



REQUEST FOR PROPOSAL

**SUPPLY AND DELIVERY OF STREET FURNITURE FOR THE COMOX/HELMCKEN
GREENWAY PROJECT**

RFP No. PS20130003

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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposal (the "RFP") provides an opportunity to submit Proposals for review by the City and, depending on the City's evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City's interest in procuring Street Furniture for Comox/Helmcken Greenway Project. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that must be contained in each Proposal.
 - (c) PART C - PROPOSAL FORM: This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.
 - (d) PART E - FORM OF AGREEMENT: This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

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2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	March 25, 2013
Closing Time	April 2, 2013

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Rob Johnson - Buyer

E-Mail: purchasing@vancouver.ca Fax: 604.873.7057

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents must submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

4.2 Each Proponent must submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("Supply and Delivery of Street Furniture for Comox/Helmcken Greenway Project; PS20130003") to the following address:

City of Vancouver
Supply Chain Management
453 West 12th Avenue
Vancouver, British Columbia, Canada, V5Y 1V4

4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.

4.4 Proposals must not be submitted by fax or email.

4.5 Amendments to a Proposal may be submitted in the same manner as the original Proposal, at any time prior to the Closing Time.

4.6 Proposals should be bound in three-ring binders. The City requests that three copies of each Proposal (or amendment) be submitted, though it is not necessary to submit more than one copy of the Proposal Form.

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

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

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4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.

4.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

6.0 CONTRACT REQUIREMENTS

6.1 In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.

6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency.

7.3 Prices are to be quoted DDP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other costs are to be included in quoted prices.

(a) Subject to the above clause 7.4 (a), the Contractor will pay all HST, GST, PST and any other sales or excise taxes in force during the term of the Contract, as modified by any repeal, enactment, increase or decrease in such taxes.

(b) The Contractor's invoices will show the appropriate amounts for HST, GST, and PST as applicable.

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- (c) For further certainty, the anticipated transition from HST to GST/PST in April, 2013 will not entitle the Contractor to any adjustment in the Contract Price on account of the loss of input tax credits or other residual impacts and similarly Section 7.4 (b) above will not be applied or interpreted to entitle either party to any other changes to the Contract Price during the term of the Contract on account of the residual effects of changes in HST, GST and PST.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives to determine which Proposal or Proposals offer the overall best value to the City based on price, quality, service, innovativeness, environmental or sustainability concerns or benefits and other criteria including, but not limited to Proponents':
 - (a) ability to deliver the Requirements (as defined in Part B and Annex 1) as and when required;
 - (b) delivery lead time after the receipt of Purchase Order;
 - (c) proposed warranty program;
 - (d) skills, knowledge and previous experience;
 - (e) proposed plans and work schedules;
 - (f) business reputations and capabilities; and
 - (g) ability to meet the City's insurance requirements.

Certain other evaluation criteria may be set out in Part B, Annex 1, or elsewhere in the RFP.

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

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- 8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.
- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.
- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;
 - (d) accept a Proposal which is not the lowest-price proposal;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
 - (f) reject a Proposal even if it is the only Proposal received by the City;
 - (g) accept all or any part of a Proposal;
 - (h) split the Requirements between one or more Proponents; and
 - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

9.0 SUSTAINABILITY

- 9.1 The City's Ethical Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/prepare-your-bid.aspx> align the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. To the extent applicable, the Ethical Procurement Policy will be referred to in the evaluation of Proposals, and any successful Proponent will be accepted to adhere to the Supplier Code of Conduct.
- 9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

10.0 CERTAIN APPLICABLE LEGISLATION

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

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10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents must note that:

- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
 - (a) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
 - (b) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
 - (c) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
 - (d) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
 - (e) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
 - (f) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of*

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Information and Protection of Privacy Act (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.

- (g) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (h) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (i) Each Proponent must disclose whether any officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
 - i. an elected official or employee of the City; or
 - ii. related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the the Proponent's Proposal by the City.
- (j) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) Street Furniture to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to the foregoing organizations.
- (k) Each Proponent is required to disclose whether the Proponent has any affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and whether the Proponent is competing for purposes of the RFP process with any entity with which it is legally or financially associated or affiliated.
- (l) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America.
- (m) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format)

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without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.

12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) **"Agreement"** means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) **"Form of Agreement"** means the form of agreement contained in Part D of the RFP;
- (d) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time, but excluding any provincial component collected by Canada on behalf of British Columbia, such as by way of example the provincial component authorized as of and from July 1, 2010 pursuant to the Consumption Tax Rebate and Transition Act (British Columbia);
- (e) **"HST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time, including any provincial component collected by Canada on behalf of British Columbia, such as by way of example the provincial component authorized as of and from July 1, 2010 pursuant to the Consumption Tax Rebate and Transition Act (British Columbia);
- (f) **"PST"** means any tax similar to the tax previously payable and imposed pursuant to the Social Services Tax Act (British Columbia), as amended or replaced from time to time, such as by way of example the provincial sales tax anticipated to be authorized as of and from April 1, 2013 by way of the repeal of the Consumption Tax Rebate and Transition Act (British Columbia) and re-enactment, continuation, or amendment of the Social Services Tax Act (British Columbia);
- (g) **"Proponent"** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (h) **"Proposal"** means a proposal submitted in response to the RFP; and
- (i) **"Proposal Form"** means the form contained in Part C of the RFP.

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

1.0 CITY REQUIREMENTS

1.1 The City has the following objectives and requirements (together, the "Requirements"):

- Procurement of benches, chairs, tables, bar stools and railings for Comox/Helmcken Greenway project.

Further information regarding the Requirements, is contained in Annex 1 to the RFP.

1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

1.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number; it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1.4 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

2.1 Each Proposal must have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.

2.2 Each Proposal must contain a section titled "Technical Proposal," which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this Part B and the numbered sections of Annex 1 to the RFP.

2.3 Each Proposal must contain a section titled "Commercial Proposal," which should contain full details of the Proponent's proposed pricing and payment terms, which must be in accordance with Part A of the RFP. The Proponent should submit one (1) set only of the Commercial Proposal in a separate binder or envelope and should include therewith the following:

- a) A completed pricing spreadsheet, in the electronic format provided by the City with the RFP under Annex 6 - Pricing
- b) Certificate of Existing Insurance - Annex 2
- c) A WorkSafeBC clearance letter; and
- d) Deviations and Variations (if any) as described in this Part B - Section 2.12.

Reference should be made to Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Commercial Proposal.

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- 2.4 Each Proposal must contain a section titled "Proponent Overview," which must provide a description of the Proponent's company, purpose and history of successes.
- 2.5 Each Proposal must contain a section titled "Key Personnel," which must identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.
- 2.6 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving the supply of street furniture. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.
- 2.7 Each Proposal must contain a section titled "References," which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.
- 2.8 Each Proposal must contain a section titled "Subcontractors," which must list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.
- 2.9 If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.
- 2.10 Each Proposal must contain a section titled "Work Plan," which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent's work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing the "Technical Proposal" section where appropriate.
- 2.11 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal must contain a section titled "Sustainability," wherein the Proponent should describe the environmental aspects of its Proposal. In addition, this section of the Proposal should include a completed table in the following form:

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink	

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Sustainability Initiative	Description	Details	Response
		wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	
e. Third Party Eco-labelling	The City aims to purchase, when possible, products that are eco-	Describe and explain third party certification for the products to be	

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 SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
 PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

Sustainability Initiative	Description	Details	Response
	certified or eco-labelled by a recognized third party.	supplied, which includes labelling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.	

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

- 2.12 Each Proposal must contain a section titled "Deviations and Variations," in which the Proponent should: (i) note any deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) if applicable, detail any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent must state that its Proposal is fully consistent with the Form of Agreement.
- 2.13 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternate solution(s) should be provided separately in the appendix.
- 2.14 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.15 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.16 Each Proponent must submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section X of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.
- 2.17 The Proponent should note that Annex 3 - General Certificate of Insurance is not required to be submitted with the Proposal. It will be required of any successful Proponent.

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
PART C - FORM OF PROPOSAL LETTER

PROPOSAL FORM

RFP No. PS20130003, Supply and Delivery of Street Furniture for Comox/Helmcken Greenway
Project (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1. .

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposal No. PS20130003, as amended from time to time and including all addenda.

