



REQUEST FOR PROPOSAL PS06126

SOUTHEAST FALSE CREEK AND OLYMPIC VILLAGE  
SUPPLY OF GRANITE BLOCKS

Proposals will be received in the Courier Delivery Drop-off Office, 1<sup>st</sup> Floor, Vancouver City Hall, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the Closing Time: 11:00:00 A.M. City Hall Clock Time (as defined in Note 2 below), Tuesday, December 5, 2006 and registered as soon as reasonably possible thereafter.

NOTES:

1. Proposals should all be in sealed envelope or package marked with the Proponent's Name, and the RFP Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. DO NOT SUBMIT BY FAX.

All queries related to this RFP are to be submitted  
in writing to the attention of:

Linda Syvertsen, C.P.P.B.

Contracting Specialist, Purchasing Services

FAX: 604.873.7057 E-MAIL: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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PART A - INTRODUCTION**

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**1.0 Overview**

This Request for Proposal ("RFP") identifies a business opportunity for the successful proponent(s) to furnish all labour, materials, equipment and services necessary to supply, deliver and stockpile all miscellaneous granite blocks noted in the drawing attached as Appendix 2 and as specified herein for the City of Vancouver.

Qualified and experienced proponents are invited to submit proposals and the City will consider proposals meeting either all or part of the Requirements. However, the successful proponent(s) will be the proponent(s) that offers a high level of service, provides Products meeting the Requirements and can provide proof of capabilities in performing the work required for this RFP

**1.1 A proponents' Informational Meeting will be held:**

Date: Monday, November 27, 2006

Time: 2:00 P.M.

Location: T. H. Tracy Boardroom, 6<sup>th</sup> Floor, City Hall  
453 West 12<sup>th</sup> Avenue, Vancouver, B.C.

This meeting will include: an overview of the RFP Requirements; an overview of this document and process; and time for proponents to ask questions in a communal forum. Please advise by facsimile or e-mail whether or not you will be attending the Informational Meeting by sending the Informational Meeting Attendance Form by November 24, 2006, and indicate whether you intend to submit a proposal prior to the Closing Time by sending the Response Notification Form (Appendix 4) prior to the Response Notification Deadline on November 30, 2006.

**1.2 Proponents are encouraged to pre-read this document and submit any questions pertaining to this RFP in advance of the proponent's Information Meeting by e-mail to: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)**

**1.3 Key dates to be noted are:**

<b>Event</b>	<b>Dates</b>
Release of RFP	November 22, 2006
Deadline for Informational Meeting Attendance Form	November 24, 2006
Informational Meeting	November 27, 2006
Deadline for Response Notification Form	November 30, 2006
Deadline for Enquiries	December 1, 2006
RFP Closing	December 5, 2006 (11:00:00 AM)

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**PART A - INTRODUCTION**

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**2.0 Background and Scope**

- 2.1 The City of Vancouver is redeveloping former industrial and commercial lands in Southeast False Creek ("SEFC") into a model sustainable development that will eventually be home to 12,000 to 16,000 people. This RFP invites proposals for the supply of granite blocks to be used as landscaping features along the waterfront, including inlet terrace blocks and seating blocks along the foreshore.
- 2.2 Interested proponents are invited to submit proposals to furnish all labour, materials, equipment and services necessary to supply, deliver, and stockpile all miscellaneous granite blocks noted on the drawing and as specified herein by March 15, 2007. Work includes but is not limited to supply, delivery and stockpiling of:
- Inlet Terrace Granite Blocks to sizes, shapes and finishes indicated in the drawing attached as Appendix 2; and
  - Granite Seating Blocks to sizes, shapes and finishes indicated in the drawing attached as Appendix 2.
- 2.3 All of the above are to be supplied in accordance with the Requirements set out in the RFP.

**3.0 Objectives of the RFP**

- 3.1 The purpose of this RFP is to select a proponent(s) with the capability and experience to efficiently and cost-effectively supply the RFP Requirements as set out in Schedule A - Requirements. The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

**4.0 Insurance**

- 4.1 Each Proponent is to review and ensure that they fully understand and have the ability to meet the City's insurance requirements as outlined within Section 31.0 of Appendix 1 - Form of Agreement and Section 3.0, Part C - Special Conditions.

