



REQUEST FOR PROPOSALS
RFP NO. 048
External Services for Reporting Wrongdoing

ISSUED BY:

Vancouver Organizing Committee for the 2010
Olympic and Paralympic Winter Games

April 21, 2006

Closing Time:

May 17, 2006 at 2:00 p.m. Vancouver Time

Closing Location:

3585 Graveley Street
Vancouver, B.C. V5K 5J5
Canada

Contact Person:

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Summary of Opportunity:

This Request for Proposals ("RFP") is issued by VANOC to obtain proposals for the provision of external services available for VANOC employees to confidentially report perceived incidents of wrongdoing within the organization. Please refer to Section 3.0 of the RFP for further details.

DEMANDE DE PROPOSITIONS

DP n° 048
**Services externes de signalement des actes
répréhensibles**

ÉMISE PAR:

Le Comité d'organisation des Jeux olympiques
et paralympiques d'hiver de 2010 à Vancouver

Le 21 avril 2006

Date et heure de clôture :

17 mai 2006 à 14 h (heure de Vancouver)

Lieu de clôture :

3585 rue Graveley
Vancouver (C.-B.) V5K 5J5
Canada

Personne-ressource :

Jim Bornholdt, gestionnaire, Approvisionnement
Comité d'organisation des Jeux olympiques et
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Résumé de l'offre :

Cette Demande de propositions (« DP ») est émise par le COVAN afin d'obtenir des offres de services externes en vue de la prestation de services permettant aux employés du COVAN de signaler de façon confidentielle des actes répréhensibles au sein de l'organisation. Veuillez vous reporter à la section 3.0 de la demande de propositions pour obtenir de plus amples détails.

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1.0 Introduction

On July 2, 2003, the International Olympic Committee selected Vancouver, Canada to host the 2010 Olympic and Paralympic Winter Games.

The Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (“VANOC”) has been formed to manage the planning and operation of the 2010 Olympic and Paralympic Winter Games.

This Request for Proposals (“RFP”) is issued by VANOC to obtain proposals for the provision of external services available for VANOC employees to confidentially report perceived incidents of wrongdoing within the organization. Please refer to Section 3.0 for further details.

2.0 Request For Proposals Terminology

Throughout this RFP, the following definitions apply:

- a) “Closing Location” has the meaning given to it Section 4.3;
- b) “Closing Time” has the meaning given to it Section 4.3;
- c) “Contract” means the written agreement resulting from this RFP executed by VANOC and the Contractor;
- d) “Contractor” means the successful Proponent to this RFP who enters into a written Contract with VANOC;
- e) “Must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;
- f) “Proponent” means a party that submits, or intends to submit, a Proposal;
- g) “Proposal” means a proposal submitted in response to this RFP;
- h) “RFP” means this Request for Proposals;
- i) “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of RFP; and
- j) “VANOC” means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games.

3.0 Project Details And Scope Of Work

3.1 Background

VANOC's integrity and reputation are among its most valued assets. Member of VANOC share a collective responsibility to preserve it. Conduct throughout the organization, led by senior management, must exemplify and establish a culture of integrity, honesty and teamwork to ensure that the values become firmly embedded within the organization as it evolves. Nurturing an environment of this nature can be enhanced through a system or process that would allow employees to raise issues and concerns with assurance that their disclosure will be treated in confidence, will be investigated appropriately and promptly, and will be responded to without causing fear of recrimination or reprisal.

VANOC requires the services of an independent external service provider to whom VANOC employees may confidentially report wrongdoing or improper conduct as an anonymous alternative to raising their issue with an internal representative.

3.2 Scope of Services

VANOC requires the services of an independent external service provider to provide secure telephone (toll-free) and web-based hotline services, and software to handle, address and document submissions. These would enable VANOC employees to disclose their concerns online, through a "hotline" (live agent or voice mail) that would be available 24 hours a day and seven days a week, or through a confidential P.O. Box.

The "hotline" would be operated by fully bilingual interviewers who are fluent in English and French and also have the capability for multi-lingual service. The service provider's interviewers will be expected to acknowledge complaints promptly and to be trained to clarify the exact nature of the concern. The interviewer will then proceed to inform the VANOC's designated representative.

The independent external service provider will have a document management system that will ensure comprehensive documentation and an indelible audit trail of all reports received. The system will be able to provide prompt reporting, making a report available immediately after it is submitted. Authorized VANOC reviewers will have access to the system at any time through a secure log-in method, enabling them to review all current and closed reports.

VANOC desires a system that will allow for anonymous communication between the authorized reviewers and the reporting individual, making it possible to have a full exchange of information while continuing to maintain the anonymity of the reporting individual. The capability of the service to provide regular reporting and trending is also required.

It is vital that strict security controls be built into the service such that the confidentiality and anonymity of VANOC employee submissions are maintained at all times. This will ensure that VANOC employees always experience a very high degree of confidence in the service and that the integrity of VANOC's policy on reporting wrongdoing is preserved.

3.3 Contract Term

The contract term will be for an initial one (1) year period. VANOC may, in its sole discretion, opt to extend the contract on a year by year basis for up to a further three (3) years, subject to agreement on each extension to the cost of the services.