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
PART C - FORM OF PROPOSAL LETTER

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
PART C - FORM OF PROPOSAL LETTER

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

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

REQUEST FOR PROPOSAL NO. PS20130003
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PART C - FORM OF PROPOSAL LETTER

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and any proponent with whom the City has entered a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
 - i. bind the City, the Proponent and the arbitrator; and
 - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
PART C - FORM OF PROPOSAL LETTER

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

The Proponent confirms and warrants that there is no officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor'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 City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

REQUEST FOR PROPOSAL NO. PS20130003
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PART C - FORM OF PROPOSAL LETTER

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) street furniture of any kind to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to the foregoing organizations, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and
- (b) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbyist Status

The Proponent confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

11 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

REQUEST FOR PROPOSAL NO. PS20130003
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PART C - FORM OF PROPOSAL LETTER

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

- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

PRODUCT SUPPLY AND DELIVERY AGREEMENT

PS20130003 - SUPPLY AND DELIVERY OF STREET FURNITURE FOR THE COMOX/HELMCKEN GREENWAY PROJECT

THIS AGREEMENT made as of _____, 200__ (the "Effective Date"),

BETWEEN:

CITY OF VANCOUVER, a municipal corporation continued under the
Vancouver Charter and having an office at 453 West 12th Avenue,
Vancouver, British Columbia, V5Y 1V4

(the "City")

AND:

[INSERT LEGAL NAME OF COMPANY], a company having an office
at [INSERT ADDRESS]
(the "Supplier")

WHEREAS:

- A. The City requires the supply, and delivery services described herein and wishes to engage the Supplier to perform said services.
- B. The Supplier has agreed to perform the said supply, and delivery services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for 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 agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement, the following words and terms, unless the context otherwise requires, will have the meanings set out below:

- (a) "Additional Compensation" has the meaning set out in Section 5.1;
- (b) "Agreement" means this Supply, and Delivery Agreement inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;
- (c) "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 Supplier, any Subcontractor and the Services, all as may be in force from time to time;
- (d) "Business Day" means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- (e) "Completion Date" has the meaning set out in Section 8.1;

-
- (f) **“Contract Documents”** means this Agreement, the Proposal, the RFP and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- (g) **“Delivery Services”** has the meaning set out in Section 2 of Schedule A;
- (h) **“Delivery Date”** has the meaning set out in Section 8.1;
- (i) **“Effective Date”** has the meaning set out above, and means the first day of the Term;
- (j) **“Event of Default”** has the meaning set out in Section 23.2 of this Agreement;
- (k) **“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;
- (l) **“Losses”** means in respect of any matter all:
- (i) direct or indirect, as well as
 - (ii) consequential,
- claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- (m) **“Manufacturer”** in respect of a particular good means the manufacturer of that good;
- (n) **“Pre-Delivery Services”** has the meaning set out in Section 1 of Schedule A;
- (o) **“Premises”** means City of Vancouver National, Works Yard, 701 National Avenue, Vancouver, B.C.;
- (p) **“Products”** means the street furniture to be supplied to the City by the Supplier, as more particularly set out in the Schedules to this Agreement;
- (q) **“Product Specifications”** has the meaning set out in Section 6.1;
- (r) **“Project”** means supply and delivery of street furniture;
- (s) **“Project Manager”** is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 25 of this Agreement, and is subject to change in accordance with Section 25.5 of this Agreement;
- (t) **“Proposal”** means the response to the RFP submitted by the Supplier on [INSERT DATE] together with all correspondence between the City and the Supplier related thereto;
- (u) **“Purchase Order”** has the meaning set out in Section 9.1;
- (v) **“RFP”** means Request for Proposals # PS20130003 issued on March 12, 2013;
- (w) **“Services”** has the meaning set out in Section 4.1;
- (x) **“Standard of Work”** means the highest of:

-
- (i) the standard imposed by law;
 - (ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
 - (iii) the standard set forth in the Proposal;
 - (iv) the standard set forth in the RFP; and
 - (v) the standard otherwise prescribed in this Agreement;
- (y) “Supplier’s Personnel” means the Supplier’s staff who are assigned to this Agreement to undertake the Services;
- (z) “Supplier’s Facility” means the Supplier’s business premises;
- (aa) “Subcontractors” means the independent consultants, agents, associates, subcontractors and other third parties retained by the Supplier to assist in the performance of the Services;
- (bb) “Term” has the meaning set out in Section 4.3; and
- (cc) “WorkSafeBC Legislation” means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant to the *Workers Compensation Act* (British Columbia).

1.2 **Interpretation.** In this Agreement, including the recitals, Schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) each reference in this Agreement to “Section” or “Schedule” is to a Section of and a Schedule to, this Agreement;
- (c) 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;
- (d) 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;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) 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

-
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

1.3 **Contract Documents.** 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 inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order from highest to lowest:

- (a) this Agreement including any amendments to this Agreement;
- (b) Schedule A - Services;
- (c) Schedule B - Specifications;
- (d) Schedule C - Drawings;
- (e) Schedule D - Pricing and Payment Plan;
- (f) Schedule E - Insurance Certificate;
- (g) Schedule F - WorkSafe BC Certificate; and
- (h) Schedule G - Proposal

2. SUPPLIER'S REPRESENTATIONS AND WARRANTIES

2.1 **Representations and Warranties.** The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Services;
- (b) the Supplier is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business licence and will maintain such business licence in good standing for the Term;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products;
- (g) the Supplier and the Supplier's Personnel and Subcontractors have the skills, training, experience and expertise which are necessary to complete the Services in accordance with the terms of this Agreement;
- (h) the Products meet or exceed the Product Specifications ; and

-
- (i) all Products will be new and the model approved by the City and free from defects and/or imperfections in material, workmanship or design.
- 2.2 **Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.
3. **PURCHASE OF THE PRODUCTS**
- 3.1 Subject to the terms and conditions of this Agreement, the City agrees to purchase and the Supplier agrees to sell the Products listed in Schedule D of this Agreement to the City at and for the unit prices stated in Schedule D.
4. **SERVICES**
- 4.1 **Description of Services.** In addition to selling the Products to the City, the Supplier will provide and be fully responsible for the following services (collectively, the "Services"), as may be modified or amended pursuant to the terms of this Agreement:
- (a) the Pre-Delivery Services and the Delivery Services described in Schedule A of this Agreement;
 - (b) the services described elsewhere in this Agreement;
 - (c) the services described in the Proposal;
 - (d) any services not specifically covered in (a), (b), or (c) above, but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services.
- 4.2 **Provision of Service Inputs and Personnel.** The Supplier will provide all labour, supervision, management, facilities, equipment, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Supplier is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the City, which would be detrimental to the benefits intended to be provided to the City by this Agreement then the Supplier will rectify such discrepancy or omission to the satisfaction of the City without further compensation.
- 4.3 **Term.** The Supplier will perform and complete the Services commencing on the Effective Date and in accordance with the City's timetable indicated herein, ending on the date that the Products are delivered and the Services are completed to the satisfaction of the City (the "Term").
- 4.4 **Standard of Care.** The Supplier will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Supplier represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Supplier for the work set out in this Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.
- 4.5 **Remedy for Deficient Services.** Without limiting any other remedy which the City may have under this Agreement or at law, the Supplier at its sole cost upon written request of the City will rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may

be reasonably required by the City to satisfy the City that the Services have been duly performed or rectified in accordance with the terms of this Agreement.

4.6 **Cooperation and Coordination Regarding Performance of Services.** The Supplier will cooperate, and coordinate the performance of the Services with the City's personnel, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing delays. Notwithstanding the foregoing, the Supplier will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

5. CHANGES TO SERVICES

5.1 **Right to Make Changes.** The City may request that the Supplier perform additional work beyond the scope contemplated by the Contract Documents in which case the City and the Supplier will agree, in writing, upon a reasonable estimate of the time the additional services will require and the cost of such services ("**Additional Compensation**"). Actual charges for the additional services will not exceed the amount of the Additional Compensation agreed upon between the City and the Supplier.

5.2 **Personnel.** The City may from time to time request reasonable changes to the Supplier's Personnel, and the Supplier will comply with any such request. The Supplier will not change any of the Supplier's Personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

6. PRODUCT SPECIFICATIONS AND DRAWINGS

6.1 **Requirements.** All Products supplied to the City by the Supplier pursuant to this Agreement must comply with the specifications, requirements and drawings set out in the Contract Documents, including Schedules B and C, or as otherwise agreed in writing between the City and the Supplier (the "**Product Specifications**").

7. COMPENSATION

7.1 **Product Prices.** The prices for the Products are set out in Schedule D and will remain fixed for a period of one year from the Effective Date.

7.2 **Supplier's Costs.** The prices for the Products set out in Schedule D include all of the Supplier's profit and all of the Suppliers costs whatsoever, including storage, labour, supervision, management, facilities, overhead, office expenses, equipment, transportation, fuel, delivery, brokerage costs, import duties, taxes (except HST, as applicable) tools, supplies and materials.

7.3 **Manner of Payment.** The Supplier will be paid on the basis and at the times set out in Section 17 of this Agreement.

7.4 **No Additional Compensation unless Pre-Approved.** No Additional Compensation whatsoever will be payable by the City for work performed by the Supplier which has not been approved in accordance with Section 5.1 hereof.

8. SCHEDULE

8.1 **Delivery Date.** The Supplier will complete the Delivery Services to the satisfaction of the City by _____ (the "**Delivery Date**").

8.2 **Changes to Schedule.** The City may change the Delivery Date to account for changes in the Project schedule generally. If the City changes the Delivery Date then the City will give the Supplier written notice of such change.

9. **ORDERING PRODUCTS**

9.1 **Purchase Order.** The City will issue a purchase order (the “Purchase Order”) for the Products that it wishes to purchase from the Supplier.

9.2 **Effect of Purchase Order.** In the event of any conflict between the terms of an individual Purchase Order and the terms of this Agreement, the terms of this Agreement shall have priority.

10. **TITLE AND RISK**

10.1 **Risk.** The Products will be at the Supplier’s sole risk for any loss or damage until the Supplier has completed the Delivery Services.

10.2 **Title.** Title to the Products will automatically pass to the City upon completion of the Delivery Services. The Supplier will deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to the Products to the City, free and clear of all liens, charges and encumbrances.

