



# REQUEST FOR APPLICATIONS

## NETWORKING AND CABLING SERVICES

RFA No. PS20171533

Issue Date: February 13, 2018

Issued by: City of Vancouver (the "City")

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## PART A - INFORMATION AND INSTRUCTIONS

### 1.0 THE RFA

- 1.1 This Request for Application (the "RFA") provides an opportunity to submit applications for review by the City and, depending on the City's evaluation of such application, among other factors, to potentially negotiate with the City to enter into a standing contract for data communications and networking services which may be provided to the City during a period of approximately three to five years.
- 1.2 EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFA: (I) NO PART OF THE RFA CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFA IS LEGALLY BINDING ON THE CITY.
- 1.3 As noted above, this RFA concerns the City's interest in, from time to time, procuring data communications and networking services. As specific requirements are not known at this time, the City wishes to enter into standing contracts, in the form of Part D (each an "Agreement"), with a number of suppliers that have the interest and capabilities to provide such services. This would allow the City to call for required services, as and when the need arises. Further information regarding the services that are expected to be required is set out in Part B of the RFA.
- 1.4 The City is interested in selecting multiple applicants in this RFA (each an "Applicant") with the capability and experience to efficiently and cost-effectively meet the City's requirements. The City currently expects to select such Applicants and then enter into negotiations with such Applicants concluding in the execution of Agreements with them. However, the City may: (i) decline to select any Applicant; (ii) decline to enter into any Agreement; (iii) select only one Applicant; or (iv) enter into one or more agreements respecting the subject matter of the RFA with one or more Applicants or other entities at any time. The City may also terminate the RFA at any time.
- 1.5 In assessing Applicants, the City expects to consider the factors described in Section 8 below, among others.
- 1.6 NO BID SECURITY IS REQUIRED FROM APPLICANTS IN CONNECTION WITH THE SUBMISSION OF APPLICATIONS BECAUSE NO APPLICATION WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY AN APPLICANT TO THE CITY. THE LEGAL OBLIGATIONS OF AN APPLICANT THAT WILL ARISE UPON THE SUBMISSION OF ITS APPLICATION WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED IN APPENDIX 1 TO THE APPLICATION FORM (PART C).
- 1.7 The execution of any Agreement may be contingent on approval by the Vancouver City Council.
- 1.8 The RFA consists of four parts, plus appendices:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFA process for Applicants.
  - (b) PART B - EXPECTED SERVICES: This part describes the subject matter of the RFA, in respect of which the City invites Applications.
  - (c) PART C - FORM OF APPLICATIONS: This is the form in which the Applications should be submitted.

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- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “Form of Agreement”). Any Agreement resulting from the RFA is expected to be substantially in the form of the Form of Agreement.

**2.0 KEY DATES**

- 2.1 Potential Applicants should note the following key dates:

Event	Time and Date
RFA Issued	Tuesday, February 13, 2018
Deadline for Enquiries	8:00 pm, Tuesday, March 6, 2018
Closing Time	8:00 pm, Tuesday, March 13, 2018

- 2.2 All references to time in the RFA are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Application receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

**3.0 CONTACT PERSON**

- 3.1 All enquiries regarding the RFA must be addressed to:

Donna Lee, Buyer  
Donna.lee@vancouver.ca

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

- 3.3 **IF A POTENTIAL APPLICANT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL APPLICANT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL APPLICANT REGARDING THE MATTER.**

**4.0 SUBMISSION OF APPLICATIONS**

- 4.1 Applicants should submit their Applications 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 To be considered by the City, an Application must be submitted in the form set out in Part C (the “Form of Application”), completed and duly executed by the relevant Applicant.
- 4.3 Amendments to an Application may be submitted via the same methods, at any time prior to the Closing Time.
- 4.4 Applications are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.5 All costs associated with the preparation and submission of an Application, including any costs incurred by an Applicant after the Closing Time, will be borne solely by the Applicant.
- 4.6 Unnecessarily elaborate Applications are discouraged. Applications should be limited to the items specified in Part C of the RFA.

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- 4.7 The City is willing to consider any Application from two or more Applicants that wish to form a consortium solely for the purpose of submitting a joint Application in response to the RFA, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Application. Nonetheless, the City has a strong preference for Applications submitted by a single Applicant, including an Applicant that would act as a general contractor and use subcontractors as required.
- 4.8 Applications 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 Applicant, in the City's sole discretion.
- 5.0 CHANGES TO THE RFA AND FURTHER INFORMATION**
- 5.1 The City may amend the RFA or make additions to it at any time.
- 5.2 It is the sole responsibility of Applicants 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 RFA.
- 5.3 Applicants must not rely on any information purported to be given on behalf of the City that contradicts the RFA, as amended or supplemented in accordance with the foregoing Section 5.2
- 6.0 PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a three (3) year period, with two (2) possible one (1) year extensions, for a maximum total term of 5 years.
- 7.0 PRICING**
- 7.1 All prices quoted in any Application are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Applicant's proposed agreement.
- 7.3 Prices are to be quoted CIP, 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 similar costs are to be included in quoted prices
- 8.0 EVALUATION OF APPLICATIONS**
- 8.1 The City may open or decline to open Applications in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Applications submitted to it in accordance with the RFA will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Application or Applications offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Applicants' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Applicants' capabilities to meet the required Services (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, and (v) environmental or social sustainability impacts. Certain other factors may be mentioned in Part B or elsewhere in the RFA.

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Evaluation Criteria	Evaluation Weighting
Technical	40%
Quality Assurance	20%
Support	15%
Financial	20%
Sustainability	5%
Total	100%

- 8.3 The City will retain complete control over the RFA process at all times. The City is not legally obligated to review, consider or evaluate Applications, or any particular Application, and need not necessarily review, consider or evaluate Applications, or any particular Application in accordance with the procedures set out in the RFA. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Applications at any time without further explanation or notification to any Applicant.
- 8.4 Applicants may at any time 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 enter into discussions or negotiations with any one or more of the Applicants without having any duty or obligation to advise the other Applicants or to allow the other Applicants the same opportunity.
- 8.5 Prior to approval of an Application, the City must be satisfied as to the Applicant's financial stability. Applicants may be asked to provide financial statements prepared by an accountant and covering at least the prior two years. The City may also request that any proposed subcontractors undergo evaluation by the City.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 The City will retain complete discretion over the number of Applications to accept or the number of Agreements to enter into, if any. Once Agreements (if any) have been entered into, the City will also retain complete discretion over the allocation of work, if any, to or among successful Applicants and, in connection therewith, may use a ranked list, consistent with the rankings of Applicants in the evaluation process.
- 8.8 The City expects to evaluate and rank Applicants not only for the purpose of entering into standing Agreements and allocating work on the basis of such Agreements from time to time over a period of approximately three to five years as describe above, but also, as noted at Section 1.5 above, to produce a Pre-Qualification List of top-ranking Applicants, which could be invited to make submissions in procurement competitions limited to the listed Applicants. The City expects that it would maintain the Pre-Qualification List, without refreshing it or adding new entities to it for a period of approximately three years.

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9.0 For the avoidance of doubt, notwithstanding any other provision in the RFA, the City has in its sole discretion, the unfettered right to: (a) accept any Application; (b) reject any Application; (c) reject all Applications; (d) give precedence to an Application which is not the lowest-price Application; (e) accept an Application that deviates from the description of Services in Part B or the conditions specified in the RFA; (f) reject an Application even if it is the only Application received by the City; (g) accept all or any part of an Application; and (h) enter into one or more agreements respecting the subject matter of the RFA with any entity or entities at any time. Without limiting the foregoing, the City may reject any Application by an Applicant that has a conflict of interest, has engaged in collusion with another Applicant or has otherwise attempted to influence the outcome of the RFA other than through the submission of its Application.

10.0 CITY POLICIES

10.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's 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 and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Applicant is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Applications, to the extent applicable.

11.0 LIVING WAGE EMPLOYER

11.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign. As of the date of issuance of this RFA, the Living Wage for Vancouver is \$20.62, which includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Applicants should refer to the Form of Agreement attached as Part D to this RFA for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

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**12.0 CERTAIN APPLICABLE LEGISLATION**

- 12.1 Applicants 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 Suppliers to protect all personal information acquired from the City in the course of providing any service to the City.
- 12.2 Applicants should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Applicants 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.

**13.0 LEGAL TERMS AND CONDITIONS**

- 13.1 The legal obligations of an Applicant that will arise upon the submission of its Application are stated in this Appendix 1 to the Form of Application. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFA consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFA is legally binding on the City.

**POTENTIAL APPLICANTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING N APPLICATION.**



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**PART B - EXPECTED SERVICES**

**1.0 INTRODUCTION**

1.1 The purpose of this RFA is to prequalify a list of companies with capability and experience to efficiently deliver miscellaneous data cabling installations and services to the City, as if and when required, and as per the requirements and specifications set out herein. Services may be requested from the Supplier on an "on-call" basis or through a "Form of Terms Agreement" as Schedule C in the sample Standing Agreement.

1.2 Background

The City of Vancouver manages over 150 buildings that range from standard office buildings to heritage buildings. Here are some examples of buildings that will require the services:

- (a) Various Community Centre
- (b) Gathering Place
- (c) Carnegie Centre
- (d) Vancouver Public Library
- (e) Various Fire Halls
- (f) City Hall

The City's Project Manager shall confirm the work site with the Supplier for each job required and provide specific instructions for the Supplier to access the site.