3.4 Key Dates

The following is the anticipated schedule for this RFP process. Except for the Closing Time, the schedule is subject to revision at VANOC's sole discretion:

April 21, 2006	VANOC issues the RFP package.
May 1, 2006	Proponents may submit questions to VANOC until 2:00 p.m. local time in Vancouver, British Columbia on May 1, 2006.
May 4, 2006	VANOC will make commercially reasonable efforts to respond to enquiries and any responses will, at VANOC's sole discretion, be distributed by close of business on May 4, 2006 to all Proponents who have returned a Receipt Confirmation Form in the form attached as Appendix A to this RFP.
May 17, 2006	Closing Time: Proponents must submit their Proposals before 2:00 p.m. local time in Vancouver, British Columbia on May 17, 2006. Proposals received at the Closing Location after the Closing Time shall not be considered and may be returned to the Proponent unopened.
May 17 – 24, 2006	Period of evaluation by VANOC. May include VANOC interviews with one or more respondents to this RFP.
May 25, 2006	Service provider to be selected. The award decision will be communicated to all Proponents who have submitted Proposals.

3.5 Information to be Included in Response

Please refer to Section 8.0 of this RFP for the required proposal contents and format. Proposals shall be prepared in accordance with the format as specified in Section 8.0 of this RFP.

4.0 Request For Proposals Process

4.1 Receipt Confirmation Form

Proponents are required to fill out and return the Receipt Confirmation Form attached as Appendix A. All subsequent communications regarding this RFP, including addenda will be directed only to those Proponents who return the Receipt Confirmation Form.

4.2 Enquiries

All enquiries related to this RFP are to be directed in writing, by hand, courier or fax to the contact person identified on the cover page by no later than 2:00 p.m. local time in Vancouver, British Columbia on May 1, 2006. VANOC will make commercially reasonable efforts to respond to enquiries and any responses will, at VANOC's sole discretion, be distributed to all Proponents who have returned a Receipt Confirmation Form. VANOC shall not be responsible for information that Proponents receive from any other source.

4.3 Closing Time and Location

Each Proponent shall deliver one (1) original and five (5) copies of its Proposal, in a sealed package, which must be received before 2:00 p.m. local time in Vancouver, British Columbia on May 17, 2006 (the "Closing Time") at the following physical location (the "Closing Location"):

Vancouver Organizing Committee for the 2010
Olympic and Paralympic Winter Games
3585 Graveley Street
Vancouver, B.C. V5K 5J5
Canada

Attention: Information Management

All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the page).

Proposals shall be prepared in accordance with the format as specified in Section 8.0 of this RFP. Do not use for decorative purposes, "Vancouver 2010", "VANOC", any logos, emblems or symbols related to VANOC, the COC, the IOC, or generally the Olympic Games.

Proposals must not be sent by facsimile or e-mail.

The Closing Time shall be established by the time shown on the clock used by VANOC for that purpose.

Proposals will be opened privately at the offices of VANOC.

4.4 Late Proposals

It is the responsibility of each Proponent to ensure that its Proposal is received at the Closing Location before the Closing Time and the Proponent assumes the entire risk of failure of VANOC to receive its Proposal at the Closing Location before the Closing Time. Proposals received at the Closing Location after the Closing Time shall not be considered and may be returned to the Proponent unopened.

4.5 Proponents' Meeting

A Proponents' meeting is not currently anticipated. However, VANOC reserves the right to convene a Proponents' meeting, with reasonable notice to all Proponents who have returned a Receipt Confirmation Form, if a Proponents' meeting is, in the opinion of VANOC, necessary.

4.6 Conflict of Interest

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in VANOC's opinion, give rise to a conflict of interest in connection with this RFP.

4.7 Evaluation and Selection

Evaluation of Proposals will be by a committee formed by VANOC. Proposals will first be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed against the additional criteria. VANOC's intent is to enter into a Contract with the Proponent who has the highest overall ranking. Please refer to Section 7.0 for list of criteria.

4.8 Negotiation Delay

If a Contract cannot be negotiated with the highest ranking Proponent within a time period satisfactory to VANOC, VANOC may, at its sole discretion, terminate negotiations with that Proponent and either negotiate a Contract with another Proponent or choose to terminate this RFP process and not enter into a Contract with any of the Proponents.

5.0 Proposal Preparation

5.1 Signed Proposals

The Proponent must ensure that its Proposal includes a Proposal Letter in the form attached as Appendix B and signed by a person(s) authorized to sign on behalf of and to bind the Proponent to its Proposal and the terms of this RFP.

5.2 Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate Proposal.

5.3 Irrevocability and Validity of Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to Closing Time. After Closing Time, all Proposals become irrevocable and will remain open for acceptance by VANOC for a period of ninety (90) days from the Closing Time. By Submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with VANOC.

5.4 Language

All responses to this RFP must be in English.

5.5 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with VANOC, if any. VANOC will not be liable to any Proponent, whether VANOC accepts a Proposal or rejects all Proposals, for any claims, whether for costs

or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with the Contract or any other contract, or any other matter whatsoever.