11. **PRODUCT WARRANTY**

11.1 **Warranty.** The Supplier will deliver to the City all such documentation as the City may reasonably require to evidence that the Products are subject to a Manufacturer’s warranty and if applicable, a Supplier’s extended warranty, on terms which are acceptable to the City. If any warranties are issued to the Supplier and not the City, the Supplier will take all such further steps and actions as may be required to assign the benefit of such warranties to the City.

11.2 **Warranty Period.** The Products shall be free from all defects arising from faulty construction, manufacture, materials or workmanship which appear within the longer of 36 months from the date the Delivery Services are completed to the satisfaction of the City or such other period specified in this Agreement (the “Warranty Period”). The Supplier shall immediately remedy any defect in the Products and any damage arising from that defect during the Warranty Period.

12. **EXCLUSIVITY**

12.1 **Not an Exclusive Supply Contract.** If the Supplier is not able to:

- (a) supply a particular Product to the City;
- (b) supply the quantities of a Product required by the City;
- (c) deliver a particular Product in accordance with the deadlines set out in Section 8;
- (d) supply a Product to the City which meets the Product Specifications for such Product;
or
- (e) perform any of the Services when and where required by the City,

then in each such case, the City will be entitled, in its sole discretion, to purchase the particular Product or services from any other supplier.

13. SUBCONTRACTORS

- 13.1 **Use of Subcontractors.** The Supplier may retain Subcontractors to assist in the performance of the Services, provided that:
- (a) the Supplier will not subcontract all or substantially all of the Services to a Subcontractor;
 - (b) the Supplier will require that the terms of this Agreement apply to the Subcontractors; and
 - (c) the Supplier will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.
- 13.2 **Standard of Care of Subcontractors.** The Supplier represents to the City that all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work. The Supplier will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work.
- 13.3 **Subcontractor Approvals.** The Supplier will only retain Subcontractors approved by the City in writing.
- 13.4 **Subcontractor Changes.** The Supplier will not change any Subcontractor without the prior written approval of the City. The City may, from time to time, where it reasonably believes performance to the Standard of Work is not being met by any Subcontractor(s), request changes to the Supplier's Subcontractors, and the Supplier will comply with any such request.

14. COMPLIANCE WITH LAWS AND TAXES

- 14.1 **Compliance with Laws.** In carrying out its obligations hereunder, the Supplier will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.
- 14.2 **Regulatory Compliance.** The Supplier will upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Subcontractors. The Supplier accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Supplier and the Subcontractors are subject.
- 14.3 **Permits and Licenses.** The Supplier represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorizations and licenses necessary for the Supplier to supply the Products and provide the Services.

15. POLICIES, RULES AND REGULATIONS

- 15.1 **Rules and Procedures.** The City may prescribe, and the Supplier will comply with (and cause any person for whom it is responsible at law or pursuant to the provisions of this Agreement to comply with) all rules, regulations, policies and procedures from time to time for:
- (a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;
 - (b) environmental matters;

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- (c) accessibility matters;
 - (d) sustainability matters;
 - (e) the use of specific materials, goods or services;
 - (f) public information and communications; and
 - (g) such other matters as the City may from time to time deem necessary or desirable in its reasonable determination.
- 15.2 **Changes to Rules and Procedures.** The City may at any time upon notice to the Supplier amend the rules, regulations, policies and procedures relating to the Services, and may at any time prescribe specific stipulations regarding the Services applicable to the Supplier and its Subcontractors.
- 15.3 **Safety.** The Supplier acknowledges the City's commitment to a superior standard of workplace safety. In addition to complying with all of the Supplier's health and safety obligations specified in this Agreement or otherwise prescribed by Applicable Law, the Supplier agrees to provide support for the City's safety objectives by making efforts to elevate the priority it places on the creation of a safe work environment and embedding health and safety principles into its work.
- 16. RELATIONSHIP OF THE PARTIES**
- 16.1 **Status.** The Supplier is engaged as an independent contractor to the City for the sole purpose of supplying the Products and providing the Services. Neither the Supplier nor any of the Supplier's personnel is engaged as an official, officer, employee, servant or agent of the City, and neither the Supplier nor any of the Supplier's personnel will enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Supplier and will not be consultants, agents, associates or subcontractors of the City. It is understood and agreed that the Supplier will act as an independent contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Supplier is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.
- 16.2 **No Acceptance of Advantages or Benefits.** Neither the Supplier, nor any of its agents or employees (including any Subcontractors) will give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 23.2) and will permit the City to terminate this Agreement pursuant to Section 23.1(b).
- 16.3 **No Conflicts of Interest.** The Supplier declares that to the best of its knowledge the Supplier and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the City, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Supplier will declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or potential conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any

predisposition, affinity or association with any third party which would impair or qualify the provision of the Services

- 16.4 **No Third Party Rights.** Except as expressly set forth herein, nothing in this Agreement will be construed to give any rights or benefits to anyone other than the City and the Supplier.

17. PAYMENT

- 17.1 **Invoicing.** The City will not be required to make any payment to the Supplier under this Agreement until the Supplier delivers the Products to the Premises and completes the Delivery Services to the satisfaction of the City. Upon the City confirming that a particular Product has been delivered to the Premises and that the Delivery Services for that Product have been completed to the satisfaction of the City, the Supplier will invoice the City in full for such Products and Delivery Services.

- 17.2 **Submission of Invoices.** Subject to Section 17.1, the Supplier will submit invoices to the City in respect of the Services and Products in accordance with the prices and payment plan set forth in Schedule D. Each invoice will be clearly itemized to show this contract number, the Delivery Services performed, amount of Products delivered, the HST, if applicable, and the Supplier's HST registration number.

- 17.3 **Address for Invoices.** All invoices will be directed to the following address:

CITY OF VANCOUVER
Accounts Payable Centre
P.O. Box 7757
Vancouver, B.C.
V6B 0L5

E-mail: AP.Central@vancouver.ca

Fax: 604.673.8356

- 17.4 **Time for Payment.** Except for any amounts which the City is in good faith disputing, any set off which the City may claim, any amounts in respect of which the City has requested and not received supporting evidence under Section 17.5, and any holdback required to be made under Applicable Law, the City will pay invoices submitted by the Supplier within 30 days of receipt thereof.

- 17.5 **Maintenance of Records.** The Supplier will keep, and will cause any Subcontractors to keep, books, records, documents, invoices, receipts and other evidence relevant to the purchase of the Products by the City and the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City and any of its duly authorized representatives will, for the purpose of audit and examination, have access to and be permitted, upon reasonable notice to the Supplier, to inspect such books, records, documents and other evidence for review, copying and audit at any time and from time to time while this Agreement is in effect and for a period of three years after the expiry or termination of this Agreement for any reason.

18. WORKSAFEBC COMPLIANCE

- 18.1 Prior to commencing the Services, the Supplier must provide evidence that it is in good standing with WorkSafeBC.

18.2 **Payment of WorkSafeBC Assessments** - The Supplier agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon the Services. The Supplier agrees that the City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Supplier. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

- (a) ***Initial Proof of WorkSafeBC Registration/Good Standing*** - Within five (5) Business Days of the Effective Date, the Supplier will provide the City with the Supplier's and all Subcontractors WorkSafeBC registration numbers and with written confirmation from WorkSafeBC that the Supplier and all Subcontractors are registered and in good standing with WorkSafeBC and that all premiums, assessments and penalties have been paid to date.
- (b) ***Subsequent Proof of WorkSafeBC Registration/Good Standing*** - Within five (5) Business Days of a request by the City the Supplier will provide the City with written confirmation from WorkSafeBC that the Supplier and all Subcontractors are registered and in good standing with WorkSafeBC and that all premiums, assessments and penalties have been paid to date.
- (c) ***Special Indemnity Against WorkSafeBC Non-Compliance*** - The Supplier will indemnify and hold harmless the City from and against all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - (i) unpaid WorkSafeBC assessments of the Supplier or any other employer for whom the Supplier is responsible under this Agreement;
 - (ii) the acts or omissions of any person engaged directly or indirectly by the Supplier in the performance of the Services, or for whom the Supplier is responsible at law and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC Legislation or any other failure to observe the safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
 - (iii) any breach of this Section 18.

This indemnity will survive the expiry or earlier termination of this Agreement.

19. INSURANCE AND INDEMNITY

19.1 **Supplier's Insurance.** Without limiting any of its obligations or liabilities under this Agreement, the Supplier will obtain and continuously carry and will cause its Subcontractors to obtain and continuously carry during the term of the Agreement at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- (a) Commercial General Liability insurance in sufficient amounts and description to protect the Supplier, its Subcontractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

The limit of commercial general liability insurance will be not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with

respect to products and complete operations. The deductible will not exceed \$5,000 per occurrence.

