;
- k) cancel this RFP process at any stage;
- l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- m) accept any Proposal in whole or in part; or
- n) reject any or all Proposals; and

these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

4.5.2 Limitation of Liability

By submitting a Proposal, each Proponent agrees that:

- a) neither REIBC, SPRE or REF, nor any of their employees, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Proposal process including but not limited to costs of preparation of the Proposal, loss of profits, loss of opportunity or for any other claim; and
- b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for cost of preparation of the Proposal, loss of profit or loss of opportunity by reason of REIBC's

decision to not accept the Proposal submitted by the Proponent, to award a contract to any other supplier or to cancel this Proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

4.5.3 *Governing Law and Interpretation*

The terms and conditions in this Part 4 – Terms and Conditions

- a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of REIBC); and
- c) are to be governed by and construed in accordance with the laws of the province or territory within which REIBC is located and the federal laws of Canada applicable therein.

5.0 Project / Study Context

Background

Space for community within British Columbia's urban and associated real estate markets has become inaccessible. Affordable housing is a critical issue, but it is not the only one. Non-profits and social enterprises are being strained and displaced, affecting all types of social groups and hundreds of thousands of people who depend on non-profit programs and social enterprise services. Social purpose real estate refers to "...property and facilities owned and operated by mission-based organizations and investors for the purpose of community benefit..." <https://www.socialpurposerealestate.net/> These spaces provide homes for social and community service groups, neighbourhood houses, childcares, arts/culture, environmental, health, welfare and food security organizations, artists, places of worship, community halls, etc., as well as non-profit housing.

Founded in 2009, SPRE is comprised of fourteen funders and investors—each with its own programs in non-profit real estate. SPRE works collaboratively and strategically to help non-profits and social enterprises with their real estate needs including the preservation of community-owned assets. Members of the Collaborative work together building awareness of the issues, building capacity and skills in the non-profit/social enterprise sectors and beyond, undertaking research, advising on policy and assisting with partnership development. SPRE members include: CMHC, Central City Foundation, Canadian Heritage, Real Estate Foundation of BC, Vancity Community Foundation and Credit Union, Renewal Partners, BC Housing, Community Impact Real Estate Society and the Cities of New Westminster, Richmond and Vancouver (Cultural Services, Social Policy, Affordable Housing). Organizational partners include the Real Estate Institute of BC and the Non-Profit Centres Network.

In the past nine years SPRE organized and hosted the first and second ever conferences dedicated to social purpose real estate (2010/2015); delivered training and capacity building events including 85+ bursaries for training locally, nationally and internationally; developed and disseminated tools and resources via the SPRE website including recent work into Case Studies and Space Profiles in social purpose real estate, and the 2013 landmark study "***RENT, LEASE, OWN: Understanding the Real Estate Challenges Affecting the Not-for-Profit, Social Purpose and Cultural Sectors***".

Research/Study Rationale

With over 30,000 non-profit organizations in BC and thousands of social enterprises, each delivering critical programs and services touching the lives of most citizens in all social groupings and across all sectors (community, social services, environmental, arts/culture, etc), the health of this sector is fundamental to British Columbia and Canada. That health is severely impacted when the land and facilities in which these sectors work is compromised, as is the case in urban and adjacent areas in BC.

The 2013 RENT-LEASE-OWN Study was the first ever documentation of this real estate situation. It filled the gap in understanding based on real data, the “crisis” that was/is affecting the non-profit sector. It translated “anecdote” into “evidence”, providing data on which policy recommendations could be made.

Non-profit displacement is a language increasingly being used to describe the situation. Loss of community-owned assets is a newer issue that was just beginning to occur around the time of the 2013 study. The critical issues of affordability, suitability and security of tenure are not abating. Redevelopment pressures continue apace, and although much of the affordability crisis has been focused on housing, the non-profit and social enterprise sectors are suffering the exact same fate. The 2013 Study was an incredible leap forward in understanding the situation, and formed a baseline of data on which to build. It began the trajectory for SPRE’s harnessing of credible data for understanding social purpose real estate, in particular as it relates to the commercial real estate market.

In 2018, SPRE undertook a mini assessment to better understand its role in the “research spectrum” regarding non-profit, social purpose, community-owned real estate. Although there are more players in the field and greater awareness, SPRE remains the only agency looking at the crisis from this perspective. SPRE’s unique role remains to undertake primary research, to identify and knit together other research that might inform or expand understanding, to share/make accessible these research/findings, to adapt into useful tools for the sector, and to use it to advocate for improvements in policy and programs.

Geographic Scope

Vancouver, Lower Mainland, North Shore, Richmond and Victoria region (tbc).