**2.0 QUALIFICATION**

2.1 Supplier shall hold current manufacturer certified status and shall employ manufacturer certified and trained staff to perform installation of the cabling system at the City' sites.

**3.0 SERVICES AND ACCEPTANCE**

3.1 Specifically, the Installation of fiber and data cables is in existing buildings and facilities, troubleshooting services for both new and existing data cabling and planning and design work for data and fiber cables in existing and new facilities.

3.2 The standards spelled out in Section 3.0 Service and Acceptance (EIA/TIA standards) and Section 4.0 Product Specifications and Product Warranty specify the minimum requirements for structured cabling installations within commercial building spaces occupied by the City and its affiliates.

3.3 All cables and terminations of the Cable Plant shall be identified and labeled at all locations. For the jobs for the City's Network, all cables shall be labeled in an alpha-numeric scheme at all termination locations. All terminations shall comply with requirements of EIA /TIA -568B standard (and all associated addenda), and shall be tested for Category 6 or Category 5e performance depending on the requested standard. All cables should follow the existing labeling scheme. If the job is for a brand new building, the Supplier should check with COV/VPD's project manager before labeling the cable runs.

3.4 All work related to the City's Network must be initiated by the City's REFM Department or the City's IT Network Services or Vancouver Police Department (VPD). Before the work starts, the City will have a pre-work Orientation Health and Safety meeting with the Supplier. Both parties will review and discuss any known significant hazards. This meeting is to achieve:

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- (a) informing the supplier about the hazards that the user department knows about;
- (b) understanding the hazards the supplier will create;
- (c) abiding by the OHS regulations;

3.5 Detailed information of the work hazards is in Section 6 of this Scope of Work. Once the work is completed, Network Services will approve and sign off.

**4.0 PRODUCT SPECIFICATIONS AND PRODUCT WARRANTY**

4.1 For all the jobs, the Supplier shall confirm the product specifications with COV/VPD project manager when confirming the quote for the job.

4.2 For all the jobs for the City's Network, the Supplier shall follow the standards as stated below:

- (a) All copper horizontal UTP cabling (shall meet or exceed all applicable EIA/TIA 568 standards (including all addendums and technical service bulletins) for Category 6 or Category 5e performance depending on the requested standard.
- (b) Cabling shall be Category 6 UTP 4-pair, 24AWG solid; CMR rated cable and BLUE in Color unless otherwise specified. Some City sites may require Category 5e cabling.
- (c) Each horizontal cable shall extend from the Data closet/cabinet to the telecommunications outlet in the wall without a splice.
- (d) The maximum length of each cable run must not exceed 90 m.
- (e) All cabling is to be plenum.
- (f) Racks will include space and available termination points for at least 20 percent future cable drops
- (g) Horizontal UTP cabling shall terminate on rack mounted patch panels.
- (h) Cabling shall not be laid on ceiling grid structure, ceiling tiles or supported on any structure not specifically designed for supporting cables. Cables should be in available cable tray, suspended every 4 feet in drop ceilings using J or D hooks or in enclosed conduit. Cable support devices shall be independently suspended from or attached to building structure or walls. Cable sag between supports shall not exceed 12 inches. All cables shall be neatly bundled and secured with appropriately rated fasteners.
- (i) Cables should not be installed within 4-feet of transformers/motors, when running parallel of power conduits or fluorescent light fixtures maintain a 1 foot separation.
- (j) Provide 3-m loop of excess cable slack in telecommunications room and leave supported loop in ceiling space.
- (k) Testing shall be performed on the permanent link using the TIA/EIA-568-B.2-1 standard for the "Transmission Performance Specifications for 4-pair 100 ohm Category 6 Cabling" with an appropriate Class III instrument (e.g. Fluke DTX) to verify the integrity of all conductors and wiremap sequence. Provide testing with documentation of cable runs to meet specifications end-to-end.
- (l) Supplier shall warrant all supplied products, regardless of manufacturer, for a minimum of one year without limitation other than those stated herein. This warranty shall apply

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to all equipment malfunctions not caused by abuse or misuse by the City or its agents. This warranty shall include all equipment modified by the Supplier, as well as the modifications themselves.

- (m) Cabling will be required to provide data to access points. Vendor will provide parts, materials, installation and testing. Mounting of access points may also be required.
- (n) The Supplier shall make no penetration of floors, walls, ceilings, or any part of the building structure such as beams, girders, concrete, or partitions without the prior consent of the City of Vancouver. Where penetrations through acoustical walls, fire rated walls or other walls for cableways are required, the Supplier shall properly seal penetration in compliance with applicable codes.
- (o) The Supplier must leave the premises clean and neat including having all ceiling tiles in place after each work session.

## 5.0 SECURITY

5.2 The prequalified Suppliers shall obtain Security Clearance for Authorized Entry (Only successful Applicants will be required to provide the following, to be completed upon the award of the contract.). Vancouver Police Department (VPD) requires each individual who will be working in any of the VPD buildings to pass a police record check.

- (a) Police Information Check - Vulnerable Sector (PIC-VS)

refer to the following link to obtain related information and download the VPD Police Information Check form.

<http://vancouver.ca/police/organization/records-checksfingerprinting/index.html>

- (b) The cost associated with security clearance is the responsibility of the successful Applicant. (Applicants to ensure staffs will meet all requirements for the security screening. The cost of the screening is not returnable if the application is unsuccessful.)

## 6.0 HEALTH AND SAFETY

6.1 The Supplier shall conduct general maintenance and repair services in a safe and healthy work environment. The pre-qualified Supplier shall:

- (a) Review and familiarize with the completed Owners Anticipated Workplace Hazards document in Schedule 1.
- (b) Complete a Supplier Pre-Work Hazard Identification document indicating the hazards likely to be created by the work, the safety documentation currently held by the company and safety training of Supplier employees.
- (c) Comply with the Occupational Health and Safety Regulation (and others).
- (d) Be the Prime Contractor (as per Workers Compensation Act).
- (e) Provide WorkSafeBC clearance letter quarterly or annually to the City's Project Manager.
- (f) Supplier must provide records of any WorkSafeBC orders written against their own company to the City's Project Manager.

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**7.0 SERVICE HOURS, WORK SITE AND CITY'S CONTACT**

- 7.1 All maintenance/service work shall be performed during regular working hours from 7:00am to 3:30pm depending on the business locations. The Supplier must get the City's approvals on non-regular work hours which are subjected to overtime labor rates or off-hours work. Overtime work must be approved by the City in advance.
- 7.2 The Supplier shall response to the service call within 24 hours. Depending on the job size, the work should begin within 1 - 5 days as agreed by both parties.
- 7.3 COV Network Services will accompany the Supplier for the initial visit where future access will be arranged with the business.
- 7.4 There will be designated City staff to place the order for jobs at the City and VPD. Scope of work details for each individual project will be made available to the Supplier with each request for service.
- 7.5 The Supplier should obtain the ticket number and confirm the Purchase Order Number with the above authorized personnel at the City and VPD. All the invoices associated with the services must quote the ticket number, the Purchase Order Number and contact person.

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SCHEDULE 1 - OWNER'S KNOWN WORKPLACE HAZARDS

1.0 SCOPE

- 1.1 Supplier employees work in a variety of City owned infrastructure, from offices to recreation centres to vehicle repair centres to firehalls to crawl spaces and attics and utility vaults. There is the potential to encounter significant hazards at these sites and the likelihood of encountering a certain hazard is based on the scope of work. The majority of work is planned, not emergency in nature.

This Known Workplace Hazards document is a template document, to be provided to Suppliers, and their employees, completing work for the City of Vancouver.

Telecommunication Suppliers must not only receive this document, but must also be instructed on the following:

Communicate this document to your employees who will work for the City of Vancouver and identify the following highlights:

- (a) If, when you visit a City of Vancouver worksite, you have not been provided enough information and are unsure if the hazards exist, stop work and contact your supervisor with your specific concern.
- (b) Your supervisor will follow up with a City of Vancouver project manager to provide answers to your questions.
- (c) Your responsibility is to determine what hazards may exist at the site, based on general information provided in this document and your level of training.
- (d) If you have concerns about additional significant hazards that should be identified or clarified by the City of Vancouver, do not proceed with your work. Follow up with your supervisor/manager and ask for clarification from the City of Vancouver Project Manager.

2.0 ANTICIPATED WORKPLACE HAZARDS

2.1 Asbestos-Containing Materials

Drywall, ceiling tiles, pipe lagging (covering), tile flooring, cement-based siding, wallboard, roofing shingles and other surfaces may be asbestos-containing. For non-emergency work, disturbance or penetration of these surface types is not allowed prior to testing the surfaces for presence of asbestos. Supplier need to follow up with City Project Manager.

2.2 Lead Containing Materials

Lead-based paint is more prevalent in a commercial setting and more prevalent for outdoor applications, but it is not restricted to these work settings. Grinding, sanding or heating of lead based paint will create the hazard of airborne lead. For non-emergency work, disturbance or penetration of surfaces that may have lead paint is not allowed prior to testing the surfaces for presence of lead. Supplier need to follow up with City Project Manager.

