REQUEST FOR APPLICATIONS

HEAVY DUTY EQUIPMENT RENTALS AND LEASES

RFA No. PS20180951

Issue Date: September 26, 2018

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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 under which they may rent or lease a variety of heavy duty equipment to be provided to the City during a period of three 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, procuring, from time to time, the rental or lease of heavy duty equipment. 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 goods, 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.

(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
Deadline for Enquiries	**3:00 PM, October 11, 2018**
Closing Time	**3:00 PM, October 18, 2018**

2.2 Bids arriving in the bidding-inbox are timestamped, at the time of receiving, by the City of Vancouver's email infrastructures; 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:

Michael Sachdev
michael.sachdev@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 Each Applicant should submit its Application by email to bids@vancouver.ca with the Applicant's name and the RFP title and number in the "subject" line ("Heavy Duty Equipment Rentals and Leases; PS20180951). Also note the following:

a. The file name should be in the following format: PS# - Title – Vendor name;
b. Submit the files in the same format that were uploaded;
c. Schedules (Pricing Tables to be submitted in Word format);
d. Zip the files or combine Pdfs to reduce the size or email them separately, if necessary.

4.3 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.

4.4 Amendments to an Application may be submitted via the same methods, at any time prior to the Closing Time.

4.5 Applications must not be submitted by fax.

4.6 Applications are revocable and may be withdrawn at any time before or after the Closing Time.

4.7 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.

4.8 Unnecessarily elaborate Applications are discouraged. Applications should be limited to the items specified in Part C of the RFA.

4.9 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.

4.10 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 3-year period.

7.0 PRICING

7.1 All pricing formulas or methodologies provided in Part C – Form of Application - Appendix C will be exclusive of applicable sales taxes calculated upon such pricing formulas or methodologies, but inclusive of all other costs.

7.2 All pricing formulas or methodologies provided in Part C – Form of Application – Appendix C will be in Canadian currency and fixed for the full term of the Applicant's proposed agreement.

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.

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 goods, if any, to or among successful Applicants. The City may also throughout the term of the proposed engagement opt to leave this RFA open for new Applicants to submit Applications and the City may accept those Applications and add new successful Applicants from which the City may allocate goods to or among successful Applicants.

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.

9.0 CITY POLICIES

9.1 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.

10.0 LIVING WAGE EMPLOYER

INTENTIONALLY DELETED

11.0 CERTAIN APPLICABLE LEGISLATION

11.1 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 contractors to protect all personal information acquired from the City in the course of providing any service to the City.

11.2 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.

12.0 LEGAL TERMS AND CONDITIONS

12.1 **The legal obligations of an Applicant that will arise upon the submission of its Application are stated in Appendix 1 to Part C - Form of Application of this RFP. Except where expressly stated in those 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 AN APPLICATION.

PART B – EXPECTED SERVICES

1.0 Introduction

1.1 The City expects to require the following services (together, the "**Services**"):

(a) rental or Lease of various types of heavy duty equipment (with the option to buyout expiring leases)

(b) technical specification of weights, payloads, capacities, etc as required

(c) operations manual, service manual, parts list (electronic copy), warrantee information, training manual (lease), and diagnostic equipment (lease).

Please refer to the Heavy Duty Equipment List (Attached as Schedule 1 see link below to download) for a list of what may be rented or leased; the City reserves the right to add or remove equipment from this list at its discretion. The list is only meant as a sample of equipment the City has recently rented or leased.

To download go to: http://bids.vancouver.ca/bidopp/openbid.htm.

1.2 The foregoing information about the Services is current as of the date hereof, but it may change or be refined in the course of the evaluation of Applications or otherwise.

1.3 To the extent that this RFA expresses estimates of quantities or volumes of Services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

2.0 Background

In order to meet the various City operational needs, the City may rent or lease various types of heavy duty equipment to supplement the City's fleet at various sites around the City for a contract term of three (3) years.

3.0 Work Scope/Requirements

The City requires renting or leasing a variety of heavy duty equipment to be provided to the City during a period of three years. From time to time the City will require the expertise of the vendor to complete repairs and maintenance on the rented and/or leased equipment.