Related Work

A key goal of this project is to assess research and policy work being done by various entities in the region and knit that work together into a larger narrative. Through this coordination it will be possible to comprehend an up-to-date, larger-picture for social purpose real estate and identify where there are gaps and/or opportunities to build knowledge, resources, policies and capacity, and potentially who and what might best fill those gaps.

SPRE has no interest in duplicating work being done elsewhere. We do have an interest in the various pieces of research, data collection and policy development being informed by other activities in the region and best practises elsewhere in Canada and internationally, and for that work to be brought together into a larger narrative to help advance understanding of the issues and actions to improve the situation for social purpose real estate. We note that the non-profit housing sector is well represented in BC. SPRE focuses primarily on non-housing social purpose real estate, noting that many of the SPRE members including BC Housing and CMHC provide expert advice on housing activities as needed. Some of the studies that will help inform the update to RENT-LEASE-OWN include:

- City of Vancouver Making Space for Arts & Culture, 2018
- City of Vancouver Social Infrastructure Plan, 2019 (focus on non-profits receiving city funding or in leased city property, in progress)
- City of Vancouver Community Serving Spaces Study (in progress)
- City of Richmond, Non-profit Space Assessment (in progress)
- East Side Culture Crawl, Assessment of Artist Studio Spaces (in progress)
- Hero Work, Victoria Charitable Facilities Assessment (in progress).

Project Impact

At the highest level the 2019/20 update to RENT – LEASE – OWN is intended to bring greater awareness to the real estate issues affecting non-profit and community spaces. The crisis is not just about housing—it is time we move on to a more robust conversation and associated solutions.

Ultimately, the Study is intended to impact and influence land use policies to preserve and create space for community. These policies would support affordable, suitable, secure and sustainable space for non-profits and social enterprises to excel at delivering their vital programs and services to communities everywhere.

A positive impact on policies that support the retention of community-owned assets is also envisioned, where non-profit, charitable, faith-based and community groups who own land are enabled to maximize the mission-value of that asset. This is a complicated area with multiple stakeholders, complex regulatory systems and often vulnerable organizations weakened by shrinking congregations or participants. The 2019/20 RENT – LEASE – OWN will bring significantly greater awareness to the issue.

The 2019/20 Study is also designed to positively impact the non-profits, social enterprises and community-owned asset owners/participants themselves, to help them build their skills, knowledge, and abilities for navigating the real estate market, whether in a rental/lease or ownership situation.

Finally, the 2019/20 Study is intended to provide the hard, concrete, credible data for SPRE, SPRE members, REIBC and others to advance their work in the field of non-profit and community sector real estate, and to grow their programming to target specific areas in greatest need.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ____ day of _____, 201__ (the “Effective Date”),

BETWEEN:

Real Estate Institute of British Columbia
1750 – 355 Burrard Street
Vancouver, British Columbia
V6C 2G8

(the “Client”)

AND:

[CONSULTANT NAME AND ADDRESS]

(the “Consultant”)

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

BACKGROUND:

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

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

ARTICLE. 1 INTERPRETATION

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

- 1.1.1 “**Agreement**” means this agreement inclusive of all schedules, appendices or exhibits attached hereto, as amended from time to time;
- 1.1.2 “**Applicable Laws**” means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, all as may be in force from time to time;

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- 1.1.3 **“Client’s Project Manager”** means the Client’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the Client in connection with the Services, or to make decisions in connection with this Agreement;
 - 1.1.4 **“Contract Documents”** means this Agreement, the Proposal and the RFP;
 - 1.1.5 **“Deliverables”** has the meaning set out in Article 17;
 - 1.1.6 **“HST”** means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
 - 1.1.7 **“Proposal”** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto as Appendix B;
 - 1.1.8 **“RFP”** means Request for Proposal Consulting Services: Social Purpose Real Estate and all addenda;
 - 1.1.9 **“Services”** has the meaning set out in Section 2.1;
 - 1.1.10 **“Sub-contractor”** has the meaning set out in Section 4.1; and
 - 1.1.11 **“Term”** means the term of this Agreement as specified in Section 12.1.
- 1.2 The terms and conditions of the Contract Documents, whether or not attached to this Agreement will be deemed to be incorporated into this Agreement. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- 1.2.1 this Agreement,
 - 1.2.2 the RFP; and
 - 1.2.3 the Proposal.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- 1.3.1 the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - 1.3.2 the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole (including any and all attached appendices) and not to any particular section, subsection or other subdivision;
 - 1.3.3 each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;

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- 1.3.4 each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- 1.3.5 words importing the singular include the plural and vice versa and words importing gender include all genders;
- 1.3.6 references to time of day or date mean the local date or time in Vancouver, British Columbia;
- 1.3.7 all references to money mean lawful currency of Canada;
- 1.3.8 the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- 1.3.9 the words “include” and “including” are to be construed as meaning “including, without limitation”.