2.3 Confined Space

Your work area is a confined space if it meets all four of the following criteria:

- (a) Enclosed or partially enclosed;

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- (b) Not designed or intended for continuous human occupancy;
- (c) Limited/restricted means for entry/exit complicating provision of first aid or rescue, and;
- (d) Large enough and so configured that a worker can enter to perform assigned work.

Examples of confined spaces that Suppliers may work in include utility vaults, crawl spaces or attics (without passive air ventilation), pipe chases and tunnels. Supplier employees are required to request a confined space risk assessment for the confined space prior to entering the space. Supplier need to follow up with City Project Manager.

Suppliers are responsible to ensure their employees are trained in confined space entry.

2.4 Fall Hazards

Fall hazards may exist for work on roofs (sloped or flat) or in a ceiling space. Fall protection is required any time a worker may be exposed to a potential fall in excess of 3 m (10 feet) or to a fall of less than 3 m (10 feet) which could result in serious injury. Independent of a Prime Supplier (Contractor) designation, the Supplier is responsible to ensure its' workers are trained in fall protection and using fall protection when working in any location where they may be exposed to a potential fall, as identified above.

2.5 Lock out

Lock out is required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic). Supplier employees are most likely to encounter work situations in which they must perform work on/or in proximity to electrical wiring, and electrical lockout may be required. Supplier employees must be trained in lockout, and must apply lockout to any systems that pose an energy risk to themselves or others.

2.5 Underground Utilities

Suppliers may encounter underground utilities if they are doing excavation work. Any excavation greater than four feet in depth must be adequately shored to prevent collapse of the excavation/injury to worker. A BC 1 Call must exist and plans must be available indicating location of underground utilities prior to excavation work beginning. Supplier employees will not enter an excavation greater than 4' in depth unless the excavation is shored.

2.6 Overhead Utilities (Power Lines)

Supplier employees may encounter overhead utilities (power lines) if working on a rooftop, from mobile equipment or while climbing a ladder or other method that puts the worker working at heights.

2.8 Vehicle Traffic

Work may take place in proximity to vehicle traffic. Any Supplier employees who may be at risk of being struck by a motor vehicle while working in a roadway are required to use traffic control procedures/plans.

2.9 Biohazards - Hypodermic Needles

2.10 Chemicals

The work location may have chemicals that could affect the Supplier employee(s). These chemicals should be identified by the Site Manager based on the scope of work and/or the

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building the work is being completed in. For example, if working in a recreation building with a pool, Supplier employees should be informed of the potential hazards associated with pool chemicals and the potential for an emergency evacuation related to a chemical release. While this is a rare occurrence, the potential hazards are significant and need to be communicated to contractor employees. The Site Manager is able to determine which chemicals may exist by visiting the [MSDS database](#). If the City owned building is not occupied by City employees, the Supplier must gather information about onsite chemicals from the City Project Manager.

2.11 Noise

Existing workplace noise hazards at or above 85 dB-A may include arterial traffic or equipment processes in mechanical rooms.

2.12 Other Hazardous Materials

- (a) Mould
- (b) Rodent droppings

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PART C - FORM OF APPLICATION

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**PART C - FORM OF APPLICATION**

RFA No. PS20171533, Contracting Services for Data Communications and Networking (the "RFA")

Applicant's Name: \_\_\_\_\_  
"Applicant"

Address: \_\_\_\_\_  
\_\_\_\_\_

Jurisdiction of Legal Organization: \_\_\_\_\_

Date of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Applicant, having carefully examined and read the RFA, 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 Application.

The Applicant further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Application.

IN WITNESS WHEREOF the Applicant has executed this Application Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title



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APPENDICES

The Form of Application includes the following attached Appendices:

- APPENDIX 1     Legal Terms and Conditions of RFA
- APPENDIX 2     Questionnaire
- APPENDIX 3     Pricing
- APPENDIX 4     Applicant's References
- APPENDIX 5     Certificate of Insurance
- APPENDIX 6     Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7     Corporate Sustainability Leadership Questionnaire
- APPENDIX 8     Sustainability Requirements Questionnaire
- APPENDIX 9     Personal Information Consent Form(s)
- APPENDIX 10    Subcontractors
- APPENDIX 11    Proposed Amendments to Form of Agreement
- APPENDIX 12    **Health and Safety Required Document**
- APPENDIX 13    Proof of WorkSafeBC Registration
- APPENDIX 14    Conflicts; Collusion; Lobbying

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APPENDIX 1  
LEGAL TERMS AND CONDITIONS OF RFA

**1.0 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

These legal terms and conditions set out the City's and the Applicant's legal rights and obligations only with respect to the RFA application 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 Applicant or otherwise apply as between the Applicant and the City following the signing of any such Contract.

**2.0 DEFINITIONS**

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

- (a) "Applicant" means the legal entity which has signed the Application Form, and "applicant" means any applicant responding to the RFA, excluding or including the Applicant, as the context requires.
- (b) "Application" means the package of documents consisting of the Application Form (including this Appendix 1), the Applicant's application submitted under cover of the Application Form, and all schedules, appendices and accompanying documents, and "application" means any application submitted by any applicant, excluding or including the Applicant, as the context requires.
- (c) "Application Form" means that certain Part C of the RFA, completed and executed by the Applicant, to which this Appendix 1 is appended.
- (d) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (e) "Contract" means a legal agreement, if any, entered into between the City and the Applicant following and as a result of the Applicant's selection by the City in the City's RFA process.
- (f) "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).
- (g) "RFA" means the document issued by the City as Request for Applications No. PS20171533, as amended from time to time and including all addenda.

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**3.0 NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFA or the Application Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Applicant or to any proposed subcontractor in respect of the RFA, its subject matter or the Application unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

**4.0 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT**

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 Applicant or to any of the Applicant's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process, or any contract or tort law duty to preserve the integrity of the RFA process. The Applicant 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 RFA process on this basis.

**5.0 EVALUATION OF APPLICATIONS**

**5.1 Compliance / Non-Compliance**

Any application which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFA, or which otherwise fails to conform to the RFA may or may not be rejected by the City at the City's sole discretion. The City may also invite an applicant to adjust its application to remedy any such problem, without providing the other applicants an opportunity to amend their applications.

**5.2 Reservation of Complete Control over Process**

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

**5.3 Discussions/Negotiations**

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

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**5.4 Acceptance or Rejection of Applications**

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

**6.0 PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Applicant**

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA 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 RFA process,
- (c) the Applicant preparing and submitting the Application;
- (d) the City accepting or rejecting the Application or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any application; addresses or fails to address any application or applications; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the applicant(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFA.

**6.2 Indemnity by the Applicant**

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Applicant 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 Applicant or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA 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 RFA process, or
- (c) liability on any other basis related to the RFA or the application process.

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**7.0 Limitation of City Liability**

In the event that, with respect to anything relating to the RFA or this application 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 Applicant or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant 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.

**8.0 DISPUTE RESOLUTION**

Any dispute relating in any manner to the RFA or the application 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 the Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) 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 Applicant and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Applicant will bear all costs of the arbitration.

**9.0 PROTECTION AND OWNERSHIP OF INFORMATION**

**9.1 RFA and Application Documents City's Property**

- (a) All RFA-related documents provided to the Applicant 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 Application, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application to the Applicant.

**9.2 Applicant's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Application, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFA, the City will treat the Application (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

**9.3 All City Information Confidential**

- (a) The Applicant 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 Applicant at any time (whether before, during or after the RFA process). Furthermore, the Applicant 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 Application.

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- (b) The Applicant 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 Application (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 Application (or any other submissions) including, without limitation, records relating only to the Applicant.

**9.4 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.5 Declaration as to no Conflict of Interest in RFA Process**

- (a) The Applicant confirms and warrants that there is no officer, director, shareholder, partner, employee or Supplier of the Applicant or of any of its proposed subcontractors, or any other person related to the Applicant'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: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Application by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.
- (b) The Applicant confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former supplier (contractor) of the City and who has non-public information relevant to the RFA obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

**9.6 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Applicant confirms and warrants that neither the Applicant nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFA would create a conflict of interest or the appearance of a conflict of interest between the Applicant's duties to the City and the Applicant's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

**9.7 Declaration as to No Collusion**

The Applicant confirms and warrants that:

- (a) the Applicant is not competing within the RFA process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Applicant is not cooperating in any manner in relation to the RFA with any other applicant responding to the RFA,

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

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9.8 Declaration as to Lobbying

The Applicant confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant 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; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFA or sought, other than through the submission of the Application, to influence the outcome of the RFA process,

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

10.0 GENERAL

- (a) All of the terms of this Appendix 1 to this Application Form which by their nature require performance or fulfillment following the conclusion of the application process will survive the conclusion of such process and will remain legally enforceable by and against the Applicant 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.
- (c) The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing its Application and participating in the RFA process.

11.0 INDEPENDENT LEGAL ADVICE

THE APPLICANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS APPLICATION FORM, INCLUDING THIS APPENDIX 1.

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**APPENDIX 2  
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below.

**Executive Summary**

In the space below, provide a brief executive summary of your Application.

**Applicant Overview**

In the space below, provide a description of the Applicant's company, purpose and history of successes. Please indicate whether your company has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

**General Requirements**

In the space below, describe how you would provide the Services.