5.6 Liability for Errors

While VANOC has used considerable efforts to ensure an accurate representation of information in the RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by VANOC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

5.7 Limitation of Liability

By participating in this RFP process, the Proponent agrees that neither VANOC nor its directors, officers, employees, agents and other representatives shall be liable to the Proponent including in contract, tort, statutory duty, duty of fairness, law equity or otherwise, for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred in preparing and submitting a Proposal, or negotiations of a Contract, or in any way arising in connection with this RFP. The Proponent further agrees that the award of the Contract or any other contract in connection with this RFP is in the sole discretion of VANOC and in no event shall the Proponent seek injunctive or other relief to prevent or delay the award of the Contract or any other contract in connection with this RFP or the performance of any work or services in relation thereto.

5.8 Firm Pricing

Prices will be firm for the initial Contract Term as specified in Section 3.3 of this RFP.

5.9 Currency and Taxes

Prices quoted are to be:

- a) In Canadian dollars;
- b) Inclusive of duty, where applicable;
- c) FOB destination, delivery charges included where applicable; and
- d) Goods and Services Tax and Provincial Sales Tax, if applicable, should be shown separately.

5.10 Completeness of Proposal

By submission of a Proposal the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Proponent, if successful, at no additional charge to VANOC.

5.11 Subcontracting

Using a subcontractor (who should be clearly identified in the Proposal) is acceptable.

Subcontracting to any firm or individual whose current or past corporate or other interests may, in VANOC's opinion, give rise to a conflict of interest will not be permitted.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of VANOC.

6.0 Additional Terms

6.1 Acceptance and Rejection of Proposals

This RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted and VANOC is not bound to enter into a Contract with any Proponent. Notwithstanding any other section, clause or provision in this RFP, or any practice or custom of the trade or industry, VANOC, in its sole discretion, shall have the unfettered right to do any or all of the following:

- a) accept any Proposal;
- b) reject any Proposal;
- c) reject all Proposals;
- d) accept a Proposal which is not the lowest cost Proposal even if the lowest cost Proposal conforms in all respects with this RFP;
- e) reject a Proposal even if it is the only Proposal received by VANOC;
- f) receive further information from any Proponent;
- g) refuse to receive further information from any Proponent;
- h) negotiate contract and other terms with any Proponent;
- i) accept all or any part of any Proposal;
- j) award all or any portion of the scope of the Proposal to any Proponent; and
- k) award a Contract to whomever VANOC in its sole discretion deems appropriate and in the best interests of VANOC.

Any Proposal received which fails to conform to or includes qualifications to the requirements of this RFP, which is materially incomplete, obscure or irregular, which contains exceptions or variations, or which omits any material information required to be submitted, may be disqualified or rejected. Notwithstanding anything to the contrary herein, VANOC may in its sole discretion elect to retain any such Proposal for consideration and may waive any or all of the foregoing, on such terms and conditions as VANOC may consider appropriate, even if any of the foregoing

would otherwise render the Proposal null and void, and Proposal may be considered in the same manner as Proposals that fully conform to the requirements of this RFP without qualification.

6.2 Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. The Contract will be substantially in the form attached as Appendix E and the Proponent agrees that should its Proposal be accepted it will enter into a Contract with VANOC in the form attached as Appendix E” as modified to incorporate the agreed payment terms, description of the services, and other terms of the proposal acceptable to VANOC.

6.3 Security Requirements

The Proponent’s acknowledge that the VANOC Contract includes as a term and condition the requirement that the Proponent and each of its directors and officers consent to VANOC and its security partners conducting at VANOC’s discretion, a security clearance, including without limitation a criminal records search and such other security searches as VANOC may deem advisable, together with ongoing monitoring of same.

6.4 Right to Amend or Cancel

VANOC reserves the right in its sole discretion at any time and from time to time, and for whatever reason to, by addendum, modify, amend or otherwise change this RFP. Any such addendum shall be issued in writing and shall be expressly identified as an addendum to this RFP.

VANOC reserves the right in its sole discretion to cancel this RFP at any time.

6.5 No Solicitation

Proponents and their directors, officers, employees, agents and other representatives shall not engage in any form of lobbying whatsoever to influence the outcome of this RFP. Further, no such person shall attempt to communicate, or make any representation or solicitation to any director, officer or employee of VANOC (except the contact person identified on the cover page), the City of Vancouver, the Resort Municipality of Whistler, the Province of British Columbia, the Dominion of Canada, the Canadian Paralympic Committee, the Canadian Olympic Committee, the International or Canadian Sports Federation or Committee with respect to this RFP, whether before or after submission of the Proposal. In the event of any contravention of the foregoing, VANOC in its sole discretion will be entitled to terminate the Proponent’s continuation in this RFP process or to reject or not accept the Proposal from the Proponent.

6.6 Ownership and Use of Proposal

Whether or not a Proponent is selected as a Service Provider, the Proposal, including all designs included in the Proposal to the extent prepared in connection with the Proposal (“Proposal-Related Designs”) and the intellectual property (including without limitation copyright

and all other intangible, intellectual, industrial and proprietary rights) associated with the Proposal-Related Designs, is and will remain in perpetuity the sole and exclusive property of VANOC and its successors and assigns. The Proponent will retain no right, title or interest in or to the Proposal or any part thereof, and will not use or exploit, or authorize any other person to use or exploit the Proposal or any part thereof in any manner or for any purpose whatsoever. VANOC has no obligation to select the Proponent as a Service Provider or to use the Proposal for any purpose whatsoever.