**5.0 RFP Service Requirements**

- 5.1 In support of the objectives as outlined above, the City has identified specific Requirements within Schedule A of this RFP to which the Proponent should respond in detail as part of its Proposal.

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**NOTE:** The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) and in the Form of Agreement (Appendix 1) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

**1.0 Administrative Requirements**

- 1.1 Immediately after attending the proponents' Informational Meeting, or prior to the deadline shown above, please indicate whether or not you will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Appendix 4).
- 1.2 It is the sole responsibility of the Proponent to check the City's website at <http://www.vancouver.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this RFP.
- 1.3 The Proponent is to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

**2.0 Conduct of RFP - Inquiries and Clarifications**

- 2.1 The City's Manager - Materials Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) to the attention of the contact person shown on the cover page before the deadline date. If required, an addendum will be issued to all registered proponents and posted on the City's website as noted in item 1.2 above.

**3.0 Contract Requirements - Form of Agreement**

- 3.1 Where the head office of the successful proponent(s) is located within the City of Vancouver and/or where the successful proponent(s) is required to perform any Work at a site located within the City of Vancouver, the successful proponent(s) is required to have a valid City of Vancouver business license prior to Agreement execution.
- 3.2 The successful proponent(s) will be requested to enter into a Form of Agreement substantially in accordance with Appendix 1. Where the proponent(s) is proposing modifications to the Form of Agreement, the proponent(s) should attach a copy of the proposed contract language and note such changes in the Proposal Form (Schedule C - Deviations and Variations).
- 3.3 If any of the terms set out in Appendix 1 - Form of Agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its Proposal. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

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**4.0 Pricing**

- 4.1 Prices quoted are to be exclusive of GST and PST.
- 4.2 Prices are to be quoted F.O.B. destination with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.3 Proponents located in Canada may quote in Canadian Funds and where the Product is imported from the USA or from other countries, prices may be quoted in the currency of the country from which they are imported. Proponents located outside Canada may quote prices in the monetary currency of their location or the jurisdiction from which the Product is being obtained. However, unless the specific currency is stated, it will be deemed to be in Canadian Funds.

**5.0 Consortium Proposals**

- 5.1 The City will consider a proposal from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 5.2 One (1) person or company is to be identified as the Key Contact Person on the Proposal Form (Part D), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium proposals should include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.
- 5.4 The City reserves the right to accept the consortium as proposed or choose to contract with individual consortium members separately. Each component of the consortium proposal should be priced out individually.

**6.0 Submission of Proposal**

- 6.1 Proponents are to submit FIVE (5) copies of their proposal, in three ring binders with each section tabbed and including all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the proponent's name, the RFP title and number, prior to the Closing Time set out on the date and to the location shown on the cover page of this RFP.
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time, or in locations other than the address indicated, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.

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- 6.4 Amendments to a proposal are to be submitted in writing in a sealed envelope or package, marked with the proponent's name and the RFP title and number.
- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Department, 2<sup>nd</sup> Floor, City Hall, and signed by the authorized signatory for the Proponent.
- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

**7.0 Format of Proposal**

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents are to complete all forms included in this RFP, attaching any additional appendices that may be required. Proposals are to be arranged as follows:

**Title Page:** The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.

**Table of Contents:** Page numbers are to be indicated.

**Executive Summary:** A short summary of the key features of the Proposal demonstrating the Proponent's understanding of the scope of the Requirements.

**Proposal Form:** The Proponent is to complete the Proposal Form and attached Attachment A included in this RFP in accordance with the instructions.

**Schedules:** The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.

**Alternate Solutions:** Proponents may submit alternative solutions and are to identify same as additional appendices within their Proposal.

**8.0 Performance Security**

- 8.1 No bid security is required, since no irrevocable legally binding offer is required in this RFP.
- 8.2 The Proponent should include with its Proposal a letter from its Schedule I Canadian chartered bank or Schedule II Canadian chartered bank, confirming that the Proponent has sufficient credit-worthiness to obtain a clean, unconditional irrevocable demand letter of credit payable in the amount of One Hundred Thousand Dollars (\$100,000)



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(hereinafter called the "Letter of Credit") issued in favour of the City, as required in Section 45.0 of the Form of Agreement.