**Key Personnel**

In the space below, identify and provide professional biographical information for the key personnel that would perform the Applicant's work, outlining their intended roles in performing the Services. If appropriate, also attach to this Form of Application as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

**Innovation**

Notwithstanding any other provision hereof, the City welcomes Application respecting innovative or novel approaches to performing the Services and may consider value-creating Application. In the space below, note any proposed innovative approaches to performing the Services.



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**Work Hours**

Work may need to take place outside normal business hours; please describe your ability to accommodate this requirement.

**Work Environment**

The City of Vancouver manages a large number of building types that range from standard office buildings with T-bar ceiling to heritage buildings. Please describe your experience in providing the requested services to this wide range of environments.

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**APPENDIX 3  
PRICING**

Complete this Appendix 3 - Pricing in the form set out below.

Applicant to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFA (as well as any other sections of the RFA imposing requirements as to pricing).

If Applicant is submitting its Application by email please ensure Appendix 3 - Pricing is provided as a separate file to the entire Application. If the Applicant is submitting its Application via envelope please ensure Appendix 3 - Pricing is provided in a separate sealed envelope.

This schedule of rates will apply to each request for service. Prices quoted will be exclusive of all applicable taxes, F.O.B. destination to the Work Site, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

**Labour rate excluding GST:**

Hourly Rate	Services
\$	Regular work hours: 7:00AM to 3:30PM, Monday to Friday, except Statutory Holidays (for emergency callout charge, minimum 2 hours)
\$	Saturday, and overtime outside of the regular work hours, maximum of 2 hours, Monday to Friday (for emergency callout charge, minimum 4 hours)
\$	Sundays, Statutory Holidays, and additional hours on weekdays defined in above item #2 (for emergency callout charge, minimum 4 hours)
\$	Stocked Service Van, for a call requiring site attendance
\$	Travel Time

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APPENDIX 3  
PRICING - MATERIAL

Below are examples of materials for pricing, add more materials in the table as needed.

Material	Unit	Price
Cat6 FT6 cable		
Cat6 RJ45 termination jack		
Cat5e FT6 Cable		
Cat5e RJ45 termination jack		
24 Port Unloaded Patch Panel		
48 Port Unloaded Patch Panel		

The above pricings include PST but excluding GST.

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**APPENDIX 4  
APPLICANT'S REFERENCES**

Please provide at least three (3) reference companies with contact information for which your company has done similar work and similar size of company. Complete this Appendix 4 - Applicant's References in the form set out below.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services Provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services Provided to this Client	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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APPENDIX 5  
CERTIFICATE OF EXISTING INSURANCE

Appendix 5 is to be duly completed and signed by the Applicant's 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 below and in the Form of Agreement, should the Applicant be selected as a successful Applicant. (Any successful Applicant 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.)

Insurance Requirement for prequalified Supplier as outlined in the Sample Form of Agreement  
Section 11.4 - Insurance

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CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND APPENDED TO THE APPLICATION

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

- THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
- NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

DESCRIPTION OF OPERATION \_\_\_\_\_

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD _____ From _____ to _____
√ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

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

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

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

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

7. PROFESSIONAL LIABILITY INSURANCE

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

*If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:* \_\_\_\_\_

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE \_\_\_\_\_

Dated \_\_\_\_\_

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

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**APPENDIX 6  
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

**Purpose:**

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest 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 suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of \_\_\_\_\_ (*vendor name*), I declare that I have

reviewed the SCC and to the best of my knowledge, \_\_\_\_\_ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, 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 law	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 no further consideration being given to the submission of \_\_\_\_\_ (*vendor name*).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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APPENDIX 7  
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Complete this Appendix 7 - Corporate Sustainability Leadership Questionnaire in the form set out below.



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APPENDIX 7

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As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

**For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.**

**For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.**

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

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APPENDIX 7

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**SECTION 1: ENVIRONMENTAL IMPACT**

*This section of the leadership questionnaire addresses the following:*

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

- Yes  No

If no, go to question 2.

If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

\_\_\_\_\_

2. Does your company measure its greenhouse gas (GHG) emissions?

- Yes  No

If yes, state total annual GHG emissions (tCO<sub>2</sub>e): \_\_\_\_\_

3. Has your company adopted GHG reduction targets or goals?

- Yes  No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

\_\_\_\_\_

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

- Yes  No

If yes, state the name of the 3<sup>rd</sup> party: \_\_\_\_\_

5. Does your company own buildings in Metro Vancouver?

- Yes  No

If no, skip to question 7.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. **Please limit answer to 400 words or less.**

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. building envelope improvements (e.g., insulation, windows)
- c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

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6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

- Yes                       No

If yes, state the name(s) of the 3<sup>rd</sup> party(ies) and type of recognition:

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7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

- Yes                       No

In no, skip to question 9.

If yes, please address the following questions:

a) what size is your fleet (including heavy off-road equipment)?

---

b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). Please limit answer to 250 words or less.

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8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

- Yes                       No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). Please limit answer to 250 words or less.

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9. Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. Please limit answer to 250 words or less.

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10. Does your company measure the total amount of solid waste generated by your operations annually?

- Yes                       No

If yes, state annual solid waste figures (kg or tonnes): \_\_\_\_\_

11. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

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12. Does your company have an office or operations recycling program in place?

- Yes                       No

If yes, which materials does your company recycle - check only those that apply:

- office paper
- plastic and glass containers
- soft plastic
- food waste/compostables
- batteries
- printer or toner cartridges
- Styrofoam
- IT equipment / electronics / mobile devices
- clean wood (e.g., pallets)
- metals

13. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

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14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

- Yes                       No

In no, skip to question 16.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal

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b. If the policy or code of conduct is publicly available, please provide a link to document:  
\_\_\_\_\_

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply**:

- Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- Office products (e.g., ECOLOGO; recycled; non-toxic)
- Printing services (e.g., Forest Stewardship Council certified paper and printer)
- Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- Other: (list)

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**SECTION 2: SOCIAL IMPACT**

*This section of the leadership questionnaire addresses the following elements:*

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

- Yes                       No

If yes, please state either:

- a) date of certification; OR
- b) date by which you expect to become certified

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2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

- Yes                       No

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If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

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3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below).

- Yes                       No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

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4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below)

- Yes                       No

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

---

b. Community Contribution Company (C3) (as defined in Section 3 below)

- Yes                       No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

- Yes                       No

If yes, state the name of the third party and date of certification or date of last review:

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6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 250 words or less.**

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**SECTION 3: DEFINITIONS**

**Living Wage Employer:**

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See [www.livingwageforfamilies.ca](http://www.livingwageforfamilies.ca) for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

**Social Enterprise:**

"Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada)." See [www.socialenterpriseinbc.ca](http://www.socialenterpriseinbc.ca).

In addition to having the aforesaid combined purpose, to qualify as a "Social Enterprise" for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

**Person with Barriers to Employment:**

A "person with barriers to employment" is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a "person with barriers to employment", the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

**Community Contribution Company (C3):**

"Community Contribution Company" means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to [www.fin.gov.bc.ca/prs/cc3](http://www.fin.gov.bc.ca/prs/cc3) for more information.

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APPENDIX 8  
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

INTENTIONALLY OMITTED



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APPENDIX 9  
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 9 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Application.

PERSONAL INFORMATION CONSENT FORM

Reference: RFA PS20171533

Title: Contracting Services for Data Communications and Networking

With the provision of my signature at the foot of this statement I, \_\_\_\_\_  
\_\_\_\_\_ (Print Name)

consent to the indirect collection from \_\_\_\_\_  
\_\_\_\_\_ (Print Name of Applicant)

of my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

\_\_\_\_\_) \_\_\_\_\_  
Signature ) Date

REQUEST FOR APPLICATIONS NO. PS20171533  
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 PART C - FORM OF APPLICATION

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**APPENDIX 10  
 SUBCONTRACTORS**

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Applicant proposes to use in carrying out its work under an Agreement, or state that the Applicant does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Applicant may be limited to using subcontractors listed in its Application. If the City objects to a subcontractor listed in an Application, the City may permit an Applicant to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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**APPENDIX 11**  
**PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 11 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

REQUEST FOR APPLICATIONS NO. PS20171533  
NETWORK AND CABLING SERVICES  
PART C - FORM OF APPLICATION

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APPENDIX 12

FINANCIAL STATEMENTS - INTENTIONALLY OMITTED

REQUEST FOR APPLICATIONS NO. PS20171533  
NETWORK AND CABLING SERVICES  
PART C - FORM OF APPLICATION

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APPENDIX 13 - Health and Safety Required Documents

The Applicant shall provide the following documents with their application:

Record
Safety Program
Personal Protective Equipment (PPE) Program
Respiratory Protection Program
Hearing Conservation Program
Lead Exposure Control Plan
Silica Exposure Control Plan
Confined Space Entry Program
Confined Space Entry Training Records
Fall Protection Training Records

REQUEST FOR APPLICATIONS NO. PS20171533  
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PART C - FORM OF APPLICATION

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APPENDIX 14  
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 13 to this Form of Application proof of valid WorkSafeBC registration and any WorkSafeBC orders written against your company in the past two years.

REQUEST FOR APPLICATIONS NO. PS20171533  
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PART C - FORM OF APPLICATION

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**APPENDIX 15  
CONFLICTS; COLLUSION; LOBBYING**

Complete this Appendix 14 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Application or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFA Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

REQUEST FOR APPLICATIONS NO. PS20171533  
CONTRACTING SERVICES FOR DATA COMMUNICATIONS AND NETWORKING  
PART D - FORM OF AGREEMENT

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PART D  
FORM OF AGREEMENT

See attached.