The policy of insurance will:

- (i) be on an occurrence form;
 - (ii) add the City of Vancouver and its officials, officers, employees and agents as additional insureds;
 - (iii) contain a cross-liability or severability of interest clause;
 - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- (b) Automobile insurance covering all vehicles owned, leased or operated by the Supplier in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.
- (c) All-Risks property insurance covering the Supplier's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents (a "Waiver of Subrogation").
- 19.2 All insurance policies required by this Agreement will be in a form, in amounts and with insurers acceptable to the City's Director of Risk Management. All policies will provide that the insurer will provide the Project Manager with sixty (60) days prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.
- 19.3 The Supplier and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 19.4 Neither the providing of insurance by the Supplier in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Supplier from any other provisions of the Contract Documents with respect to liability of the Supplier or otherwise.
- 19.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officers, officials, employees, or agents will be excess of the Supplier's insurance and will not contribute with it.
- 19.6 Prior to the Effective Date, the Supplier will provide the City with evidence of all required insurance to be taken out in the form of a "Certificate of Insurance" (on the City's form) and supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Supplier will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Project Manager at any time during the Term immediately upon request.
- 19.7 The Supplier will provide in its agreements with its Subcontractors clauses in the same form as in this Section 19. Upon request, the Supplier will deposit with the Project Manager detailed

certificates of insurance for the policies it has obtained from its Subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

- 19.8 The Supplier will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- 19.9 **Responsibility and Liability.** The Supplier hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any wilful misconduct or negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the terms of this Agreement.
- 19.10 **Indemnity.** The Supplier will defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:
- (a) the performance of the Services by the Supplier or the failure by the Supplier to perform the Services;
 - (b) any willful misconduct or any negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between the Supplier and any Subcontractor, and any failure or deficiency by the Supplier or any Subcontractor in providing the Services;
 - (c) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Products to the City; and
 - (d) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise.

This indemnity will survive the expiry or earlier termination of this Agreement.

- 19.11 **Discharge of Liens.** The Contractor will make all payments and take all other steps which may be necessary to insure that all monies payable under this Agreement, the Products and any land owned by the City, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Supplier will fully defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses relating to such matters, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or court in which the same may appear.
- 19.12 **Rectification of Damage.** The Supplier will rectify any loss or damage caused by the Supplier in the performance of the Services at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Supplier will then pay to the City the costs of repairing the loss or damage promptly upon demand by the City. Where, in the opinion of the City it is not practical or desirable to repair the loss or damage, the City may estimate the cost of repairing the loss or damage and deduct such estimated amount from any amount owing to the Supplier.

20. **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

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

21. **NO PROMOTION**

21.1 **No Promotion of Relationship.** The Supplier will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Supplier to perform the Supplier's obligations under the terms of this Agreement).

22. **SUSTAINABILITY**

22.1 The Supplier acknowledges the City's commitment to sustainability. The Supplier agrees that it will not use any products, supplies or chemicals in the course of performing the Services which have not been approved in writing by the City.

23. **TERMINATION**

23.1 **Rights of Termination.** This Agreement may be terminated before completion of the Services and before the expiry of the Term, anything to the contrary herein notwithstanding, as follows:

- (a) by the City, at its option and for any reason in its sole discretion, upon 15 Business Days' notice to the Supplier; or
- (b) by the City at its option, at any time after the happening of an Event of Default.

23.2 **Events of Default.** For the purposes hereof, an "Event of Default" will be deemed to occur if:

- (a) the Supplier is in breach of any covenant, obligation or representation hereunder and such breach persists unremedied for a period of ten (10) Business Days after the City has provided the Supplier with written notice of and particulars of the breach or alleged breach, provided that the City may terminate without providing a cure period with respect to actions of the Supplier that are part of a continuing course of conduct in respect of which prior written notice has been given;
- (b) any Product which the Supplier has agreed to supply to the City does not meet the Product Specifications for that Product as determined by the City;
- (c) the Supplier is not able to supply any Product by the Delivery Date or complete the Delivery Services by the Completion Date;
- (d) there occurs or, in the reasonable opinion of the City, there exists a threat of, a strike, lockout, work slowdown, labour disturbance, or refusal to work by the employees or Subcontractors of the Supplier;
- (e) the Supplier is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it; or

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- (f) any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the City's reasonable determination, have an adverse impact on the delivery of the Services.
- 23.3 **Termination Payment.** Where this Agreement is terminated under Section 23.1, the City will pay to the Supplier such part of the compensation as the City, acting reasonably, determines has been earned by the Supplier to the date of termination less any amounts held by the City on account of damages, losses or costs resulting from an Event of Default. Payment pursuant to this Section will not include any amounts for lost revenue or lost profit of the Supplier. Upon the termination of this Agreement and payment as required hereunder, the City will have no further obligation or liability to the Supplier with respect to compensation payable to the Supplier hereunder and may as a condition of final payment under this Agreement require the Supplier to execute and deliver a release and discharge in favour of the City in relation to the compensation payable to the Supplier hereunder.
- 23.4 **Remedy for Default.** In the case of an Event of Default or if the Supplier fails to supply and provide the Services or any part thereof in accordance with this Agreement, the City may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Supplier all extra costs and expenses in doing so. The City will be under no obligation to remedy any failure or deficiency on the part of the Supplier and will not incur any liability to the Supplier for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.
- 23.5 **Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein.
- 23.6 **Suspension of Services.** The City may, at any time and from time to time by delivery of notice in writing to the Supplier, suspend the performance of the Services for the period of time specified in such notice. In that event the City will pay to the Supplier such part of the compensation as can reasonably be considered to have been earned by the Supplier to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Supplier will have no claim against the City for any costs, expenses, damages or other liabilities suffered or incurred by the Supplier as a result of any suspension hereunder unless otherwise agreed by the City in writing.
24. **ASSIGNMENT**
- 24.1 **No Assignment by Supplier without Consent.** The Supplier will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.
- 24.2 **Change of Control.** If the Supplier is a company, then any change in the control of the company will be deemed to constitute an assignment for the purposes of Section 24.1.
- 24.3 **Effect of Assignment.** No assignment permitted by the City will relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- 24.4 **Assignment by the City.** The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

25. **CONTRACT ADMINISTRATION**

- 25.1 **City Project Manager.** For the purposes of this Agreement, the City designates Douglas Scott or their delegate as its Project Manager.
- 25.2 **Supplier Project Manager.** For the purposes of this Agreement, the Supplier designates **[INSERT NAME]** as its Project Manager.
- 25.3 The Project Manager will be the primary point of contact for each party in the administration of this Agreement.
- 25.4 The Supplier's Project Manager will meet with the City's Project Manager(s) on a regular basis and at the time and place requested by the City to address any issues which may arise under this Agreement.
- 25.5 **Changes in Project Manager.** Either party may change its Project Manager and/or its Project Manager's address, telephone and/or fax number by written notice to the other party given in accordance with Section 26.1 of this Agreement.

26. **NOTICES**

- 26.1 **Addresses for Notice.** Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered, transmitted by facsimile or mailed in British Columbia by pre-paid registered post to the parties as follows:

TO THE CITY:

**CITY OF VANCOUVER
ENGINEERING - ACTIVE TRANSPORTATION DEPARTMENT
507 WEST BROADWAY
VANCOUVER, B.C.
V5Z 0B4**

Attention: Douglas Scott
Fax: 604.871.6193

TO THE SUPPLIER:

**[INSERT NAME]
[INSERT ADDRESS]**

Attention: **[INSERT NAME]**
Fax: **[INSERT FAX]**

or to such other person or address as one party may advise the other in writing from time to time. Any notice given in accordance with this or any other provision of this Agreement is deemed to be received on the day of delivery or transmission by facsimile if a Business Day and if not a Business Day then on the next Business Day or if mailed, on the third Business Day following the posting thereof, provided that if there is a postal strike, dispute or slowdown, notices will only be effective if delivered or transmitted by facsimile.

- 26.2 **Notice of Actions against Supplier.** The Supplier will provide written notice to both the City's Project Manager at the address set out in Section 26.1 and the City of Vancouver's Director of Legal Services at:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Director of Legal Services
Fax: (604) 873-7445

immediately upon the written threat or commencement of any actions brought against the Supplier or any of its Subcontractors or their respective affiliates, the outcome of which may affect the rights of the City or the ability of the Supplier to comply with its obligations under this Agreement.

27. TIME FOR PERFORMANCE

27.1 **Time of the Essence.** Time will be of the essence of this Agreement.

27.2 **Unavoidable Delay.** Notwithstanding Section 27.1, except for the performance of obligations to pay money, the time periods for the City and the Supplier's performance 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, acts of God, war or other strife or governmental action) but in the case of the Supplier, expressly excludes any and all delays caused by the Supplier's lack of financial resources or insolvency, strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Supplier's employees or Subcontractors' employees, or governmental action taken in the enforcement of law specifically against the Supplier or its Subcontractors. 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.

28. DISPUTE RESOLUTION

28.1 All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement will be decided by mediation or arbitration, if the parties agree, or failing agreement, by the courts pursuant to Section 28.5.

28.2 Subject to Section 28.7, in the event that (i) the parties agree to arbitration pursuant to Section 28.1, the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.

28.3 If the parties agree to arbitration, the arbitration will take place in Vancouver, British Columbia and will be governed by the laws of British Columbia.

28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Supplier.

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- 28.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 28.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- 28.7 No arbitration pursuant to Section 28.2 will be binding on the City (but will, at the City's option be binding on the Supplier) until the Supplier has permitted the City to conduct an audit of the Supplier's records pursuant to generally accepted auditing standards.