**9.0 Conflict of Interest/Solicitation**

- 9.1 Proponents are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A of the Proposal Form.
- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's proposal, and/or the immediate cancellation of any contract should one be concluded in reliance on the information contained in the submitted proposal.
- 9.3 If any director, officer, employee, agent or other representative of a proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect to the proposal, whether before or after the submission of the proposal, the City will automatically disqualify such proponent.

**10.0 Opening of Proposals**

- 10.1 The City reserves the right to open all proposals in a manner and at the time and place determined by the City. Dissemination of proposal information will be as follows:
  - a) Upon opening of the proposals, the names of each proponent will be publicly announced.
  - b) Upon completion of proposal evaluation, the salient features of each proposal and the recommended proposal will be summarized and publicly reported on to the City's Council.

**11.0 Evaluation of Proposals**

- 11.1 Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other relevant criteria set out herein including, but not limited to:
  - a) the proponent's ability to meet the Requirements;
  - b) the proponent's ability to deliver the Requirements when and where required;
  - c) financial offer including but not limited to prices, maintenance costs, warranty, and any life cycle considerations;
  - d) the proponent's business and technical reputation and capabilities, experience and where applicable, the experience of its personnel, financial stability, track record, and references of current and former customers;
  - e) environmental responsibility demonstrated by the proponent;
  - f) quality of submission; and
  - g) any other criteria set out in the RFP or otherwise reasonably considered relevant.
- 11.2 The City may elect to short list proponents in stages as deemed necessary. Short-listed proponents will be asked to provide additional information or details for clarification, which may include the proponent (and any or all Sub-Contractors of the proponent)

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attending interviews, making a presentation, supplying samples, performing demonstrations, and/or furnishing additional information and/or technical data.

- 11.3 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If not destroyed in testing, they will be returned at the proponent's request and expense.

**12.0 Deviation from Requirements or Conditions**

- 12.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent's Proposal within Schedule C - Deviations and Variations. The City will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the City will assume that the Proponent is proposing full compliance with the Requirements and conditions of this RFP.

**13.0 Proposal Approval**

- 13.1 Proposal approval is contingent on funds being approved and the proposal being approved by City Council. Only then may the successful proponent(s) and City proceed to settle, draft and sign the necessary legal agreement.
- 13.2 The City will notify the successful proponent(s) in writing that its proposal has been approved in principle and invite the proponent(s) to proceed with discussions to settle, draft and sign a legal agreement.
- 13.3 The City is not under any obligation to approve any proposal and may elect to terminate this RFP at any time.

**14.0 Quantities**

- 14.1 The stated quantities are the City's best estimates of its requirements and are not binding. Actual quantities may vary.

**15.0 Brand Names - Intentionally Omitted**

**16.0 Alternates and/or Variations to Product Specifications**

- 16.1 Proponents are to clearly indicate any variances from the City's Requirements, no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 16.2 If in addition to proposing Products which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

**17.0 Environmental Responsibility**

- 17.1 The City is committed to preserving the environment. Proponents are to provide environmentally sensitive Products and/or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may

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cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.

- 17.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

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

- 18.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

**19.0 Confidentiality**

- 19.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.

- 19.2 This RFP is the property of the City. Except for the purpose of submitting a proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Materials Management.

**20.0 Advertising**

- 20.1 The approval of any proposal and the signing of a contract do not permit proponent to advertise its relationship with the City without the City's prior written authorization.

**21.0 Special Conditions**

- 21.1 Proponents should note that if the Special Conditions of this RFP (if any) conflict with Parts A and B of this RFP, the Special Conditions are intended to govern over Parts A and B.

**22.0 Non-Resident Withholding Tax**

- 22.1 Proponents should note that the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-Resident Withholding Tax of a specified percentage (depending on residency of the Contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least 30 days before commencing the service.

**23.0 Legal Terms and Conditions**

- 23.1 No part of Part - A Introduction, Part B - Instructions to Proponents or Part C - Special Conditions will be legally binding on the City or Proponent during this RFP process. All legal terms and conditions of the process contemplated by this RFP are contained in the Proposal Form (Part D), including without limitation, Attachment A to the Proposal Form.