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# STANDING AGREEMENT

BETWEEN

<SUPPLIER NAME>

AND

CITY OF VANCOUVER

RELATING TO

RFA PS20171533 - NETWORK AND CABLINE SERVICES

DATED: <DATE>

---

## STANDING AGREEMENT

THIS AGREEMENT is made as of <[redacted]>

BETWEEN:

<[redacted]SUPPLIER NAME>, a <[redacted]corporation> organized under the laws of <[redacted]> and having an office at <[redacted]>

(hereinafter referred to as the "Supplier")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City").

WHEREAS the Supplier is in the business of providing network and cabling services;

AND WHEREAS the Supplier is desirous of being included on the City's internal list(s) of approved suppliers of network and cabling services, who may be contacted by the City from time to time to provide network and cabling services;

AND WHEREAS, in consideration of the terms and conditions set forth herein, the City wishes to include the Supplier on such list(s) so that the City may have the option of procuring products and installation services for network and cabling from the Supplier from time to time upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

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SAMPLE

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Agreement" means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City, including Terms Agreements;
- (b) "Business Day" means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (c) "Change in Control" means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (d) "City Policies" means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule D or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (e) "City's Manager" means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (f) "Competent Authority" means:
  - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign, (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
  - (ii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (g) "Confidential Information" means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
  - (i) this Agreement; or
  - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);

- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
  - (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
  - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
  - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
  - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (h) "Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or a Site;
- (i) "Contract Price" means amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of obligations under this Agreement, as detailed in Terms Agreements from time to time, which shall be in accordance with Schedule B, except as otherwise agreed in writing by the Parties;
- (j) "Defect" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
- (k) "Effective Date" has the meaning ascribed to such term in Section 2.1;
- (l) "Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (m) "Environmental Law" means any Law which imposes any obligations relating to:
- (i) the protection, management, conservation or restoration of the natural environment;
  - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and

- (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (n) "Force Majeure" means, exhaustively, any:
  - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
  - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;
- (o) "Good Industry Practice" means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (p) "Group" means:
  - (i) in respect of the Supplier, the group constituted from time to time by:
    - (A) the Supplier;
    - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
    - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
  - (ii) in respect of the City, the group constituted from time to time by:
    - (A) the City; and
    - (B) all bodies corporate directly or indirectly controlled by the City.
- (q) "Hazardous Substance" means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (r) "Key Project Personnel" means any persons named as such in an applicable Terms Agreement;
- (s) "Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any

Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;

- (t) "Living Wage" means the hourly wage established by the Living Wage Certifier from time to time during the Term, which, as of the Effective Date, is \$20.62 per hour, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (u) "Living Wage Certifier" means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Supplier in writing;
- (v) "Living Wage Employee" means any and all employees of the Supplier and Subcontractors of the Supplier that perform any part of the Supply on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (w) "OHS Requirements" means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (x) "Parties" means the City and the Supplier and "Party" means one of them or either of them, as the context requires;
- (y) "Permitted Purpose" has the meaning ascribed thereto in Section 15.3;
- (z) "Preferred Supplier" means a person named as such in an applicable Terms Agreement;
- (aa) "Proposal" means the Supplier's application dated <redacted>, submitted by the Supplier to the City in response to <redacted>;
- (bb) "Release" means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (cc) "Representative" means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (dd) "Safety Incident" means:
  - (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
  - (ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.
- (ee) "Sales Tax" has the meaning ascribed to such term in Section 16.1;
- (ff) "Supplier's Manager" means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;



- (gg) "Site" means each of the City worksites and other places at which any part of the Supply shall be performed, including a site specified in a Terms Agreement.
- (hh) "Social Enterprise" means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.
- (ii) "Student" means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Supplier or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- (jj) "Subcontractor" means any person named in a schedule to this Agreement or a Terms Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;
- (a) "Supply" means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (kk) "Taxes" means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (ll) "Terms Agreement" means a document substantially in the form of Schedule C setting out in relation to the particular Supply to be provided thereunder:
- (i) the particular work and deliverables to be delivered by the Supplier;
  - (ii) any items to be provided by the City to allow the Supplier to perform the Supply;

- (iii) the time schedule, including the Time(s) for Completion therefor;
  - (iv) any Preferred Suppliers;
  - (v) the Key Project Personnel therefor;
  - (vi) any specific Site(s) therefor; and
  - (vii) the price to be paid by the City therefor.
- (mm) "Time(s) for Completion" means the time(s) stated in a Terms Agreement by which a particular Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;
- (nn) "Variation" has the meaning ascribed to such term in Section 3.7(a); and
- (oo) "WCA" means the *Workers Compensation Act* (British Columbia), and the regulations thereunder.

## 1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

## 1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as *ejusdem generis* shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) "control" when used to describe a relationship between one person and any other person, has the following meanings:

- (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- (iii) the general partner of a limited partnership controls the limited partnership; and
- (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

#### 1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

- (a) Schedule A Scope of Goods and Services
- (b) Schedule B Prices for Supply
- (c) Schedule C Form of Terms Agreement
- (d) Schedule D City Policies

### ARTICLE 2 EFFECTIVENESS

#### 2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "Effective Date").

#### 2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section **Error! Reference source not found.**, this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.
- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

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**ARTICLE 3**  
**SUPPLY; GENERAL TERMS**

**3.1 Supply**

- (a) During the term of effectiveness of this Agreement, the City agrees to maintain the Supplier on its internal list(s) of approved suppliers of cabling and installation services, who may be contacted from time to time to supply cabling and installation services to the City.
- (b) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (c) Notwithstanding any other provision hereof, no Supply shall be provided to the City other than upon execution by each of the City and the Supplier of a Terms Agreement in respect of the particular Supply and receipt by the Supplier of a purchase order from the City relating to the particular Supply.
- (d) The City and the Supplier shall adhere to the following procedure in respect of Supply:
  - (i) First, the City may identify a need for Supply and, if it does so, it may complete a draft of the Terms Agreement and send the draft to the Supplier, leaving the price provisions blank.
  - (ii) Second, the Supplier, upon receipt of a draft Terms Agreement, shall promptly complete the price provisions of the draft Terms Agreement (provided that the price provisions must be completed consistently with Schedule B hereof) and otherwise amend and complete the Terms Agreement, have it executed on behalf of the Supplier by the Supplier's Manager, and return it to the City.
  - (iii) Third, the City shall review Supplier's finalized Terms Agreement, including price, and if it approves of the Terms Agreement, it shall have it executed on behalf of the City by the City's Manager and return it to the Supplier. If it does not approve, the City may in its discretion cease discussions with the Supplier in relation to the particular Supply or request that the Supplier propose a varied Terms Agreement.
- (e) The City makes no representations, warranties or covenants hereunder respecting the volume of Supply, if any, to be procured from the Supplier.

**3.2 Sufficiency and Competence of Personnel**

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

### 3.3 Standards and Requirements

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the City's written instructions relating to the particular Supply given in conformity herewith;
- (c) the applicable Terms Agreement;
- (d) the requirements of Schedule A (Scope of Goods and Services);
- (e) the City Policies; and
- (f) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in Sections 3.3(a) to 3.3(f) above in the order of priority in which such standards or requirements are listed (with Section 3.3(a) being of highest priority).

### 3.4 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

### 3.5 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply;
- (b) The Supply shall be fit for the use for which it is intended, and the Supplier warrants that it shall be without defects or imperfections and that any goods or works constituting part of the Supply shall function correctly and adequately, and without any need of repair or improvement, for at least <☒> months following the completion of the relevant Supply, or such defects, imperfections or failures to function correctly and adequately, shall be remedied by, or such repairs or improvements shall be undertaken by, the Supplier, without cost or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.
- (c) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of <☒> year[s] from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (d) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.

- (e) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (f) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (g) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.5 or to evidence the Supplier's compliance with this Section 3.5, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.5.

### 3.6 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) The City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.
- (c) The Supplier acknowledges and agrees that the City shall retain complete discretion over the allocation of work, if any, to or among the Supplier and others included on the City's internal list(s) of standing-offer suppliers and, in connection therewith, may use a ranked list, consistent with the City's ranking of applicants in the City's Request for Applications PS20171533.

### 3.7 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a change to the scope of the Supply expressed in Schedule A (Scope of Goods and Services) or to the items expressed in an applicable Terms Agreement, shall constitute a "Variation" and shall be governed by and subject to this Section 3.7.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price and the Time(s) for Completion, and thereafter:
  - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and

- (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price or the Time(s) for Completion, as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.7(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

### 3.8 Tests; Defects and Acceptance

- (a) When, in the Supplier's judgement, a given item of Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.
- (b) If the testing described in the foregoing Section 3.8(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.8(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

### 3.9 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
  - (i) payment therefor by the City;
  - (ii) its delivery to various sites; and
  - (iii) its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall 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 goods to the City, free and clear of all Encumbrances.

- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing provisions of this Section 3.9, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City.