6.7 Assignment and Waiver

The Proponent acknowledges that by submitting a Proposal, it irrevocably and unconditionally:

- (a) assigns and transfers to VANOC all right, title and interest (including without limitation copyright and all other intangible, intellectual, industrial and proprietary rights) throughout the world in, to and associated with the Proposal-Related Designs , free and clear of any and all liens, encumbrances, charges or interest whatsoever of any third party; and
- (b) waives in favour of VANOC and its successors, assigns and licensees any and all non-transferable rights (including without limitation moral rights and rights of authorship) they have throughout the world in, to or associated with the Proposal-Related Designs . If and to the extent the foregoing assignment and waiver are not effective for any reason, the Proponent will hold all right, title and interest in, to and associated with the Proposal-Related Designs in trust for the sole benefit of VANOC and hereby grants to VANOC an exclusive, irrevocable, perpetual, worldwide, fully transferable, fully sublicensable, royalty free and fully paid up license to use and exploit the Proposal-Related Designs for any and all purposes whatsoever in VANOC's discretion.

6.8 Representations and Warranties

The Proponent represents and warrants to VANOC that the Proposal-Related Designs :

- (a) are an original work created solely by the Proponent;
- (b) do not incorporate any advice, assistance or contribution from any other person;
- (c) are not based upon or derived from any other design, work, information or material; and
- (d) to the knowledge of the Proponent, are not confusingly similar to, or likely to be mistaken for, any other designs currently or previously used by any other person. The Proponent further represents and warrants that no person other than the Proponent has any right, title or interest in, to or associated with the Proposal-Related Designs (including any copyright or other intangible, intellectual, industrial or proprietary rights) and that use by VANOC of such designs will not constitute an infringement of the rights (including any copyright or other intangible, intellectual, industrial or proprietary rights) of any other person.

6.9 Public Announcements

Proponents will not make any public announcement, or any communication with the media, in connection with this RFP, without the prior written consent of VANOC.

6.10 No Promotion of Relationship

Proponent will not disclose its relationship with VANOC for promotional purposes, including by means of verbal declarations and announcements through any medium whatsoever, without the express prior written consent of VANOC. Proponent is not permitted to use "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any other VANOC identification, as reference or means of promotion or publicity, without the express prior written consent of VANOC. Furthermore, Proponents will not disclose or promote their relationship with VANOC in any communication or manner whatsoever as a basis to create an association, expressed or implied, between the Proponent and the International Olympic Committee, the Olympic Games or the Olympic Movement. The successful Proponent must agree to make the same commitment during the course of performance of the Contract.

6.11 Environment and Sustainability

The three pillars of the Olympic movement are sport, culture and environment and Olympic Games are required to minimize the impact on the local environment. VANOC is committed to sustainable economic, social and environmental practices in its plans and actions. It is important that supporters, contractors and suppliers exemplify this commitment as well. Therefore, evaluation of Proposals will incorporate consideration of the environmental and sustainability attributes and practices of the Proponents (policies, practices, products, experience).

The Vancouver 2010 Bid Corporation, the organization that developed and presented the bid for the 2010 Olympic and Paralympic Winter Games, made sustainability commitments to the community and the International Olympic Committee which are attached as Appendix D. Proponents should be guided by these sustainability commitments.

7.0 Evaluation Criteria

7.1 Mandatory Criteria

The following are mandatory requirements. Proposals not clearly demonstrating that they meet them will receive no further consideration during the evaluation process:

- a) The Proposal must be received at the Closing Location before Closing Time;
- b) The Proposal must be in English and must not be sent by facsimile or email;
- c) The Proponent has submitted the required number of copies of its proposal and in the format as specified in Section 4.3 of the RFP;
- d) The Proposal must contain a signed Proposal Letter in the form attached as Appendix B of this RFP; and
- e) The Proposal must contain a signed Certificate of Independent Bid Determination in the form attached as Appendix C of this RFP.

7.2 Additional Criteria

Proposals meeting the mandatory requirements will be further assessed against the following criteria established by VANOC. VANOC reserves the right to give no further consideration to Proposals not meeting minimum standards established by VANOC for certain criteria:

- a) The extent to which the Proponent's service for reporting wrongdoing meets VANOC's requirements as set out in Section 3 of this RFP.
- b) Proponent's specific and significant experience providing anonymous employee hotline services to organizations having needs that are similar to VANOC's.
- c) Client references that confirm the Proponent's ability to perform the scope of services.
- d) The Proponent's proposed fees for all services, including payment terms.
- e) Proponent's commitment to environment and sustainability.

The above evaluation criteria may not be listed in order of importance.

8.0 Proposal Contents And Format

The following format and sequence must be followed in order to provide consistency in Proponents' responses and ensure each Proposal receives full consideration. In preparing Proposals, Proponents are advised to pay particular attention to the Scope of Work as detailed in Section 3.0 of this RFP and the evaluation criteria as detailed in Section 7.0 of this RFP. Proposals should be printed in duplex (i.e. on both sides of the page). All pages should be consecutively numbered.