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PART C - SPECIAL CONDITIONS**

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**1.0 Performance Security**

- 1.1 The Proponent(s) should review Part B - Section 8.0 and Section 45.0 of the Form of Agreement for the Letter of Credit requirements, and satisfy itself that it can comply.

**2.0 Additional Evaluation Criteria**

- 2.1 In addition to the evaluation criteria set out in Part B of this RFP, the following criteria, which are not in any order of importance, will be taken into consideration, where applicable, during the City's evaluation of the proposal:
- ability of the proponent to meet the City's Requirements;
  - Proponent's financial stability;
  - quality and/or suitability of Products proposed;
  - quality of service proposed;
  - Proponent experience;
  - reference checks of current and former customers;
  - whether the Products will be imported into British Columbia, and the associated risk to delivery by March 15, 2007;
  - the source of the granite and availability;
  - the proponent's ability to supply a local contact to handle the needs of the City if called upon;
  - business and technical reputation and capabilities;
  - compliance with all City insurance requirements; and
  - Proponent's ability to obtain a Letter of Credit in compliance with Section 45.0 of the Form of Agreement.

**3.0 Insurance Requirements**

- 3.1 The Proponent is advised to refer to Section 31.0, Appendix 1 - Form of Agreement for the insurance requirements pertaining to this RFP, review the City's insurance requirements with their insurers and include details with respect to any deviations and/or variations from the terms and conditions as set out in Section 31.0, Appendix 1 - Form of Agreement.
- 3.2 A copy of the City's form of "Certificate of Insurance" is attached for the proponent's reference as Appendix 3. The successful proponent will be required to file a completed certificate with the City's Risk and Emergency Management Department showing proof of all insurance requirements described in Section 31.0 of the Form of Agreement. This certificate must be completed and filed prior to the signing of the Agreement between the successful proponent and the City.

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 PART D - PROPOSAL FORM

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Proponent's Name: \_\_\_\_\_  
 "Proponent"

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

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

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

*Attach additional pages immediately behind this page for Sub-Contractors, if applicable.*

To the City of Vancouver Materials Management Department,

The Proponent, having carefully examined and read the RFP, including the Form of Agreement and its Schedules, now submits the following Proposal:

**1.0 Required Documents**

- 1.1 If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Letter from a Bank regarding performance security (see Section 8.2 of Part B - Instructions to Proponents)	Recommended	

To be Initialled at Proposal Opening:

\_\_\_\_\_  
 Manager, Materials Management or designate

\_\_\_\_\_  
 Witness

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**2.0 Compliance**

2.1 By initialling each item, the Proponent acknowledges it has read and understands the Requirements, has received the required addenda, has identified deviations or alternatives, and has provided an explanation of where it does not comply with the Requirements. If additional space is required, detail deviations and/or suggested amendments in Schedule C - Deviations and Variations.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Special Conditions			
<u>Part D</u> Proposal Form			
Proposal Form - Attachment A Legal Terms and Conditions			
Form of Agreement, Appendix 1			

**3.0 Required Proposal Documents**

3.1 By initialling each item, the Proponent confirms it has completed and enclosed the Proposal Form and the required Schedules and any required addenda, and has identified any deviations or items of non-compliance, providing an explanation of where it does not comply.

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
The Proposal Form		
Proposal Form Attachment A, Legal Terms and Conditions		
Schedule A Requirements		

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Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
Schedule B Pricing		
Schedule C Deviations and Variations		
Schedule D Sub-Contractors		

4.0 Proponent's Declaration and Acknowledgment

4.1 The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and submits same with the attached Schedules:

\_\_\_\_\_  
Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (*please print*)

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-Contractors' legal rights and obligations only with respect to this RFP and Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Agreement formed between the City and the Contractor following the signing of the Agreement (if any).

1.2 Definitions

In this Attachment A and RFP, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*.
- (b) "Closing Time" means the closing date, time and place as set out on the title page of this RFP;
- (c) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Proponent, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, depending on the context.
- (d) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- (e) "Losses" means in respect of any matter all
  - (i) direct or indirect, as well as
  - (ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (f) "RFP" means the documents issued by the City as Request for Proposal No. PS06126, including all addenda.
- (g) "Sub-Contractors" includes any or all third parties listed in Schedule D of this Proposal Form.