### 3.10 Living Wage

- (a) Subject to Section 3.10(b), it is a condition of this Agreement that, for the duration of the Term the Supplier pays all Living Wage Employees not less than the Living Wage.
- (b) Notwithstanding Section 3.10(a), the Supplier has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- (c) The Supplier shall ensure that the requirements of Section 3.10(a) apply to all Subcontractors.
- (d) A breach by the Supplier of its obligations pursuant to Sections 3.10(a) and (c) shall constitute a material breach by the Supplier of this Agreement that shall entitle the City to terminate this Agreement in accordance with Section 12.2(c).
- (e) The Supplier shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
  - (i) the number of Living Wage Employees of the Supplier and each Subcontractor who were paid a Living Wage pursuant to this Section 3.11 during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Supplier pursuant to this Section 3.10; and
  - (ii) the total incremental costs incurred by the Supplier, including any amounts paid to Subcontractors, in order to fulfill its obligations pursuant to this Section 3.10 to pay a Living Wage to the Living Wage Employees described in Section 3.10(e)(i).



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**ARTICLE 4**  
**PREFERRED SUPPLIERS**

**4.1 Procurement of Supplies**

- (a) If so required by a particular Terms Agreement, the Supplier shall procure, in the name of and on behalf of the City those materials and/or services specified in the Terms Agreement as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) Where no particular materials and/or services are specified in as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply shall be procured by the Supplier in accordance with Good Industry Practice.
- (c) Every procurement referred to in Sections 4.1(a) and 4.1(b) shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

**4.2 Information Concerning Alternative Suppliers**

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or
- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

**4.3 Use of Alternative Suppliers**

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in the applicable Terms Agreement and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the applicable Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

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**ARTICLE 5**  
**CONTRACT MANAGERS**

**5.1 City's Managers**

- (a) The City hereby designates each of <redacted> and <redacted> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

**5.2 Supplier's Managers**

- (a) The Supplier hereby designates each of <redacted> and <redacted> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

**5.3 Designation of New Managers**

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

**ARTICLE 6**  
**SUPPLIERS' WARRANTIES AND COVENANTS**

**6.1 General 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 Supply;
- (b) the Supplier is a <redacted> duly organized, validly existing and in good standing under the laws of <redacted> and is lawfully authorized 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, licence, permit or understanding or other obligation or

restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;

- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;
- (e) all statements made by the Supplier in its Application are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof; and
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites,

and each of the foregoing representations and warranties shall be deemed to be repeated by the Supplier at the time of execution of each Terms Agreement.

## 6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;

- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, be and act as the prime contractor, and the Supplier assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

### 6.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

### 6.4 Covenants Regarding the Environment

- (a) The Supplier shall:
  - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
  - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
  - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
  - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are:
  - (i) reasonably required to carry out the Supply, and

- (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws).

The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

#### 6.5 Further Covenants Regarding the Sites

The Supplier shall:

- (a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
- (b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

#### 6.6 Covenants Against Encumbrances

- (a) The Supplier shall keep each Site, and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to the goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

#### 6.7 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall 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.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived 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 be seen to impair or qualify the Supplier's provision of the Supply.

## ARTICLE 7 PERSONNEL

### 7.1 Separate Personnel

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

### 7.2 Changes in Personnel

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

### 7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
- (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
  - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
  - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
  - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
- (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or

- (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the relevant Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and the Supplier in relation to specific individuals or positions to be filled from time to time.

#### ARTICLE 8 REPORTING

##### 8.1 Assistance Regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

##### 8.2 Other Reports

The Supplier shall provide any additional reports and information regarding the Supply or the Site reasonably requested by the City at any time.

#### ARTICLE 9 PAYMENT; AUDITS

##### 9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
  - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and

any other incidental costs and all such costs shall be deemed to be included in the Contract Price.

- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the prices stated in each Terms Agreement and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price established by the applicable Terms Agreement (including without limitation for escalation in the prices of materials and labour), except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

## 9.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
  - (i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;
  - (ii) an itemized list of the amounts owing;
  - (iii) the invoice date and the time period to which the invoice relates;
  - (iv) a description of the portion of the Supply to which the invoice relates;
  - (v) the total amounts payable under the invoice and details of any applicable taxes;
  - (vi) Purchase Order Number;
  - (vii) City's Project Manager and work flow person; and
  - (viii) such other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern any Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

## 9.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca), or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.



- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

#### 9.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

#### 9.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

#### 9.6 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of the relevant Supply or the earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of the relevant Supply or the earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the relevant Supply, then the costs of the relevant audit shall be for the account of the Supplier.

#### 9.7 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

**ARTICLE 10**  
CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY

**10.1** Scheduled Items

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in an applicable Terms Agreement, to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Terms Agreement as being required to be supplied by the City.

**10.2** Other Information

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

**10.3** Decisions in Writing

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

**10.4** Access to the Site

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the date established in a Terms Agreement for the provision of the Supply at the Site, and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement, for so long as the City deems reasonable.

**ARTICLE 11**  
LIABILITY AND INSURANCE

**11.1** Covenants of Indemnification by the Supplier

(a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:

- (i) any:
  - (A) damage to the Site or any part thereof, or any property whether located at the Site or otherwise, which occurs during the provision of the Supply;
  - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
  - (C) damage to the natural environment, including any remediation cost recovery claims;
  - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;

- (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
  - (F) failure by the Supplier to fully comply with the provisions of this Agreement;
  - (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
  - (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
  - (I) breach of the warranties of the Supplier contained herein,  
in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or
  - (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
- (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

## 11.2 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to ARTICLE 11, the following provisions shall apply:

- (a) subject to Sections 11.2(b), 11.2(c) and 11.2(d) below, where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
  - (i) approval by any relevant insurers (without prejudice to Section 11.2(f)); and
  - (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.2(a) above:
- (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
  - (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
  - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
- (i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.2(a) above; or
  - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.2(a) and 11.2(b) above;
- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.2(a) above applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
- (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
  - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;

- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

### 11.3 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than five (\$5) million per occurrence and at least five (\$5) million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Commercial General Liability ("CGL") Insurance should include:
  - Personal Injury
  - (i) Sudden & Accidental Pollution Liability (minimum 120 hour notice);
  - (ii) Products & Completed Operations Liability;
  - (iii) Contractual Liability;
  - (iv) Employees as Additional Insured; and
  - (v) Non-owned Auto Liability.

The Supplier should also have Auto Liability Insurance of five (5) million per occurrence. The Supplier should also have All Risk Property Insurance that will carry:

- (i) Supplier's Equipment
  - (ii) Coverage for materials that could be lost, stolen, vandalized, during the installation process, and
  - (iii) A waiver of subrogation in favour of the City.
- (c) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
  - (d) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.3(a).
  - (e) The cost of the insurances arising under this Section 11.3 shall be deemed to be incorporated into the prices specified in Schedule B and the prices specified in any Terms Agreement.
  - (f) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 11.3 have been taken out and are being maintained.

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**ARTICLE 12**  
**FORCE MAJEURE; TERMINATION**

**12.1 Force Majeure**

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
  - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
  - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 30 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 30 days.

**12.2 City Suspension and Termination Rights**

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing any Supply, minimize expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 15 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of any Supply and to minimize expenditure, including complying with any instructions from the City as to how to do so.

- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 15 days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if:
  - (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
  - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

### 12.3 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

### 12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
  - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
  - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access

cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;

- (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
  - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with 12.4(a) and its reasonable demobilization costs, up to a maximum of \$2,000.00, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with the applicable Terms Agreement.

#### 12.5 Other Surviving Rights and Liabilities of Parties

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.5 and 9.6 and ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

### ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING

#### 13.1 Assignment

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

#### 13.2 Subcontracting

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability



and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.

- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 14  
INTELLECTUAL PROPERTY**

**14.1 Assignment - Intentionally Omitted**

**ARTICLE 15  
PRIVACY; CONFIDENTIALITY**

**15.1 *Freedom of Information and Protection of Privacy Act***

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.

**15.2 No Promotion**

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

**15.3 Confidentiality Obligations**

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "Permitted Purpose"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this Article 15.

**15.4 Disclosure to Representatives**

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

**15.5 Disclosures Required by Law**

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

## 15.6 Other Disclosures by the City

The City's obligations under this ARTICLE 15 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 15, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

## 15.7 Interpretation; Enforcement and Survival

- (a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under ARTICLE 14.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

## ARTICLE 16 TAXES

### 16.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, the "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

### 16.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.

- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a).

#### ARTICLE 17 DISPUTE RESOLUTION

##### 17.1 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

##### 17.2 Arbitration

- (a) In the event that Parties agree to arbitration pursuant to Section 17.1:
- (i) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
  - (ii) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
  - (iii) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

#### ARTICLE 18 MISCELLANEOUS

##### 18.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

##### 18.2 Costs

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

##### 18.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 18.3(a) or ARTICLE 11, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

##### 18.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements,

express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

#### 18.5 Amendments and Waiver

Subject to Section 3.7, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

#### 18.6 Notices

- (a) Any order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party (including as designed in writing hereinbelow) at the relevant address or facsimile number listed below:

- (i) If to the Supplier:

<Supplier Name>  
<address>

Attention: <>  
Email: <>

- (ii) If to the City:

City of Vancouver  
Department  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Attention: <>  
Email:

or such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.3 or as otherwise specified in the relevant City purchase order.