ARTICLE. 2 CONSULTANT'S SERVICES TO THE CLIENT

- 2.1 The Consultant will provide and be fully responsible for the following services (the “**Services**”):
 - 2.1.1 the services described in the RFP;
 - 2.1.2 the services which the Consultant agreed to provide in the Proposal; and
 - 2.1.3 all services not specifically included in Articles 2.1.1 and 2.1.2 but which are necessary or incidental to the completion of the Services.
- 2.2 The Consultant will be fully responsible for:
 - 2.2.1 coordinating the Services with the Client’s Project Manager, or her delegate, and ensuring that the performance of the Services does not adversely impact the schedule for the project or the work and/or services provided by the Client’s other consultants;
 - 2.2.2 taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Article 8; and
 - 2.2.3 maintaining and supervising its employees and Sub-contractors described in Section 3.1.
- 2.3 The Consultant represents and warrants to the Client that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the Client.
- 2.4 The Consultant will perform the Services: (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered; (b) in accordance with sound current professional practices and design standards; and (c) in conformance with any and all Applicable Laws.

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- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with (a) the requirements and appendices of this Agreement, or (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the Client.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to any Client property.

ARTICLE. 3 CONSULTANT TEAM

- 3.1 Subject to Section 3.2 below, the Consultant will utilize only the staff members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of staff members without the prior written consent of the Client, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the staff member is called upon to perform services for another client of the Consultant, its Subcontractor or their affiliates.
- 3.4 The Client may, with stated reasons and acting reasonably, request that the Consultant replace a staff member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the Client consents to a substitution, or requests a substitution, the Client will not be liable to pay additional compensation to the Consultant for any replacement staff member.

ARTICLE. 4 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3 above, the Consultant may not engage any contractor or consultant (in each case a “**Sub-contractor**”) for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the Client, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the Client for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-

contractors, subject to reimbursement by the Client where the Client has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.

- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the Client.

ARTICLE. 5 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the Client and in strict conformity with the terms hereof, the Client will pay the Consultant the fees and reimbursable expenses prescribed herein, plus HST, as applicable.
- 5.2 Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates in the Proposal.
- 5.3 If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees and disbursements to be paid by the Client to the Consultant for the Services or portions of the Services will not exceed those amounts. Where additional fees are to be paid by the Client to the Consultant for increases in the scope of the Services provided by the Consultant, they will not exceed the amount of said fees mutually agreed upon under Article 6. This limit on the fees to be paid by the Client to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

The fees for the Services are set out in the Pricing Table from Section 2.4 of the Proposal. Subject to Article 6, the total professional fees payable to the Consultant for the Services (not including HST or disbursements) will not exceed \$_____.

Subject to Article 6, the total disbursements for which the Client will reimburse the Consultant in respect of the Services will not exceed \$_____ (the “**Fixed Disbursement Amount**”).

Notwithstanding anything to the contrary contained in this Agreement, save for Article 6, the maximum liability of the Client hereunder (the “**Maximum Fees and Disbursements**”) will be \$_____, plus HST, as applicable.

Subject to the Fixed Disbursement Amount, the Client will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the Client will be at actual cost without any addition for overhead or profit. If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services.

Subject to Section 5.3, the Client will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.

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- 5.4 The Consultant will submit invoices to the Client on or before the 10th day of each month. Each invoice will list the names, hours worked and pay rates of all employees of the Consultant and Sub-contractors that have worked on the Services during the previous month, the total amount of previous payments made by the Client, and the percentage of the Services that are complete. Each invoice will show separately the amount of HST applicable. Attached to each invoice will be:
- 5.4.1 copies of invoices for all disbursements claimed;
 - 5.4.2 confirmation of payments made to Sub-contractors for the previous month; and
 - 5.4.3 a brief report detailing work completed to date, work completed during the month covered by the invoice and work outstanding to complete the Services.

Notwithstanding anything to the contrary contained in this Agreement, the Client will never be obligated to pay the Consultant a greater percentage of the Maximum Fees and Disbursements than the degree of percentage completion of the total of the Services.

- 5.5 If the Client does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the Client will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the Client will use reasonable efforts to have the review, audit or clarification resolved within a sixty (60) day period. The Client will, if it approves the amount of such invoices, cause the respective invoices to be paid within thirty (30) days of approval.
- 5.6 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the Client, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The Client will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

ARTICLE. 6 CHANGES TO SCOPE OF SERVICES

- 6.1 The Client's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to the Maximum Fees and Disbursements to be paid to the Consultant pursuant to Section 5.3 for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the Client's Project Manager.