29. GENERAL

- 29.1 **City Information/Approval.** No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Supplier (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Supplier. For greater certainty, any information provided by the City to the Supplier, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Supplier for information purposes only and must be independently verified by the Supplier unless the City otherwise agrees in writing.
- 29.2 **No Waiver.** No action or failure to act by the City will 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 City.
- 29.3 **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 will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will 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.
- 29.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.
- 29.5 **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.
- 29.6 **Further Assurances.** Each party will 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.
- 29.7 **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.

-
- 29.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the City and the Supplier.
- 29.9 **Joint and Several Liability of Joint Venture Participants.** If the Supplier 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 Supplier will be joint and several.
- 29.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and the Supplier and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.
- 29.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.
- 29.12 **Representation.** By executing this Agreement, the Supplier represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Supplier further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.
- 29.13 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable by the Supplier to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Supplier, whether such claim is at law or in equity or tort or on any other basis.

29.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized officers.

CITY OF VANCOUVER,
by its Authorized Signatory(ies)

Director of Legal Services

Director of Facilities and Design Management

[INSERT FULL LEGAL NAME OF THE SUPPLIER
By its Authorized Signatory(ies)

Authorized Signatory

Authorized Signatory

SCHEDULE A

SERVICES

Without limiting the Supplier's obligations under the Agreement, the Supplier will provide the Services set out in this Schedule A during the Term:

1. Pre-Delivery Services

The Supplier will perform the following Services (the "Pre-Delivery Services"):

(a) Shop Drawings and Product Literature

Prior to the City placing an order for any Products, the Supplier will deliver shop drawings, product literature and such other documentation that the City may require to confirm that each Product meets the Product Specifications. The review of such documentation by the City will be to confirm conformity with the Product Specifications and such review will not relieve the Supplier of responsibility for errors or omissions in such documentation or to deliver the Products in accordance with the terms and conditions of the Contract Documents including the Product Specifications.

(b) Site Meetings

The Supplier will attend site meetings at the Premises or at another location requested by the City as requested by the City in order to follow the progress of the Project. The City anticipates that the Supplier will be required to attend at least two meetings per calendar month between the Effective Date and the Delivery Date.

(c) Storage

If the City is not ready for the Supplier to deliver the Products on the Delivery Date then the Supplier will store the Products at the Supplier's Facility, or a comparable facility, at the Supplier's cost, until the City notifies the Supplier that it may commence delivery of the Product.

2. Delivery Services

The Supplier will perform the following Services (the "Delivery Services"):

(a) Delivery

The Supplier will deliver the Products to the Premises commencing on the Delivery Date. The Supplier will unload and temporarily store the Products as directed by the City.

(b) Temporary Products

If the Supplier is unable to deliver any Products to meet the deadlines set out in Section 8 of the Agreement then, without limiting the City's rights under Section 12.1 or 23.1(b) of the Agreement, the City may require the Supplier to provide temporary products (the "Temporary Products") at no cost to the City in order to enable the City to commence operations at the Premises. Under no circumstances will the delivery of Temporary Products by the Supplier relieve it of its obligations under this Agreement,

including the obligation to deliver Products which meet the Products Specifications. Where following the delivery of Temporary Products by the Supplier the City determines, acting reasonably, that the Supplier will not be able to deliver Products which meet the Product Specifications, the City may immediately exercise its rights under Section 12.1 or 23.1(b) of the Agreement.

(c) **Demonstration and Acceptance by City**

Upon completion of the Services set out in subsection (b) above, the Supplier will provide the City's Project Manager or other designated City personnel with a demonstration of the operation of each Product supplied by the Supplier and make any adjustments required by the City. If the City determines that any Product does not meet the Product Specifications, does not operate in accordance with the Manufacturer's specifications or is damaged in any way then the Supplier will take whatever steps are required to rectify the situation including, if necessary, replacing the Products.

(d) **Manuals and Warranty Documentation**

The Supplier will deliver all manuals, brochures and warranty documentation to the City's Project Manager on or before the date that the Supplier provides a demonstration of the Products pursuant to subsection (f) above.

(e) **Training**

The Supplier will provide the City's Project Manager or other designated City personnel with training on the proper use and care of all Products. The training will include instruction on operation, care, cleaning and preventative maintenance.

(f) **Warranty Services**

The Supplier will provide warranty service to the City on each Product supplied by the Supplier in accordance with the warranty terms and conditions specified by the City.

SCHEDULE B
SPECIFICATIONS
[TO BE ATTACHED]

SCHEDULE C
DRAWINGS
[TO BE ATTACHED]

SCHEDULE D
PRICING AND PAYMENT PLAN
[TO BE ATTACHED]

SCHEDULE E
INSURANCE CERTIFICATE
[TO BE ATTACHED]

SCHEDULE F
WORKSAFE BC CERTIFICATE
[TO BE ATTACHED]

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
PART D - FORM OF AGREEMENT

SCHEDULE G

PROPOSAL

[TO BE ATTACHED]

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

PART 1 **GENERAL**

1.1 **SECTION INCLUDES**

- A. Benches.
- B. Chairs
- C. Tables
- D. Bar Stools
- E. Railings.

1.2 **SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. Warranty: Manufacturer's standard warranty.

1.3 **DELIVERY, STORAGE, AND HANDLING**

- A. Delivery:
 - Proponents are required to provide the delivery lead time information after the receipt of the Purchase Order.
 - Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area. Keep materials in manufacturer's original, unopened containers.
- C. Handling: Protect materials and finish during handling.

1.4 **WARRANTY**

- A. Warranty Information:

-Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

-The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

- The manufacturer shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized representative.

-Normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

PART 2 PRODUCTS

2.1 A BENCHES

2.1.1 STYLE 1 Drawing Number: 2011-115-A-01 - See Annex 7 - Drawings

Style: Backed

Depth: 27 1/4 inches.

Overall Height: 33 3/4 inches.

Arm Height: With arms 27 3/4 inches.

Length: 21 1/2 inches.

Seat Pattern: Strap

Mounting: Surface mounted

2.1.2 STYLE 2 Drawing Number: 2011-115-A-02 - See Annex 7 - Drawings

Style: Backed

Depth: 27 1/4 inches.

Overall Height: 33 3/4 inches.

Arm Height: Armless.

Length: 21 1/2 inches.

Seat Pattern: Strap

Mounting: Surface mounted

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

2.1.3 MATERIALS

Seat Pattern: Horizontal Strap: For exterior or interior applications, constructed of steel straps 1-1/2" x 0.188".

Panel Supports: Strap Supports: End frames are 1" x 1" solid steel, joined by 1-1/2" diameter, 0.120" wall thickness tubular steel. Seat panels are perimeter welded to the end frames.

2.1.4 FINISHES

1. Primer: Rust inhibitor. A zinc phosphate pre-treatment to be applied.
2. An epoxy undercoat to be applied to all steel and aluminum. E-coat to be oven cured.
3. Topcoat: Two coats of thermosetting polyester powder coat. UV, chip, and flake resistant. Oven curing after each application.
4. All brackets and connectors to be finished with product parts to ensure colour uniformity.
5. Average film thickness to be six mils.
6. Colour: Black

2.2 B CHAIRS

2.2.1 STYLE

STYLE 1: Drawing Number: 2011-115-A-03 - See Annex 7 - Drawings

Style: Backed with Left Back

Depth: 21-3/4 inches

Overall Height: 29-1/2 inches

Seat Height: 18 inches

Length: 29 inches

Mounting: Surface mount

STYLE 2: Drawing Number: 2011-115-A-04 - See Annex 7 - Drawings

Style: Backed with Right Back

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

Depth: 21-3/4 inches

Overall Height: 29-1/2 inches

Seat Height: 18 inches

Length: 29 inches

Mounting: Surface mount

2.2.2 MATERIALS

Seat frame: Contoured seat panel support is constructed of type 319 or 356 ASTM B 26 aluminum sand casting.

Seat insert: Seat inserts are 0.135" thick (10 gauge) ASTM A569 carbon steel sheet with welded on stainless steel standoffs for bolting to seat frame.

Support column: Support post is 3" dia x 1/4" wall carbon steel tubing. Inner support column is stainless steel. Support column pieces are welded together.

Bearing: Cast bronze, to allow seat to rotate. **Option for non-rotating seat to be available.**

Surface Mount Plate: 1/2" thick carbon steel plate, welded to support column

Cover plate: Type 319 or 356 ASTM B 26 aluminum casting. Cover plate consists of two halves, bolted together with carbon steel Magni-coated screws.

Back support: Type 319 or 356 ASTM B 26 aluminum casting, bolted to seat frame with carbon steel Magni-coated screws.

2.2.3 FINISHES

1. Primer: Rust inhibitor on ferrous supports.
2. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
3. All brackets and connectors to be finished with product parts to ensure colour uniformity.
4. Colours:
 - Support column: Titanium
 - Seat frame: Titanium
 - Seat insert: Titanium
 - Surface mount/cover plate: Titanium
 - Back support: Silver

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SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

2.3 C TABLE

2.3.1 STYLE

Drawing Number: 2011-115-A-05 - See Annex 7 - Drawings

Height: _____ from grade to top of table: 29 inches.

Diameter: 30 inches, no umbrella hole

Mounting: Surface mount

2.3.2 MATERIALS

Table Tops: Type 304 stainless steel

Table Supports: Support: 2.5" outer diameter x 0.120" wall steel tubing welded to 18" diameter cast iron base.