- (b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(a) shall be conclusively deemed to have been given:

- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business

Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

#### 18.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
  - (i) as otherwise agreed by the Parties pursuant to ARTICLE 17; and
  - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

#### 18.8 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

#### 18.9 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

[The remainder of this page is intentionally left blank.]

18.10 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

18.11 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

18.12 Voluntary Agreement

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

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 signatories:

SUPPLIER NAME

By: _____	_____
Signature	Print Name and Title
_____	_____
Signature	Print Name and Title

CITY OF VANCOUVER

By: _____	_____
Signature	Print Name and Title
_____	_____
Signature	Print Name and Title
_____	_____
Signature	Print Name and Title

SCHEDULE A  
SCOPE OF GOODS AND SERVICES

*[The scope of the Supplier's Supply shall be clearly expressed in this Schedule A; provided that some specifics may be left to individual Terms Agreements.]*

SAMPLE

SCHEDULE B  
PRICES FOR SUPPLY

SAMPLE



SCHEDULE C  
FORM OF TERMS AGREEMENT

TERMS AGREEMENT

THIS TERMS AGREEMENT is made as of <[Date]>, 20<[Year]>

BETWEEN:

<[Supplier Name]>, a <[Type of Corporation]> organized under the laws of <[Province/Country]> and having an office at <[Address]>

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City")

PURSUANT AND SUBJECT TO that certain Standing Agreement between the Supplier and the City dated as of <[Date]> (the "Standing Agreement").

1. Capitalized terms used herein but not defined herein have the respective meanings ascribed thereto in the Standing Agreement.
2. The Supply to which this Terms Agreement applies, and the requirements to be achieved by the Supplier in relation thereto are the following:

SPECIFIC WORK AND DELIVERABLES:

*[NOTE: Set out above the work or projects to be undertaken and/or the certain specific, measurable outcomes, which the supplier is to achieve.]*

ITEMS TO BE PROVIDED BY THE CITY:

*[NOTE: List above the personnel, equipment, facilities, services and information to be provided by the City. If none, write "None".]*

SCHEDULE AND TIME(S) FOR COMPLETION:

[NOTE: Describe above the time for the completion of the supply and any applicable milestones to be achieved by particular dates prior to the completion of the supply.]

PREFERRED SUPPLIERS:

[NOTE: Name preferred suppliers above and give details if applicable. If not, write "None".]

KEY PROJECT PERSONNEL:

[NOTE: List above key individuals responsible for the supply, if applicable. If none, write "None".]

PRICE:

[NOTE: Above, specify clearly the price provisions.]

3. Supplier's Offer

Subject to the terms and conditions of the Agreement, the Supplier hereby offers to perform the Supply described above, upon the terms and conditions described above, and for the price specified above.

Signature on behalf of the Supplier:

\_\_\_\_\_ Date: \_\_\_\_\_

4. City's Acceptance

Subject to the terms and conditions of the Agreement, the Supplier is hereby directed to promptly proceed with the Supply described above, upon the terms and conditions described above, and for the price described above.

Signature of the City's Project Manager:

\_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

SCHEDULE D  
CITY POLICIES

1. The City's Supplier Code of Conduct referred to on page <666> of <666>.

SAMPLE

**SCHEDULE E - PRIME CONTRACTOR ("SUPPLIER") AGREEMENT  
TO BE COMPLETED BASED UPON AWARDED CONTRACT**

**DEFINITIONS:**

Owner	The City of Vancouver. According to the <i>Workers Compensation Act (Part 3, Division 1)</i> .
Prime Contractor	A contractor designated by the owner (City) to be the Prime Contractor on a project with respect to occupational health and safety only.

**RESPONSIBILITIES:**

## Prime Contractor Candidate

- Provide a copy of their WCB "Clearance Letter", a signed copy of this document and all other documents requested in the tender.

The Prime Contractor will notify the City of any changes of status with the WCB during the course of the project.

## Prime Contractor

After the Prime Contractor has been designated and before work has commenced, the Prime Contractor shall:

- Conduct all necessary and appropriate inquiries of all relevant City staff and records as the City's authorized agent in order to verify in writing to the City that the City has given to the contractor all information known to the City that is necessary to identify and eliminate or control hazards to the health and safety of persons at the site.
- Carefully review, and plan to address, all hazards identified in the Owners List of Known Workplace Hazards and the Contractors Pre-Work Hazard Identification documents
- Review and complete the Pre-Job Meeting Form (Appendix D) with the Project Manager.
- Maintain and make available, the documents listed on the Pre-Job Meeting Form, where applicable.
- Inform all other employers at the workplace of their designation as Prime Contractor for the project.
- Coordinate all occupational health and safety activities for the project.
- Establish and maintain a system or process that will ensure compliance with the WCB OH&S Regulation when visitors (i.e. couriers, inspectors, suppliers, etc.) enter a multiple-employer workplace. The Prime Contractor will thus be responsible for site orientation and hazard communication.
- Establish and maintain a system or process that will ensure compliance with the *Workers Compensation Act (Part 3, Section 118)* and the WCB OH&S Regulation.
- Maintain a current list of persons that each sub-trade (employer) has designated to be responsible for that employer's health and safety activities.
- Ensure or coordinate first aid equipment and services as required by the WCB OH&S Regulation.
- On a Construction Project, submit the Notice of Project (NOP) to WorksafeBC a minimum of 24 hours before construction commences. (See WCB OH&S Regulation section 20.2 for the general requirements of a Notice of Project.)

- On a Construction Project, provide the information listed in WCB OH&S Regulation section 20.3(4).
- On a Construction Project, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.

**Prime Contractor’s Qualified Coordinator (Construction Only)**

- Coordinate all health and safety activities for the project.
- Ensure that all workers at the workplace are informed of workplace hazards, from both the pre-contract hazard assessment and from ongoing work activities of all employers at the workplace.
- Ensure hazards are addressed throughout the duration of the work activity.
- Post workplace drawings showing where first aid is located, emergency transportation system for injured workers, and evacuation marshalling points.
- Ensure that regular workplace safety meetings are held and documented.
- Know who all other contractors’ Qualified Persons are.

**DESIGNATION:**

By signing this agreement, the contractor accepts all responsibilities of a **Prime Contractor** as outlined in the City’s Multiple-Employer Workplace / Contractor Coordination Program (2003), *Workers Compensation Act (Part 3, Division 3, Section 118)*, and WCB OH&S Regulation.

As a contractor signing this agreement with the City, I agree that the company I represent, its’ management staff, supervisory staff and workers will comply with the Workers’ Compensation Board (WCB) Occupational Health and Safety Regulation and the *Workers Compensation Act (Part 3, Division 3, Section 118)*.

Any WCB violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understood the information above.

By signing this agreement, I agree as a representative of the firm noted below, to accept all responsibilities of the **Prime Contractor** for this project.

Contract #: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Qualified Coordinator’s Name: \_\_\_\_\_ *(For Construction Projects Only)*

Signature of Prime Contractor: \_\_\_\_\_

## SCHEDULE F

CONTRACTOR'S ("SUPPLIER'S") PRE-WORK HAZARD IDENTIFICATION FORM  
TO BE COMPLETED BASED UPON AWARDED CONTRACT

**CONTRACT TITLE****PROJECT MANAGER (CITY EMPLOYEE)****CONTRACTOR REPRESENTATIVE****CONTRACT NAME & #****Purpose**

This document shall be completed by the contractor awarded the contract, who shall identify all the known and potential work process hazards associated with the contract. The contractor, who is responsible for all identified actions, shall provide a completed Contractors Pre-Work Hazard Identification (CHI) document to the Project Manager (City employee) for review and consultation before the contract work begins.

**Reference Material**

In order to complete this document, the contractor should reference a completed copy of the **List of Known Workplace Hazards**, initially provided with the tender package. The contractor is also responsible to reference any **Hazardous Materials Assessments**, provided by the City with the tender package, and possibly referenced in the List of Known Workplace Hazards document.

**Instructions for Completion**

The document must be completed in full. Choices for each entry are:

- Y - Yes - this work process or worksite hazard will exist for this contract and are the responsibility of the contractor
- N - No - Even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor
- NA - Not Applicable - the work process or worksite hazard is not applicable for this contract
- TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

Each grouping of safety hazards or issues in this document (bold text, capitalized) may list some examples of work tasks where this hazard may be encountered. These examples are not conclusive; there may be other examples of work tasks that create this hazard or issue.

**Documentation and Training Requirements**

During the contract term, the contractor may be requested by the City of Vancouver, and shall provide documented evidence for items identified with a **(D)** in this document.

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.

For any identified hazard marked with a **(T)**, the contractor is responsible to train their employees.