All other terms (capitalized or not) have the meanings given to them in the Form of Agreement attached as Appendix 1 to this RFP.



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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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2.0 GENERAL TERMS AND CONDITIONS OF RFP/PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City assumes no legal duty or obligation in respect of this RFP or this Proposal process unless and until the City enters into the Agreement). This RFP and Proposal process is at all times contingent on funds being approved by the Vancouver City Council and Agreement being signed by the City.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal process will be absolutely and unconditionally subject to Section 4.0 - *Protection of City Against Lawsuits*, and the following:

(a) No Duty

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs the Agreement.

(b) Proponent's Risk

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

- (i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP or Proposal process; or
- (ii) any contract or tort law duty to preserve the integrity of the RFP or Proposal process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP and Proposal process on this basis.

(c) Proponent's Cost

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

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**3.0 EVALUATION OF PROPOSALS**

**3.1 Compliance/Non-Compliance**

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

**3.2 Reservation of Complete Control Over Process**

The City reserves the right to retain complete control over the RFP and Proposal process at all times until the execution and delivery of an Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals and need not necessarily review, consider or evaluate the proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all proposals at any time without further explanation or notification to any of the proponents, subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*.

**3.3 Discussions/Negotiations**

The City may, at any time prior to signing an Agreement, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the proponent to vary its Proposal as a result of discussions or negotiations with other Proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits*, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

**4.0 PROTECTION OF CITY AGAINST LAWSUITS**

**4.1 Release**

Except only and to the extent that the City is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Proponent now releases the City from all liability for any Losses in respect of:

- (a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP or Proposal process which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City occurring in the course of conducting this RFP and Proposal process;
- (c) the Proponent preparing and submitting its Proposal;

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- (d) the City accepting or rejecting its Proposal or any other submission;
- (e) the manner in which the City:
  - (i) reviews, considers, evaluates or negotiates any proposal,
  - (ii) deals with or fails to deal with any proposal or proposals, or
  - (iii) decides to enter into an Agreement or not enter into any Agreement;  
and
- (f) the proponent(s), if any, with whom the City enters an Agreement.

**4.2 Indemnity**

Except only and to the extent that the City breaches Section - 5.2 - *Proponent's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Contractors or agents alleging or pleading

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

**4.3 Limitation**

In the event that, with respect to anything relating to this RFP or Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its Sub-Contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Contractors 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.

**4.4 Dispute Resolution**

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, and also excepting any disputes arising between the City and any proponent with whom the City has entered an Agreement), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

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- (a) The arbitrator will be selected by the City's Manager - Materials Management.
- (b) This Section 4.0 - *Protection of City against Lawsuits* will:
  - (i) bind the City, Proponent and the arbitrator; and
  - (ii) survive any and all awards made by the arbitrator.
- (c) The Proponent will bear all costs of the arbitration.

**5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION**

**5.1 RFP Documents Remain/Proposal Becomes - City's Property**

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

**5.2 Proponent's Submission Confidential**

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

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

**5.3 All City Data/Information is Confidential**

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City, which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this Proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

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**5.4 Disclosure Requires Prior Consent**

The Proponent may not divulge any information respecting the Proposal process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

**5.5 Declaration of Confidentiality**

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

- (a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- (b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;
- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- (d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the City's ability to engage in competitive procurement of goods, Products and services, and result in undue financial loss to the Proponent and/or the City.

**6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION**

**6.1 Declaration as to Conflict of Interest**

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-Contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]*

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6.2 Declaration as to Collusion

The Proponent now confirms and warrants that:

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

*[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion.]*

7.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 7.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such process and will remain legally enforceable by and against the Proponent and City.
- 7.2 As evidence of the Proponent's intent to be legally bound by this Attachment A, the Proponent has executed and delivered this Attachment A as an integral part of the Proposal Form.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form - Attachment A Legal Terms and Conditions:

\_\_\_\_\_  
Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title *(please print)*

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SCHEDULE A - REQUIREMENTS**

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This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to the respective issue(s). Background information and general instructions need not be included in the response, however all requests for information, questions, specific requirements, tables, etc. should be included and the same numbering sequence used.