Surface Mount. Welded on anchor tabs are 7 gauge HRP&O carbon steel, with (1) 7/16" diameter hole for anchoring. (3) anchor tabs per support.

2.3.3 FINISHES

1. Primer: Rust inhibitor.
2. Topcoat: Thermosetting polyester powdercoat. UV, chip, and flake resistant.
3. All brackets and connectors to be finished with product parts to ensure colour uniformity.
4. Colours:
 - Table top: Random DA finish
 - Table support: Black
 - Surface mount: Black

2.4 D BAR STOOLS

2.4.1 STYLE Drawing Number: 2011-115-A-06 - See Annex 7 - Drawings

Style: With right back

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SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

Depth: 21-3/4 inches

Overall Height: 40-1/2 inches

Seat Height: 29 inches

Length: 29 inches

Mounting: Surface mount

2.4.2 MATERIALS

Seat frame: Contoured seat panel support is constructed of type 319 or 356 ASTM B 26 aluminum sand casting.

Seat insert: Seat inserts are .135" thick (10 gauge) ASTM A569 carbon steel sheet with welded on stainless steel standoffs for bolting to seat frame.

Support column: Support post is 3" dia x 1/4" wall carbon steel tubing. Inner support column is stainless steel. Footrest is cast stainless steel. Support column pieces are welded together.

Bearing: Cast bronze, to allow seat to rotate.

Surface Mount Plate: 1/2" thick carbon steel plate, welded to support column

Cover plate: Type 319 or 356 ASTM B 26 aluminum casting. Cover plate consists of two halves, bolted together with carbon steel Magni-coated screws.

Back support: Type 319 or 356 ASTM B 26 aluminum casting, bolted to seat frame with carbon steel Magni-coated screws.

2.4.3 FINISHES

1. Primer: Rust inhibitor on ferrous supports.
2. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
3. All brackets and connectors to be finished with product parts to ensure colour uniformity.
4. Colours:
 - Support column: Titanium
 - Seat frame: Titanium
 - Seat insert: Titanium
 - Surface mount/cover plate: Titanium
 - Back support: Silver

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

2.5 E RAILINGS

2.5.1 STYLE 1: Basic unit - Drawing Number: 2011-115-A-07 - See Annex 7 - Drawings

STYLE 2: Expansion unit - Drawing Number: 2011-115-A-08 - See Annex 7 - Drawings

Style: Basic unit - 106" length:

Expansion unit - 48" length:

Top of rail: Bar top

Infill: Mesh Infill

Mounting: Surface Mount

2.5.2 MATERIALS

Support post: Carbon steel plate, 5/8" thick. Top mounting plate is 1/4" thick carbon steel sheet, welded to support post.

Splice lock: Type 319 or 356 ASTM B 26 aluminum casting.

Hardware: Carbon steel Magni-coated screws.

Bar top: Constructed of 6061 aluminum extrusion. Intermediate sections and end caps are 1" x 12".

Surface Mount Plate: 3/8" thick carbon steel plate, welded to support post

Cover plate: Type 319 or 356 ASTM B 26 aluminum casting. Cover plate consists of two halves, bolted together with carbon steel Magni-coated screws.

Mesh infill: Panel is formed of 3/4" #13F expanded steel, welded to a 5/8" x 7/16" carbon steel frame.

2.5.3 FINISHES

1. Primer: Rust inhibitor on ferrous supports.
2. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
3. All brackets and connectors to be finished with product parts to ensure colour uniformity.
4. Colours:
 - Support: Titanium

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

- Top colour: Silver
- Mesh infill: Titanium

2.6 SUMMARY OF PRODUCT QUANTITIES

Comox Helmcken Greenway - Schedule of Street Furniture				
Section	Product	Style	Drawing	Quantity
A	Bench	with arms	2011-115-A-01	25
		without arms	2011-115-A-02	12
B	Chairs	left back	2011-115-A-03	3
		right back	2011-115-A-04	3
C	Tables		2011-115-A-05	9
D	Bar Stools	right back	2011-115-A-06	4
E	Railings	Basic unit	2011-115-A-07	1
		Expansion unit	2011-115-A-08	2

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ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE

Existing Insurance Certificate will go here.

REQUEST FOR PROPOSAL NO. PS20130003
SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
ANNEX 3 - GENERAL CERTIFICATE OF INSURANCE

General Insurance Certificate will go here.

(please refer to Part B 2.17)

REQUEST FOR PROPOSAL NO.PS20130003
 SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT
 ANNEX 4 -DECLARATION OF SUPPLIER CODE OF CONDUCT

Purpose: All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorised signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorised signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC, Title of ILO convention/national law or other	Date of violation /conviction	Description of violation /conviction	Regulatory/ adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in disqualification of <insert proponent/vendor name>'s submission/quotation."

 Corporate Name of Applicant

 Name and Title of Authorised Signatory Signature

 Date

REQUEST FOR PROPOSAL NO.PS20130003

SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT

ANNEX 5 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City’s corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process. You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company’s internal operations and overall sustainability leadership.

Section 1: Fair Workplace Practices

- | | | |
|--|------------------------------|-----------------------------|
| 1. Does your company know the locations of 100% of the facilities that produce your products? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Does your company have a documented Supplier Code of Conduct or policy that sets internationally recognized minimum labour standards that you expect your suppliers to meet when manufacturing your products? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Tell us how your company verifies compliance to the standards in the Supplier Code of Conduct and/or Purchasing Policy. | | |
| a) We conduct third party audits of factories we work with | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We conduct internal audits of our supply chain and work with our supply base to resolve issues | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We publicly disclose the names and locations of our factories | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) We rely on a complaint-based system to identify supplier non-compliance | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Tell us which memberships you hold with organizations that work to promote fair and reasonable employment conditions for workers. | | |
| a) We are a member of Fair Labour Association or Social Accountability International or Worker’s Rights Consortium | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We are a member of Fair Factories Clearinghouse or Sedex | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We are a member of another organization that promotes fair and reasonable employment conditions | Please specify _____ | |

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SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT

ANNEX 5 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Section 2: Workplace Health & Safety, Wage Rates and Diversity

5. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management Systems/Programs:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us how you ensure fair wages and employee benefits

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors / suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We participate in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please specify _____

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SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT

ANNEX 5 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Section 3: Environmental Management & Stewardship

8. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

9. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facilities, our fleet and/or made process improvements to decrease GHG emissions and energy use.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible. Please specify the verification system :	<input type="checkbox"/> Yes	<input type="checkbox"/> No

10. Tell us how your company works to reduce waste in its daily operations.

a) We conduct regular audits to measure the total amount of solid waste generated by our facilities and have	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT

ANNEX 5 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

a waste reduction strategy

b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations Please specify additional materials recycled:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

11. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1 Fair Workplace Practices	Question 1	<ul style="list-style-type: none"> • Location details of factory locations
	Question 2	<ul style="list-style-type: none"> • A copy of Supplier Code of Conduct or policy
	Question 3	<ul style="list-style-type: none"> • A copy of third-party audit reports • A list of publicly disclosed factories
	Question 4	<ul style="list-style-type: none"> • Proof of membership
Section 2 Workplace Health and Safety	Question 5	<ul style="list-style-type: none"> • A copy of policy • Proof of safety management system certification
	Question 6	<ul style="list-style-type: none"> • Documentation of employee benefit packages and a list of those who receive benefits

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SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT

ANNEX 5 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

	Question 7	<ul style="list-style-type: none"> • A copy of policies
Section 3 Environmental Management and Stewardship	Question 8	<ul style="list-style-type: none"> • A copy of policy • Proof of environmental management system certification • A copy of public report
	Question 9	<ul style="list-style-type: none"> • Copy of public report • A copy of reduction targets and related results • Proof of LEED, BEEAMA, etc. certification
	Question 10	<ul style="list-style-type: none"> • Total tonnes of solid waste generated • A copy of reduction targets
	Question 11	<ul style="list-style-type: none"> • Copy of strategy/policy • A copy of reduction targets and related results • Copy of third-party audit/verification

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SUPPLY AND DELIVERY OF STREET FURNITURE FOR COMOX/HELMCKEN GREENWAY PROJECT

ANNEX 6 - PRICING

1.0 PRICING

<u>Product</u>	<u>Style</u>	<u>Quantity</u>	<u>Unit Pricing</u>	<u>Ext. Pricing</u>
Bench	with arms	25	\$	\$
	without arms	12	\$	\$
Chairs	left back	3	\$	\$
	right back	3	\$	\$
Tables		9	\$	\$
Bar Stools	right back	4	\$	\$
Railings	Basic unit	1	\$	\$
	Expansion unit	2	\$	\$
GRAND TOTAL OF ALL ITEMS			\$	