HAZARD OR ISSUE	Contractor Confirmation
<p>1. <b>ASBESTOS-CONTAINING MATERIALS</b> - disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services.</p>	<p>Yes (Y) No (N) Not Applicable (NA) or To Be Determined (TBD)</p>
<p>a) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in the tender package</p>	<p>Y N NA TBD</p>
<p>b) We will provide a written hazardous materials assessment for asbestos</p>	<p>Y N NA TBD</p>
<p>c) We have a written Asbestos Program <b>(D)</b></p>	<p>Y N NA</p>
<p>d) As Prime Contractor, we will submit a Notice of Project Asbestos(NOP-A) to WorksafeBC at least 24 hours in advance of the project startup</p>	<p>Y N NA</p>

<p>1. <b>LEAD-CONTAINING MATERIALS</b> - disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in the tender package</p>	<p>Y N NA TBD</p>
<p>b) We will provide a written hazardous materials assessment for lead</p>	<p>Y N NA TBD</p>
<p>c) We have a written exposure control program for Lead <b>(D)</b></p>	<p>Y N NA</p>

<p>2. <b>OTHER HAZARDOUS MATERIALS</b> - may include PCBs, CFCs, molds, mercury, ozone depleting substances (ODS), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package</p>	<p>Y N NA TBD</p>
<p>b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package</p>	<p>Y N NA TBD</p>
<p>c) We will provide a hazardous materials assessment for (insert hazardous material type here)</p>	<p>Y N NA TBD</p>
<p>d) We will provide a hazardous materials assessment for (insert hazardous material type here)</p>	<p>Y N NA TBD</p>

<p>3. <b>CONFINED SPACES</b> - working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package</p>	<p>Y N NA TBD</p>
<p>b) We have a written confined space entry program <b>(D)</b></p>	<p>Y N NA</p>



c) Our employees have received confined space training <b>(T)</b>	Y N NA
d) We shall complete a confined space hazard assessment specific to the work to be performed <b>(D)</b>	Y N NA
e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work <b>(D)</b>	Y N NA
f) We shall identify and record isolation points <b>(D)</b>	Y N NA
g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances <b>(D)</b>	Y N NA
h) We will provide for the services of rescue persons	Y N NA

If yes to g), provide brief description:

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4. <b>LOCK OUT</b> - industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.	Yes (Y) No (N) or Not Applicable (NA)
a) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y N NA
b) We will perform work on, or near, energized equipment, lines or circuits	Y N NA

Note: If yes to a) or b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.  
 If yes to a) or b) describe:

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6A. <b>FALL PROTECTION</b> - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y N NA
b) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection <b>(D)</b>	Y N NA
c) Our employees who will be required to use fall protection have received training <b>(T)</b>	Y N NA

If yes to a), describe:

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<p><b>6B. SCAFFOLDING AND LADDERS</b> - window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation.</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) Our employees will use scaffolding or ladders for access to the work</p>	<p>Y N NA</p>
<p>b) The scaffolding or ladders will be exposed to wet and/or slippery conditions</p>	<p>Y N NA</p>
<p>c) We will ensure scaffolding or ladders are secured before accessing the worksite</p>	<p>Y N NA</p>
<p>d) Scaffolding will be erected and dismantled only by qualified workers</p>	<p>Y N NA</p>

<p><b>7. OVERHEAD POWER LINES AND UNDERGROUND UTILITIES</b> - tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) There are electrical hazards associated with overhead power lines such as limits of approach and contact</p>	<p>Y N NA</p>
<p>b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained</p>	<p>Y N NA</p>
<p>c) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work</p>	<p>Y N NA</p>
<p>d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC <b>(D)</b></p>	<p>Y N NA</p>

<p><b>8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION</b></p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) As Prime Contractor, we will submit a Notice of Project (NOP) to WorksafeBC at least 24 hours in advance of the project startup date</p>	<p>Y N NA</p>
<p>b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth</p>	<p>Y N NA</p>
<p>c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work <b>(D)</b></p>	<p>Y N NA</p>
<p>d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&amp;S Regulation</p>	<p>Y N NA</p>
<p>e) We will provide safe means of entry and exit for excavations</p>	<p>Y N NA</p>
<p>f) We will provide for the services of rescue persons and equipment (excavation rescue)</p>	<p>Y N NA</p>
<p>g) We will develop a demolition/salvage plan <b>(D)</b></p>	<p>Y N NA</p>
<p>h) We will evaluate the demolition materials for reuse or recycling</p>	<p>Y N NA</p>
<p>i) We will protect passers-by from potential hazards</p>	<p>Y N NA</p>

<p><b>9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND DUSTS</b> - cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) We will complete a hazard assessment for chemicals we will use in our work, and if</p>	<p>Y N NA</p>

chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations	
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10. <b>NOISE AND VIBRATION</b> - includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will be exposed to noise levels above 85dbA	Y N NA
b) We have a written hearing conservation program <b>(D)</b>	Y N NA
c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y N NA

11. <b>OCCUPATIONAL HEALTH AND SAFETY PROGRAM</b>	Yes (Y) No (N) or Not Applicable (NA)
a) We have a written Safety Program <b>(D)</b>	Y N NA
b) We will make regular inspections of all workplaces	Y N NA
c) We will immediately investigate any reported unsafe conditions and correct as required	Y N NA
d) We will investigate all incidents and provide written incident reports to the Project Manager	Y N NA
e) We will develop a written plan <b>(D)</b> identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y N NA

12. <b>FIRST AID</b>	Yes (Y) No (N) or Not Applicable (NA)
a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y N NA
b) We will complete a first aid assessment <b>(D)</b>	Y N NA
c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y N NA
d) We will develop an effective means of communication between the first aid attendant and the work areas	Y N NA

13. <b>FIRE PROTECTION</b> - solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services	Yes (Y) No (N) or Not Applicable (NA)
a) We will weld, solder, or cut with a torch	Y N NA
b) We will use or store flammable/combustible liquids	Y N NA
c) We will use temporary heating devices	Y N NA

d) We will provide water and/or fire extinguishers on the job site	Y N NA
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14. PERSONAL PROTECTIVE EQUIPMENT (PPE)	Yes (Y) No (N) or Not Applicable (NA)
a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)	Y N NA
b) We have a written PPE program <b>(D)</b>	Y N NA

15. RESPIRATORY PROTECTION	Yes (Y) No (N) or Not Applicable (NA)
a) The work will involve materials or processes requiring respiratory protection	Y N NA
b) We have a written respiratory protection program <b>(D)</b>	Y N NA

16. TOOLS MACHINERY AND EQUIPMENT	Yes (Y) No (N) or Not Applicable (NA)
a) We will use powder-actuated tools.	Y N NA
b) Our employees who operate equipment have been trained and are qualified in use of that equipment. <b>(T)</b>	Y N NA

If yes to a), describe:

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17. CRANES, FORKLIFTS, AND MANLIFTS - heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement.	Yes (Y) No (N) or Not Applicable (NA)
a) We will use a crane, forklift, manlift or other lifting equipment	Y N NA
b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis	Y N NA
c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) <b>(T)</b>	Y N NA
d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y N NA

18. RIGGING	Yes (Y) No (N) or Not Applicable (NA)
a) We will lift or sling loads overhead	Y N NA

b) We will inspect ropes, hooks and slings before use on each shift	Y N NA
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19. <b>MOTOR VEHICLES AND HEAVY EQUIPMENT</b> - goods delivery, personnel transportation services, trailer relocation services, oil/water pumpout and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydroseed services, tree stump grinding, and concrete sawing and removal	Yes (Y) No (N) or Not Applicable (NA)
a) We will use motor vehicles or heavy equipment at the work location	Y N NA
b) All operators have a valid provincial driver's license	Y N NA
c) We will inspect vehicles, including safety features (e.g., ROPS)	Y N NA

20. <b>TRAFFIC CONTROL</b>	Yes (Y) No (N) or Not Applicable (NA)
a) There will be uncontrolled movement of vehicular traffic at the worksite	Y N NA
b) We will develop a written traffic control plan <b>(D)</b>	Y N NA
c) We will put in place any required traffic control devices	Y N NA
d) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) <i>"Traffic Control Manual for Work on Roadways"</i>	Y N NA
e) We will provide Traffic Control Persons (TCP's) as required by law	Y N NA

21. <b>CRYSTALLINE SILICA DUST</b>	Yes (Y) No (N) or Not Applicable (NA)
a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust	Y N NA

22. <b>Additional Concerns</b>	Yes (Y) No (N) or Not Applicable (NA)
We foresee additional health and safety concerns associated with the work	Y N NA

If yes, describe:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_

Describe the control measures each of the concerns listed above:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_
- f) \_\_\_\_\_

<b>PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY</b>	
Contractor's Representative Name (print):	
Contractor's Representative Signature:	Date:
Title:	Phone:

<b>CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY</b>	
Name (print):	
Title:	Phone:

SUMMARY OF DOCUMENTATION (D) TO BE PROVIDED BY THE CONTRACTOR upon request by the City of Vancouver (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers' Compensation Act (WCA) or the City of Vancouver)	Yes (Y) or Not Applicable (NA)
a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	
b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	
c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	
d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	
e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	
f) Plan for minimizing risk to public and to workers (City of Vancouver)	
g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	
h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	
i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	
j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	
k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	

l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	
m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	
n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	
o) In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorksafeBC (Workers' Compensation Act Part 3, Division 10, Sec. 172 (1)(c))	
p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	
q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	
r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	

SUMMARY OF TRAINING REQUIREMENTS (T) OF CONTRACTOR EMPLOYEES (for any persons completing this type of work throughout the duration of the contract)	Yes (Y) or Not Applicable (NA)
a) Confined Space Entry (WCB OHS Regulation Part 9.8)	
b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	
c) Equipment Operation (WCB OHS Regulation Part 4.3 (1) (b)(i) (ii))	
d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	

SCHEDULE G - INSURANCE

SAMPLE



SCHEDULE H - WORKSAFEBC

SAMPLE