- a) Title page
Include the RFP number, Closing Time and Proponent's name, contact person, address, telephone and fax numbers, and e-mail address.
- b) Signed Proposal Letter in the form attached as Appendix B.
- c) Signed Certificate of Independent Bid Determination in the form attached as Appendix C.
- d) Table of Contents
Use page numbers.
- e) Executive Summary (max. 1 page)
Briefly describe the key features of the Proposal.
- f) Proponent's Services for Reporting Wrongdoing
Please describe your organization's services for reporting wrongdoing. The following summarizes key information that should be included in the response. It should not be taken as a limitation or restriction of information that should include in the response. This information is intended to provide the opportunity to describe your services as well as the features that distinguish your services from others.

- Service overview

- Methods and technology that VANOC employees can use to report wrongdoings
- Capability to provide services in English, French and other languages
- Description of document management system to ensure prompt acknowledgement of complaints, comprehensive documentation and indelible audit trail of all reports
- Process to permit anonymous communication between the reporting individual and authorized reviewers
- Security controls to prevent breach of anonymity
- Prompt reporting system that will allow authorized VANOC reviewers to have secure access to the reporting system
- incident reporting and trending capability
- advisory services for authorized reviewers
- Unique aspects of your service

g) References

The Proponent is expected to demonstrate its ability and experience in providing the services detailed in this RFP by including the names of at least three clients for whom it has served within the past four years. Specifically include:

- Name and address of the client;
- Title, telephone, and fax number for contact person; and
- Length of association.

h) Fees

Please submit as much information as possible regarding the fee requirements for the services described in your proposal. Specifically include:

- Form of remuneration (e.g. flat fee per report, annual fee, etc.)
- Proposed disbursements or one-time costs, if applicable
- Proposed payment terms

i) Sustainability

Fully describe the actions taken by your organization that demonstrate commitment to sustainable economic, social and environmental practices in your business operations and practices.

Proponents are encouraged to also include innovative ideas relating to methodology for the execution and delivery of the project services and anything else that may enhance their Proposal.

Proposals shall be prepared in accordance with the format as stated in the RFP above. Do not use for decorative purposes, "Vancouver 2010", "VANOC", any logos, emblems or symbols related to VANOC, the COC, the IOC, or generally the Olympic Games.

9.0 Proponents' Checklist

This Checklist has been provided solely for the convenience of Proponents. The accuracy or completeness of this checklist is not warranted by VANOC, nor is the checklist necessarily comprehensive or exhaustive. Its use is not mandatory and it does not have to be returned with the Proposal. However, Proponents are required to return the Receipt Confirmation Form upon Receipt of the RFP.

- Everyone involved in putting together the Proposal has read and understood the requirements.
- The Receipt Confirmation Form has been submitted.
- The Proposal meets all the mandatory requirements
- The Proposal addresses everything asked for, including those things identified in Section 8.0
- The Proposal clearly identifies the Proponent, the project, and RFP number.
- The Proposal Letter and the Certificate of Independent Bid Determination have been signed and included.
- The Proponent's name and the RFP number appear on the envelope.
- The appropriate numbers of copies of the Proposal have been made and included in the envelope.
- The envelope has been sealed.
- The Proposal is being delivered by hand, courier or mail, and not by fax or e-mail.
- The Proposal will definitely be at the Closing Location before the Closing Time.
- The proposal does not contain any VANOC identification such as "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games.

Appendix A – Receipt Confirmation Form

From: _____ (Name of Proponent)

To: Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Attention: Jim Bornholdt

By delivery or courier: 3585 Graveley Street
Vancouver, B.C. V5K 5J5
Canada

Or

By Fax: (778) 328-2011

Re: Request for Proposals, RFP No. 048 – External Services for Reporting Wrongdoing (“RFP”)

We confirm receipt of the RFP and confirm that we will submit a Proposal. Our contact person (one person only) and that person’s delivery and mailing addresses and telephone and fax numbers are as follows. All communications (including addenda) in respect of the RFP should be directed to our contact person.

Contact Person: Name: _____

Title: _____

Delivery Address: _____

Mailing Address: _____

Telephone No: _____

Fax No: _____

Email address (mandatory): _____

Any communications that cannot be sent by email or fax should be sent by:

Mail _____

Courier name and account no.: _____

Signature: _____ Date: _____

Title: _____

Appendix B – Proposal Letter

[On Proponent’s Letterhead]

Date: _____

To: Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (“VANOC”)

Re: **Proposal in respect of RFP No. 048 – External Services for Reporting Wrongdoing (the “RFP”)**

_____ (“the Proponent”), having reviewed and fully understood the RFP and all terms and requirements of the RFP and information Provided, hereby submits the attached Proposal and supporting materials (the “Proposal”) in accordance with the terms and requirements of the RFP and the following:

1. The Proponent hereby agrees to the terms and requirements of the RFP.
2. The Proponent hereby confirms that the Proponent has complied with, and shall comply with, the terms and requirements of the RFP.
3. The Proponent agrees that the Proposal is a firm offer to VANOC, is irrevocable and remains open for acceptance by VANOC for a period of 90 days from the Closing Time and, if accepted by VANOC, the Proponent will enter into the appended form of contract in accordance with the provisions of Section 6.2 of the RFP.
4. The Proponent hereby declares that the Proposal, including the statements made and the information provided in the Proposal, are complete, true, and correct in every detail.
5. VANOC is hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with the Proposal, including seeking clarification regarding any financial and experience issues, and the Proponent hereby consents to VANOC and its representatives conducting any such inquiries or investigations and authorizes the release of information to VANOC and its representatives.
6. The Proponent acknowledges receipt of the following addenda (if applicable):

<u>Addendum No.</u>	<u>Date</u>
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7. Unless otherwise defined herein, capitalized terms shall have the meaning given in the RFP.