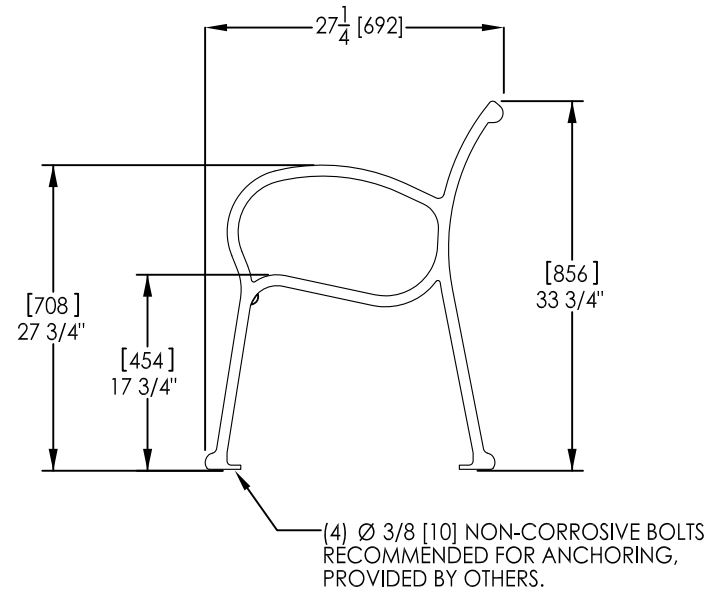
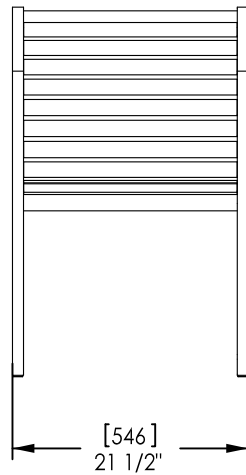
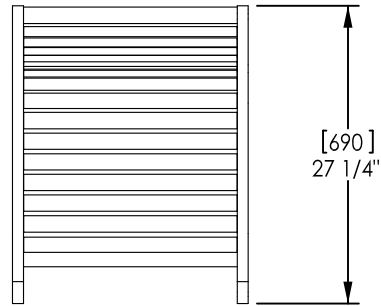
2.0 DELIVERY TIME

State the delivery lead time after receipt of Purchase Order: _____ Weeks.

Bench - with arms

Drawing Number: 2011-115-A-01

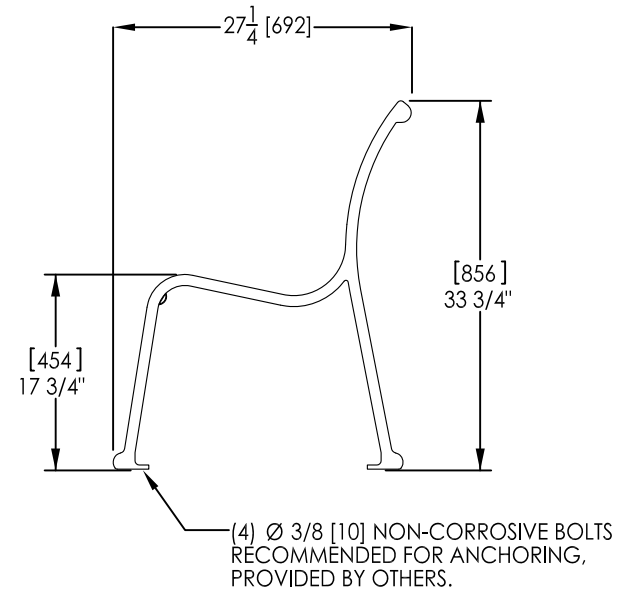
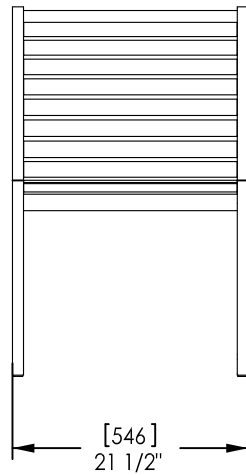
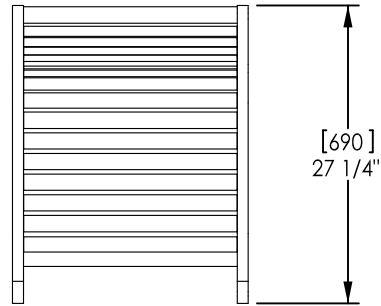
Bench, 21 1/2" wide, backed, with horizontal strap seat



Bench - without arms

Drawing Number: 2011-115-A-02

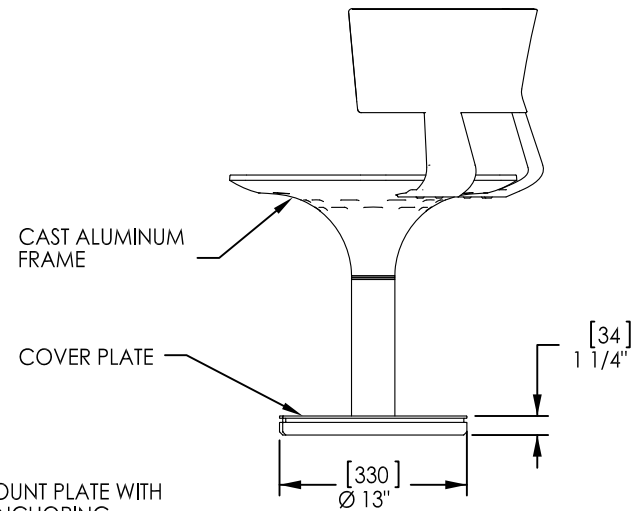
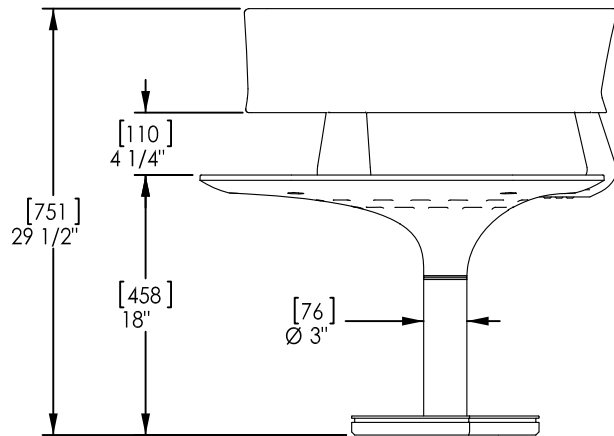
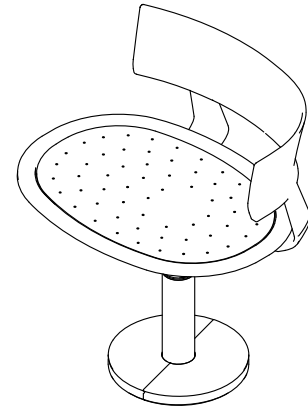
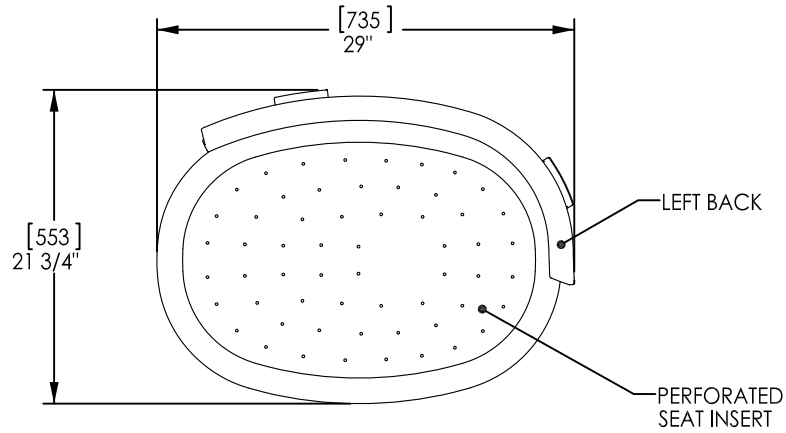
Bench, 21 1/2" wide, backed, with horizontal strap seat