- 6.2 Should the Consultant consider that any request or instruction from the Client's Project Manager constitutes a change in the scope of Services, the Consultant will provide the Client's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the Client within the time period specified, the Client will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The Client's Project Manager will consider the Consultant's written notice within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the Client determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section 2.4 of the Proposal.

ARTICLE. 7 RELEASE AND INDEMNIFICATION

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

ARTICLE. 8 INSURANCE

- 8.1 The Consultant must, without limiting the Consultant's obligation or liabilities and at the Consultant's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Client:
- 8.1.1 Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

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- i. include the Client as an additional insured;
 - ii. be endorsed to provide the Client with 30 days advance written notice of cancellation or material change;
 - iii. include a cross liability clause;
 - iv. be primary; and
 - v. not require the sharing of any loss by any insurer of the Client.
- 8.2 The client requires a Certificate of Insurance to be completed by the Consultant's broker/insurer at the beginning of a contract term and when an insurance policy expiry date occurs before the completion of the contract.

ARTICLE. 9 WorkSafeBC

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement.
- 9.2 The Consultant will provide the Client with the Consultant's and each Subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the Client having any obligation to pay monies under this Agreement. The Consultant will indemnify the Client and hold harmless the Client from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

ARTICLE. 10 CLIENT INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the Client will derogate from the duties and obligations of the Consultant, and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the Client to the Consultant, whether under the RFP or under this Agreement is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

ARTICLE. 11 COMMUNICATION BETWEEN CONSULTANT AND CLIENT

- 11.1 The Client appoints Brenda Southam as the Client's Project Manager for the purposes of this Agreement.
- The Client's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the Client in respect of which the Client's Project Manager has been designated and appointed its sole and exclusive agent.

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11.2 The Consultant appoints _____ as its representative for the purposes of this Agreement (the “**Consultant’s Project Manager**”).

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

ARTICLE. 12 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by December 14, 2012 (the “**Term**”).

ARTICLE. 13 TERMINATION

13.1 The Client at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving 10 days prior written notice (signed by the Client’s Project Manager) to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant’s “necessary and reasonable wind up costs incurred” pursuant to Section 13.1 exceed \$1,500 (including all taxes).

ARTICLE. 14 ASSIGNMENT

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

14.1.1 reasonable particulars of the transaction (permitting the Client to independently verify the nature of the transaction); and

14.1.2 a legally enforceable covenant from the new entity confirming that it is legally bound to the Client to perform this Agreement.

ARTICLE. 15 CONFIDENTIALITY

15.1 The Consultant acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which are confidential to the Client, and such information is the exclusive property of the Client. The Consultant undertakes to treat as confidential all information received by reason of its position as Consultant, and agrees not to disclose same to any third party either during performance of the Services or after the expiry or earlier termination of this Agreement.

ARTICLE. 16 NO PROMOTION OF RELATIONSHIP

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- 16.1 The Consultant will not disclose or promote its relationship with the Client, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “**Communications**”) without the express prior written consent of the Client (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Subcontractors to undertake not to disclose or promote its relationship with the Client in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the Client, and will not use any website, domain name, official emblem, logo or mascot of the Client, in any Communications, without the express prior written consent of the Client.

ARTICLE. 17 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
- 17.1.1 products, goods, equipment, supplies, models, prototypes and other materials;
 - 17.1.2 information and data;
 - 17.1.3 reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - 17.1.4 any other items identified in this Agreement as deliverables; (collectively, the “**Deliverables**”).
- 17.2 Deliverables are deemed not to include:
- 17.2.1 any item not required to be produced by the Consultant or supplied to the Client as part of or together with the Services, provided that if the Client has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
 - 17.2.2 any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
 - 17.2.3 any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).
- 17.3 All Deliverables will be owned solely by the Client unless otherwise expressly provided herein. The Client shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
- 17.4 The Consultant will keep accurate records and provide regular reports to the Client about the Deliverables as they are created or acquired, and grant to the Client access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Article 15 unless advised otherwise by the Client.