Signed (Name)
For and on behalf of <i>[name of Proponent]</i>

Appendix C – Certificate Of Independent Bid Determination

To: Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
("VANOC")

I, the undersigned, in submitting the accompanying proposal or tender (hereinafter "proposal")
to:

Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
("VANOC")

For: RFP No. 048 – External Services for Reporting Wrongdoing

In response to the call or request (hereinafter "request") for proposals made by:

Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
("VANOC")

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

1. I have read and understand the contents of this Certificate;
2. I understand that the accompanying proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying proposal, on behalf of the bidder;
4. each person whose signature appears on the accompanying proposal has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying proposal, I understand the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a proposal in response to this request for proposals;
 - (b) could potentially submit a bid in response to this request for proposals, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - (a) the Bidder has arrived at the accompanying proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for proposals, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit; a proposal, or;
 - (d) the submission of a proposal which does not meet the specifications or the request for proposals;
- except as specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this request for proposals relates, except as specifically authorized by VANOC or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the Closing Time, or the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

Appendix D – Sustainability Commitment

VANOC is committed to incorporating sustainable economic, social, environmental and inclusive practices in planning and operating the 2010 Olympic and Paralympic Winter Games. There are many reasons to embrace sustainability. Global reality necessitates it. The Olympic Movement is committed to it. Local community visions have incorporated it and our citizens expect it. VANOC believes that the 2010 Olympic and Paralympic Winter Games can do it as well or better than anyone else can.

VANOC's vision is: A stronger Canada whose spirit is raised by its passion for sport, culture and sustainability.

The 2010 Bid's vision was to "Create sustainable legacies for athletes and sport development, our host communities, our province, our country and the global Olympic family by hosting an outstanding Olympic and Paralympic Winter Games."

In order to integrate sustainability thinking into all aspects of the Bid plans, a sustainability policy based on six key principles was developed. These principles define the values and beliefs that form the basis of the understanding of sustainability, and the corresponding policy continues to guide VANOC's performance.

Bid Phase Sustainability Principles

- ◆ ECOLOGICAL LIMITS – Society must live within the earth's capacity to sustain life.
- ◆ INTERDEPENDENCE – Economic and social prosperity are dependent upon the natural environment.
- ◆ LONG TERM VIEW – Today's decisions and actions must not compromise the choices available to future generations.
- ◆ INCLUSIVENESS – Participation by all people must be promoted and decisions must be based on input from key stakeholders.
- ◆ EQUITY – People must be empowered to live sustainably and resources must be used fairly and efficiently in order to meet basic human needs worldwide.
- ◆ HEALTHY COMMUNITIES – Community health and quality of life is integral to global sustainability

Bid Phase Sustainability Policy

ENVIRONMENTAL STEWARDSHIP

- ◆ Conserving resources
- ◆ Preventing pollution
- ◆ Protecting and enhancing natural systems

ECONOMIC OPPORTUNITY

- ◆ Maximizing economic opportunity

- ◆ Supporting international trade and investment
- ◆ Advancing social equity through economic opportunities
- ◆ Strengthening community and stakeholder partnerships

SOCIAL RESPONSIBILITY

- ◆ Communicating openly and consulting with stakeholders
- ◆ Promoting diversity and celebrating cultural heritage
- ◆ Increasing understanding of sustainability
- ◆ Hosting inclusive and accessible Games
- ◆ Contributing to sport development and health promotion

Both the Bid Phase sustainability principles and the policy were developed using best practices drawn from past Games and the advice of experts and stakeholders. They were used during the Bid phase to impact transportation, venue, village and accommodation plans and were intended to promote best efforts to set a new sustainability standard for 2010 Olympic and Paralympic Winter Games. VANOC is committed to sport development and sustainable environmental, economic and social practices in its plans and actions, and intends to meet this commitment to sport development and sustainable environmental, economic and social practices.

Appendix E – Service Contract

Please see attached.



Service Contract (General)

CONTRACT NO: C-
CONTRACT AMENDMENT _____
VANOC CONTACT:
WORK PLAN:

Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games

AND

(herein "VANOC") at the following address:

(the "Contractor", "you", or "your" as applicable) at the following address:

Suite 400 – 1095 West Pender Street
Vancouver, B.C., V6E 2M6, Canada
Tel Number: 778.328.2010
Fax Number: 778.328.2011

Tel Number: 604.
Fax Number: 604.

VANOC and the Contractor hereby agree to the Terms and Conditions of Service Contract (General) attached hereto and the Schedules outlined below (collectively, the "Agreement"):

SCHEDULE A – SERVICES:

ALL IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS

TERM: From and including:

To and including:

SCHEDULE B - FEES AND EXPENSES

Fees: Billing Date(s):

Expenses:

Billing Date(s): Monthly in arrears

Maximum Amount:

SCHEDULE C - APPROVED SUBCONTRACTOR (S)

SCHEDULE D – INSURANCE

SCHEDULE E - ADDITIONAL TERMS

The parties hereto have duly executed this Agreement as of the th day of , 2006.