Chair - left back

Backed Seat, Surface Mount, Left Back

Drawing Number: 2011-115-A-03

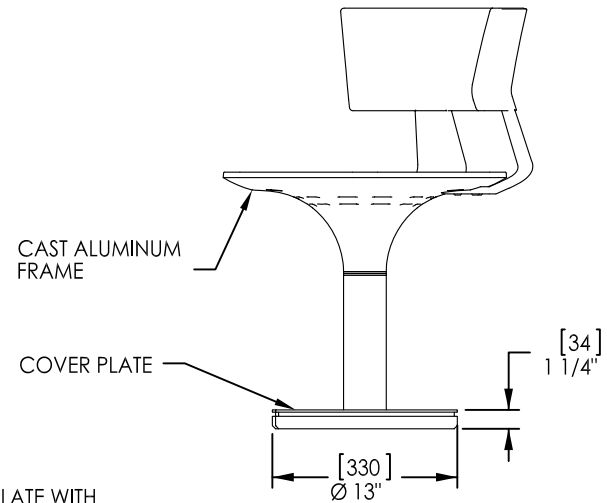
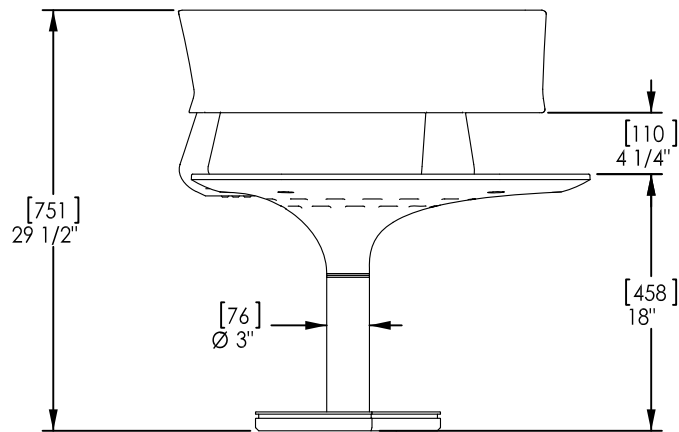
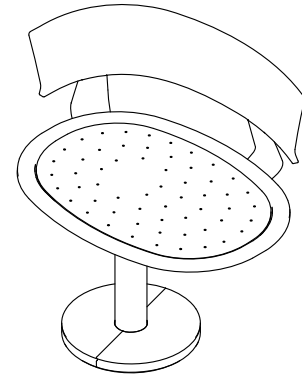
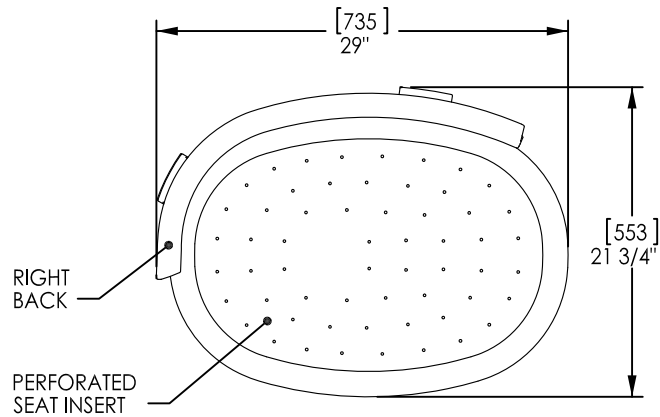


1/2" [13] THICK SURFACE MOUNT PLATE WITH (4) Ø1/2" [13] HOLES FOR ANCHORING. NON-CORROSIVE ANCHORING HARDWARE SUPPLIED BY OTHERS.

Chair - right back

Backed Seat, Surface Mount, Right Back

Drawing Number: 2011-115-A-04

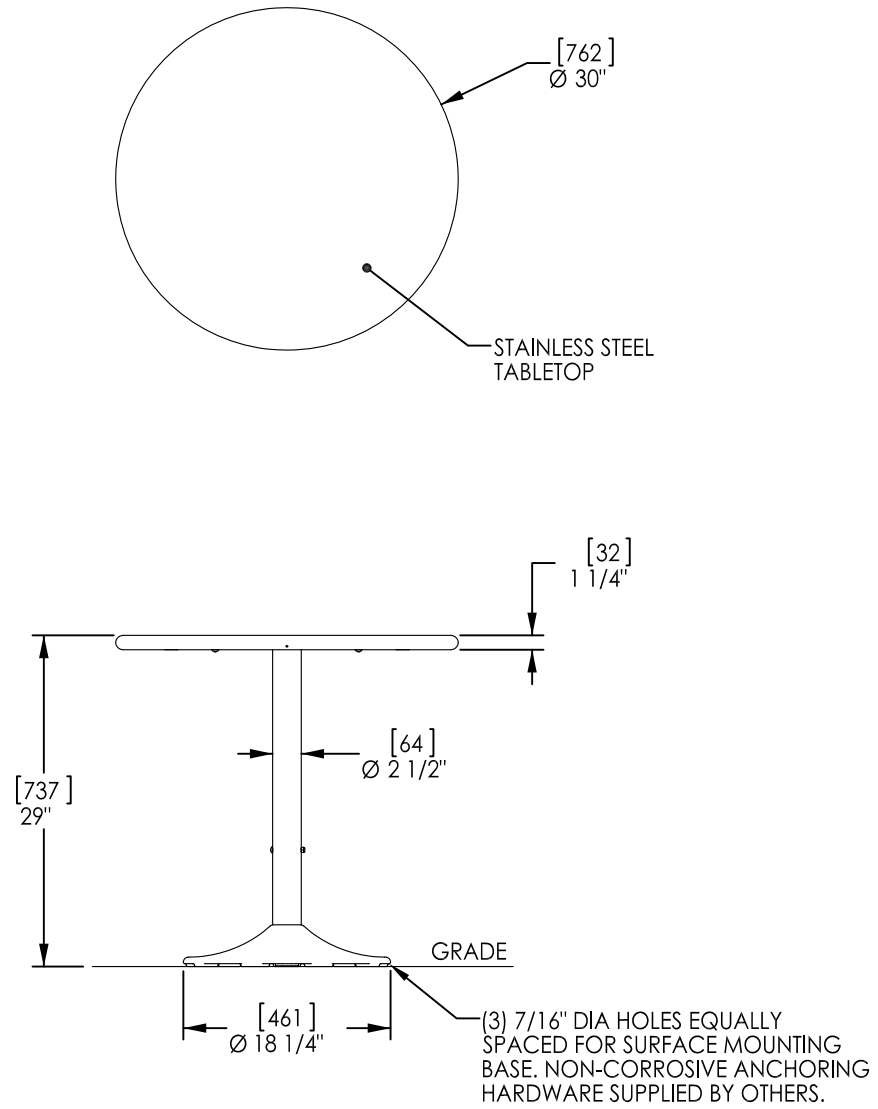


1/2" [13] THICK SURFACE MOUNT PLATE WITH (4) Ø1/2" [13] HOLES FOR ANCHORING. NON-CORROSIVE ANCHORING HARDWARE SUPPLIED BY OTHERS.

Table

30in Round Top, No Umbrella Hole, Surface Mount

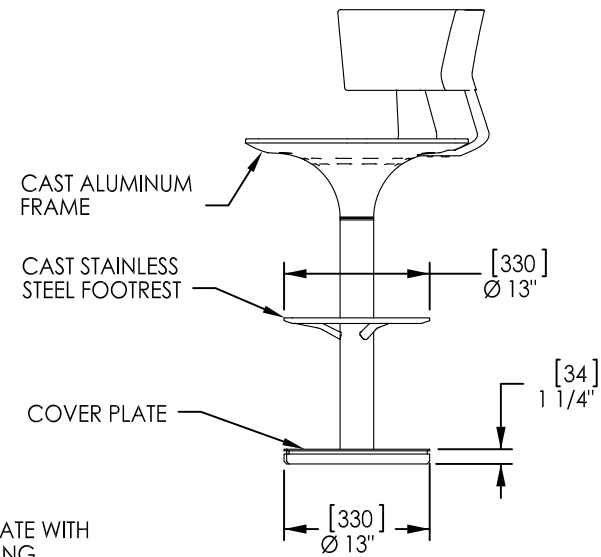
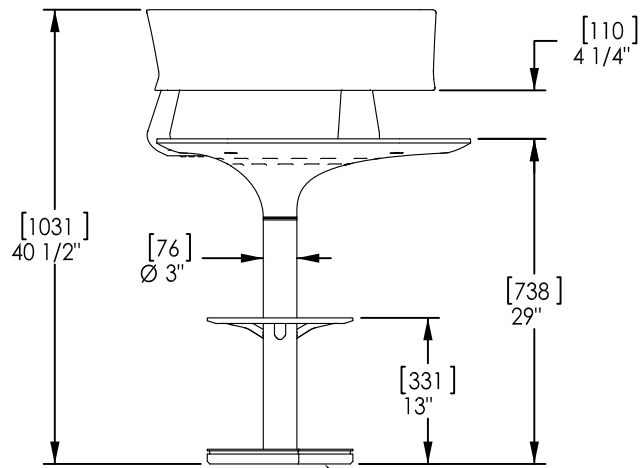
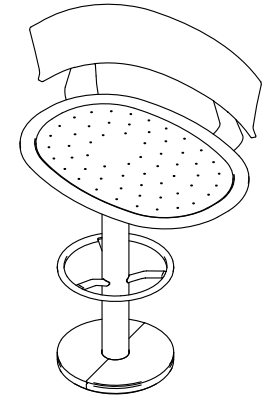
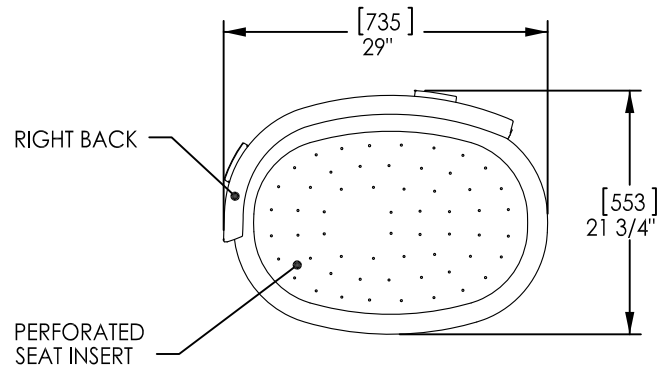
Drawing Number: 2011-115-A-05



Bar Stool

Backed Seat, Surface Mount, Right Back

Drawing Number: 2011-115-A-06



1/2" [13] THICK SURFACE MOUNT PLATE WITH (4) Ø1/2" [13] HOLES FOR ANCHORING. NON-CORROSIVE ANCHORING HARDWARE SUPPLIED BY OTHERS.

Railing - Expansion Unit

Bar Top Expansion Unit, Surface Mount, Mesh Infill

Drawing Number: 2011-115-A-08