PART C – FORM OF APPLICATION

RFA No. PS20180951, HEAVY DUTY EQUIPMENT RENTALS AND LEASES (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

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 [**INTENTIONALLY DELETED]**

APPENDIX 8 Sustainability Requirements Questionnaire [**INTENTIONALLY DELETED]**

APPENDIX 9 Personal Information Consent Form(s) **[INTENTIONALLY DELETED]**

APPENDIX 10 Subcontractors **[INTENTIONALLY DELETED]**

APPENDIX 11 Proposed Amendments to Form of Agreement

APPENDIX 12 Financial Statements **[INTENTIONALLY DELETED]**

APPENDIX 13 Proof of WorkSafeBC Registration

APPENDIX 14 Conflicts; Collusion; Lobbying

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFA

1 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 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. PS20180951, as amended from time to time and including all addenda.

3 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 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 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.

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 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.

6.3 **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.

7 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.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 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.

8.2 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.

8.3 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.

(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 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 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 contractor 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 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.

9.2 **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.

9.3 **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.

9.4 **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 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 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.

APPENDIX 2
QUESTIONNAIRE

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

Dealer Overview

Provide a description of the various Manufacturer(s) your company distributes, provide information on the type and quantity of equipment that you have.

#	Type of Equipment	Year	Make	Model	Quantity	Throughput Capacity (if applicable)
1						
2						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

Account Management

Identify and provide information on how you propose to manage our account? Will we be assigned an account manager? Who will provide technical support for the units?

Service & Support

Please include the following information on planned service and support: A) Sales Support i) Name location of planned local dealer/vendor B) Service Support i) Name and location of planned local maintenance service provider ii) Location of nearest planned parts warehouse

Flexible Pricing

The City is looking to optimize its pricing for equipment rentals and leases specifically in situations where the City exceeds its initial rental or lease term. For example, can your organization propose and innovative way to optimize City pricing under the following or like situations; City rents equipment for an initial term of 6 months, at a given rate based on a 6 month rental, but in the end, the equipment actually ends up being rented for 24 months? Can you create an optimal pricing mechanism that will result in the City paying the monthly price for a 24 month term rather than the monthly price for a 6 month term? If so, what types of mechanism do you offer in this regard?

APPENDIX 3
PRICING

[INTENTIONALLY DELETED]

APPENDIX 4
APPLICANT'S REFERENCES

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	

APPENDIX 5
CERTIFICATE OF 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 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.)

SEE FOLLOWING PAGE

CITY OF VANCOUVER

CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance 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:
√ Personal Injury
√ Property Damage including Loss of Use
√ Products and Completed Operations
√ Cross Liability or Severability of Interest
√ Employees as Additional Insureds
√ Blanket Contractual Liability
√ Non-Owned Auto Liability
INSURER _____
POLICY NUMBER _____
POLICY PERIOD From _____ to _____
Limits of Liability (Bodily Injury and Property Damage Inclusive) -
Per Occurrence $ _____
Aggregate $ _____
All Risk Tenants' Legal Liability $ _____
Deductible Per Occurrence $ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
INSURER _____ **Limits of Liability -**
POLICY NUMBER _____ Combined Single Limit $ _____
POLICY PERIOD From _____ to _____ ***If vehicles are insured by ICBC, complete and provide Form APV-47.***

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
INSURER _____ Per Occurrence $ _____
POLICY NUMBER _____ Aggregate $ _____
POLICY PERIOD From _____ to _____ Self-Insured Retention $ _____

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**
INSURER _____ 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 _____ **Limits of Liability**
INSURER _____ Per Occurrence $ _____
POLICY NUMBER _____ Aggregate $ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____
TYPE OF INSURANCE _____ **Limits of Liability**
INSURER _____ Per Occurrence $ _____
POLICY NUMBER _____ Aggregate $ _____
POLICY PERIOD From _____ to _____ Deductible Per Loss $ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____

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

_____

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>. 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: _____

APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

[INTENTIONALLY DELETED]

APPENDIX 8
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

[INTENTIONALLY DELETED]

APPENDIX 9
PERSONAL INFORMATION CONSENT FORM(S)

[INTENTIONALLY DELETED]

APPENDIX 10
SUBCONTRACTORS
[INTENTIONALLY DELETED]

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

APPENDIX 12
FINANCIAL STATEMENTS

[INTENTIONALLY DELETED]

APPENDIX 13
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 13 to this Form of Application proof of valid WorkSafeBC registration.

APPENDIX 14
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)	

PART D
FORM OF AGREEMENT

To see an example of the Form of Agreement, please go to:

http://bids.vancouver.ca/bidopp/openbid.htm