SIGNED AND DELIVERED on behalf of VANOC by an authorized signatory:

SIGNED AND DELIVERED by the Contractor or on behalf of the Contractor by an authorized signatory (if not an individual)

Per: _____
Authorized Signatory

per: _____
Contractor or Authorized Signatory

TERMS AND CONDITIONS OF SERVICE CONTRACT (GENERAL)

A. CONTRACTOR'S OBLIGATIONS AND ACKNOWLEDGEMENTS

1. **Performance of Services.** You agree to provide VANOC with the services described in Schedule A (the "Services"), all in accordance with this Agreement. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this Agreement. You must comply with VANOC's instructions in performing the Services, but unless otherwise specified herein, you shall at all times retain control over the manner in which those instructions are carried out.
2. **No Promotion of Relationship.** You must not disclose or promote your relationship with VANOC, including by means of verbal declarations and announcements through any medium whatsoever, without the express prior written consent of VANOC. You undertake not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any other VANOC identification, as reference or means of promotion or publicity, without the express prior written consent of VANOC. Furthermore, you undertake not to disclose or promote your relationship with VANOC in any communication or manner whatsoever as a basis to create an association, express or implied, between you and the International Olympic Committee, the Olympics or the Olympic Movement.
3. **No Future Commercial Advantages.** You agree and acknowledge that: (a) nothing in this Agreement shall grant or shall be deemed to grant you any marketing, sponsorship or promotion right in connection with VANOC or the 2010 Olympic and Paralympic Winter Games; (b) nothing in this Agreement shall provide you with any right or advantage in securing any future marketing or sponsorship opportunity, and the Services provided hereunder shall not be deemed for any purpose an advance or other credit against any such future sponsorship rights fees payable to VANOC; and (c) unless otherwise specified, nothing in this Agreement shall impose or be deemed to impose upon VANOC any obligation to engage you to provide any future services required by VANOC or any services whatsoever other than the Services.
4. **Provision of Service Inputs.** You must supply and pay for all labour, materials, and approvals necessary or advisable to provide the Services.
5. **Standard of Care.** You must perform the Services to the standard of care, skill, and diligence customarily maintained by persons providing, on a commercial basis, services similar to the Services.
6. **Contractor Personnel.** You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Agreement.
7. **Reporting.** You must, upon any VANOC request, fully report to VANOC on all work you do or have done in connection with providing the Services.
8. **Record Keeping.** You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to VANOC.
9. **Inspection by VANOC.** You must permit VANOC representatives at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractors in connection with this Agreement, including, without limitation, accounting records, findings, software, data, specifications, drawings, reports, and documents (collectively the "Material"), whether complete or in development and whether such Material is in written, graphic, electronic or other format.
10. **Ownership of Material.** You acknowledge that the Material (including all intellectual property rights therein) is the exclusive property of VANOC. All improvements, inventions, creative works, trade secrets, data or other works made, conceived, created or developed by you in connection with the Services shall vest in and be the exclusive property of VANOC. Without limiting the generality of the foregoing, the copyright in the Material belongs exclusively to VANOC. Upon VANOC's request, you must deliver to VANOC documents satisfactory to VANOC waiving in its favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in VANOC.
11. **Confidential Information.** You must treat as confidential and not disclose or permit the disclosure to any person without VANOC's consent (except as required by law): (a) all information disclosed to you by VANOC during the term hereof, including without limitation financial, marketing, staffing, strategic, budgeting, planning or other information relating to VANOC's business (collectively, "Confidential Information"); and (b) all Material. If you are a government agency or other public body subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) or the *Access to Information Act* (Canada), you will notify VANOC of any request received under such legislation for disclosure of records relating to VANOC business and will consult with VANOC prior to making any disclosure of Confidential Information or Material.
12. **Insurance.** You must maintain and pay for insurance on the terms, if any, outlined in Schedule D (including form, amounts, and deductibles), as modified from time to time in accordance with VANOC's reasonable request.
13. **Transfer of Applicable Refunds.** You must apply for and, immediately on receipt, remit to or credit VANOC with, any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
14. **Compliance with Laws.** You must comply with all applicable laws relating to the performance of the Services.
15. **Indemnity.** You must indemnify and save harmless VANOC and its directors, officers, members, employees and agents (each an "Indemnified Party") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, either during or after the term hereof, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, provided that where VANOC has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.
16. **Assignment.** You must not assign your rights under this Agreement without VANOC's prior written consent.
17. **Subcontracting.** You must not subcontract any obligation under this Agreement other than to persons listed in Schedule C without VANOC's prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted Services.
18. **Conflict of Interest.** You must not provide any services to any person in circumstances which, in VANOC's reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to VANOC under this Agreement.
19. **Security.** You acknowledge that given the sensitivity of security requirements for the 2010 Games, VANOC has developed a security protocol that requires all employees, contractors, volunteers and other persons having access to VANOC offices and/or venue sites to submit to a comprehensive security screening as a condition of working with VANOC. You hereby acknowledge and agree that VANOC, in conjunction with the RCMP and in cooperation with any applicable local, national and/or international police forces or security agencies, may at any time and from time to time, whether prior to, during or after the term of the service contract, conduct a criminal records search, police history information search and/or such other security checks and searches as VANOC may require (collectively, "Searches") pertaining to any person performing services hereunder and having access to VANOC offices and/or venue sites. You agree that upon VANOC's request at any time and from time to time, you will execute, and cause any of your employees sub-contractors or agents providing services hereunder to execute, VANOC's Security Clearance Form and/or such other documents or consents as VANOC may require in order to permit VANOC to have the Searches conducted. You further agree that VANOC

reserves the right to deny Games accreditation to any person or to terminate this service contract in the event that VANOC determines, in its sole discretion, that the outcome of the Searches is not satisfactory.