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- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the Client on the earliest of each of the following events:
- 17.5.1 the date specified in this Agreement for the delivery of such Deliverable;
 - 17.5.2 immediately on the date of expiration or sooner termination of this Agreement; or
 - 17.5.3 the date specified by written notice of the Client requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the Client, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the Client, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the Client, during and after the term of this Agreement, any reasonable assistance required for the Client to obtain, perfect and enforce its ownership of, and rights in, the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- 17.7.1 advising the Client, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the Client's written consent to do so;
 - 17.7.2 acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the Client to use the Pre-Existing Materials as part of the Deliverable; and
 - 17.7.3 granting, in writing, to the Client with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, nonexclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the Client harmless from and against any and all damage, liability, cost and expense incurred by the Client in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

ARTICLE. 18 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the Client's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

- 18.2 Any notice required or permitted to be given to the Client will be sufficiently given if delivered in writing by the Consultant's Project Manager to the Client's Project Manager personally or, if mailed, by registered mail to Real Estate Institute of British Columbia, 1750 – 355 Burrard St. Vancouver, BC V6C 2G8 (addressed to the attention of the Client's Project Manager).

ARTICLE. 19 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the Client into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the Client. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code of Canada*, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is (a) an elected official or employee of the Client or (b) related to or has any business or family relationship with an elected official or employee of the Client, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

ARTICLE. 20 COMPLIANCE WITH LAW

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

ARTICLE. 21 GOVERNING LAW

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

ARTICLE. 22 INDEPENDENT CONSULTANT

- 22.1 This Agreement is a contract for services and the Consultant, its permitted Subcontractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the Client.

- 22.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the Client in any way or that the Consultant is an employee or agent of the Client.

ARTICLE. 23 INDEPENDENT LEGAL ADVICE

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

ARTICLE. 24 TIME FOR PERFORMANCE

- 24.1 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 24.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the Client and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “Unavoidable Delay” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources or insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of the Consultant’s employees or Sub-contractor’s employees, or governmental action taken in the enforcement of law specifically against the Consultant or its Sub-contractor. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

ARTICLE. 25 GENERAL

- 25.1 **No Waiver.** No action or failure to act by the Client shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the Client.
- 25.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 25.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

Appendix A

- 25.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 25.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 25.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the Client and the Consultant.
- 25.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 25.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 25.9 **Set-Off.** The Client may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the Client (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the Client as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 25.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Client and the Consultant and their respective successors and permitted assigns.

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

REAL ESTATE INSTITUTE OF BRITISH COLUMBIA

BY: _____

Executive Officer

[CONSULTANT]

BY: _____

Authorized Signatory

Appendix A

Print Name & Title

Appendix B – Submission Form

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	<i>[enter your response here]</i>
Any Other Relevant Name under Which the Proponent Carries on Business:	<i>[enter your response here]</i>
Street Address:	<i>[enter your response here]</i>
City, Province/State:	<i>[enter your response here]</i>
Postal Code:	<i>[enter your response here]</i>
Phone Number:	<i>[enter your response here]</i>
Fax Number:	<i>[enter your response here]</i>
Company Website (If Any):	<i>[enter your response here]</i>
Business Number	<i>[enter your response here]</i>
RFP Contact Person and Title:	<i>[enter your response here]</i>
RFP Contact Phone:	<i>[enter your response here]</i>
RFP Contact Facsimile:	<i>[enter your response here]</i>
RFP Contact E-mail:	<i>[enter your response here]</i>

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement and offers to provide the Deliverables in accordance therewith at the Rates set out in the Pricing Table.

3. Mandatory Forms

The Proponent encloses herewith as part of the Proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Table	

Notice to Proponents: There may be forms or other technical requirements required in the RFP other than those set out above. See the Mandatory Requirements described in Section 3.3 of the RFP for a complete listing of mandatory forms.

4. Rates

The Proponent has submitted its Rates in accordance with the instructions in the RFP and in the Pricing Table set out in Section 2.4 of the RFP.

5. Addenda

The Proponent is deemed to have read and accepted all addenda issued by REIBC as of the Deadline for Issuing Addenda. The onus remains on Proponents to make any necessary amendments to their Proposal based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Proponents who fail to complete this section will be deemed to have received and accepted all posted addenda.

6. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of REIBC or SPRE in the preparation of its Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Proposal; **AND** (b) were employees of REIBC, SPRE or REF and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Organization:
Last Date of Employment:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide REIBC with additional information from each individual identified above in the form prescribed by REIBC.

7. Proposal Irrevocable

The Proponent agrees that its tender shall be irrevocable for a period of ninety (90) days following the Submission Deadline.

8. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by REIBC to REIBC's advisers and the Project Team retained for the purpose of evaluating or participating in the evaluation of this Proposal.

9. Execution of Agreement

The Proponent understands that in the event its Proposal is selected by REIBC, in whole or in part, the Proponent agrees to finalize and execute the agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness	Signature of Proponent Representative
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Name of Witness (please print)	Name and Title of Proponent Representative
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Date:

I have authority to bind the Proponent