B. PAYMENT

1. **Payment of Fees and Expenses.** VANOC will pay you the fees described in Schedule B. VANOC will also pay or reimburse you for reasonable expenses in accordance with Schedule B, provided such expenses are supported, where applicable, by proper receipts and, in VANOC's opinion, are necessarily incurred by you in providing the Services. All expenses incurred must be approved in advance in accordance with VANOC's existing policies and procedures for expense reimbursement. VANOC is not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of aggregate fees and expenses. Payment terms are Net 30 days from the date of receipt of a valid invoice.
2. **Billing.** You must submit written statements of account to VANOC, to be submitted no sooner than the dates referred to in Schedule B as the "Billing Dates". If your account provides your GST Registration Number, and GST is payable, VANOC will pay GST. If you do not provide your GST Registration Number, and GST is payable, GST shall be deemed to be included in the billed amount.
3. **Withholding to Satisfy Liens.** VANOC may withhold from any payment due to you an amount sufficient to indemnify VANOC against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by you.
4. **Withholding for Non-Residents.** If you are a non-resident of Canada, VANOC may withhold from any payment due to you such amounts as may be required to be withheld pursuant to the applicable provisions of the *Income Tax Act* (Canada). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by VANOC strictly in accordance with the provisions of the *Income Tax Act* (Canada).
5. **Currency.** Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

C. TERMINATION

1. **Termination for Cause.** In the event of your material breach of this Agreement or upon your becoming bankrupt or insolvent or having a receiving order made against you, VANOC may terminate this Agreement for cause immediately upon written notice to you, without further liability to VANOC under this Agreement.
2. **Termination for Convenience.** Either party may terminate this Agreement for any reason on giving 15 days' written notice of termination to the other party. In such event, VANOC will pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services completed to VANOC's satisfaction as at the date of termination. Payment as aforesaid will discharge VANOC from all further liability to you under this Agreement.
3. **Obligations upon Termination.** Upon any termination of this Agreement, you must promptly provide VANOC with all Material and return all Confidential Information, including any and all copies thereof.
4. **Remedies Not Exclusive.** The rights and remedies provided to VANOC in this Part C shall not be exclusive and are in addition to any rights and remedies available under applicable law or under this Agreement.

D. GENERAL

1. **Relationship.** You are an independent contractor and not an employee, agent, or partner of VANOC. You shall have no ability to commit VANOC to paying any sum of money to any person. You shall at all times be responsible for deducting and remitting to the proper governmental authorities all income taxes and all employment insurance, workers' compensation and CPP premiums and such other source deductions as may be required by statute to be made in respect of persons performing Services under this Agreement.

2. **Authority.** If you are a corporation, you represent and warrant to VANOC that you have authorized your signatory to enter into and execute this Agreement on your behalf without affixing your common seal.
3. **Governing Law.** This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
4. **Time of the Essence.** Time is of the essence in this Agreement.
5. **Notices.** Any notice contemplated by this Agreement, to be effective, must be in writing and either:
 - (a) sent by fax to the addressee's fax number specified in this Agreement,
 - (b) delivered by hand to the addressee's address specified in this Agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with subsection(c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

6. **Waiver.** A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by VANOC. Such a waiver shall not be deemed to constitute a waiver of any other term or any other breach.
7. **Amendments.** No modification of this Agreement is effective unless it is in writing and signed by the parties.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to performance of the Services, and replaces and supercedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
9. **Dispute Resolution.** Except in the event injunctive relief is being sought, all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.
10. **Survival.** Sections A.2, A.3, A.10, A.11, A.15, A.17, C.3 and C.4 continue in force indefinitely, notwithstanding any expiration or termination of this Agreement.
11. **Schedules.** The schedules to this agreement are an integral part of this Agreement.
12. **Conflict.** If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
13. **Severability.** If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such provision may be severed from this Agreement without affecting the remainder of the Agreement.
14. **Binding Effect.** This Agreement shall be binding on your heirs, executors, administrators, successors and permitted assigns and shall enure to the benefit of any successors and assigns of VANOC.
15. **Voluntary Agreement.** You acknowledge and declare that you have carefully considered and understood the terms of this Agreement, that you have either consulted legal counsel or waived such right, and that you execute this Agreement voluntarily.
16. **Further Assurances.** You agree that upon any reasonable request of VANOC, you will make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, documents and assurances required to more fully give effect to the terms hereof
17. **Headings.** The headings used in the sections of this Agreement are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document. END OF TERMS & CONDITIONS