**1.0 PROPONENT INFORMATION**

Key determinants of how well the successful proponent will be able to meet the Requirements include the proponent's profile, experience, and references. All are important factors on which the proponent will be evaluated. Proponents are to address, at a minimum, the following elements.

**1.1 Company Profile**

Provide a brief description of Proponent's company, purpose and history of successes, including: number of years in business, major projects, and what is most responsible for the Proponent's success to date. Include a company brochure or resume for each member of any consortium.

**1.2 Client List**

Attach a published client list and include any letters of recommendation that may be appropriate to these Products.

**2.0 References**

The Proponent is to provide at least three references for similar Products it has supplied to customers by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Name and Address of Company Providing Reference	Contact Name & Telephone Number	Brief Description of Products Provided by Proponent

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Name and Address of Company Providing Reference	Contact Name & Telephone Number	Brief Description of Products Provided by Proponent

**3.0 Requirements**

In support of the factors as outlined within this RFP, the City has identified key desirable requirements which the Proponent should, but not be limited to, address within its Proposal. Should there be insufficient space to address the respective elements, the Proponent may respond on a separate sheet, using the same sequence as included herein.

**3.1 Product**

All granite is to be a salt and pepper mix of grey, black and white fleck. By way of example only, proprietary granite products that fall within the colour and texture range for this RFP include, but are not limited to:

- a) Huckleberry Mist as supplied by Northwest Landscape and Stone Supply - Burnaby, BC (604.435.4842).
- b) Fox Island Granite as supplied by Quadra Stone - Vancouver, BC (1.888.266.5341).
- c) Local Squamish White as supplied by Mahovlich Marble and Granite - Burnaby, BC (604.293.0093).
- d) Hardy Island Granite as supplied by Bedrock Granite Sales - Coquitlam, BC (604.941.7783).

**3.2 Finish**

- a) Inlet Terrace Granite Blocks:

Split on all faces to form rectangular shapes and sizes indicated in Granite Block Schedule (Appendix 2) to tolerance of no more than 20mm -35mm variation when placed against a plumb vertical edge. Ensure that no drill/ wedge grooves remain on any face.

- b) Granite Seating Blocks:

Split on all faces to form rectangular shape and sizes indicated in Granite Block Schedule (Appendix 2) to a tolerance of 25mm - 50mm variation when placed against a plumb vertical edge. Ensure not more than 30% of drill/ wedge grooves remain on block.



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- c) Granite to be free of cracks, seams or starts that may impair its structural integrity or function. Minor variations in stone characteristic will be acceptable.

### 3.3 Material Samples

At least five (5) business days prior to the close of this RFP or earlier, the Proponent should provide the following to the Southeast False Creek and Olympic Village Project Office at 1800 Spyglass Place, Vancouver, B.C., V5Z 4K8, Attention: Wally Konowalchuk.

- a) Granite:

Three (3) 300mm x 300mm x 100mm representative samples illustrating the following finishes on at least one face of each sample: split face finish to tolerances noted, and split face finish with additional hand chisel work to meet tolerances noted.

Clearly label the supplier name, address and phone number, granite name or product name, quarry location, various finishes, project name and date.

All Products delivered to the Work Site will conform to selected samples, subject to normal granite variations. One (1) submitted sample from the successful proponent will be retained at the Work Site Office as record of approved Product.

### 3.4 Protection

- a) The Contractor will be expected to ensure that there is adequate protection on the Product while it is stockpiled at the Work Site. Describe the method that will be used to protect all stockpiled Products from damage related to weather, other trades, and on site construction activities.
- b) All Products delivered to the site shall be clean, in good condition free of defects, stains and markings. The Contractor will be expected to protect the finished stone delivered to the Work Site. Describe the method that will be used to:
  - i) properly protect all granite against damage in transit; and
  - ii) protect granite when stored on open ground in order to prevent contact with grade (i.e. wood timbers under granite).

### 3.5 Quality Assurance

- a) In order to ensure conformity and the ability of the Contractor to provide the quantity required for this project, the City prefers that all material be obtained from one (1) quarry having adequate capacity and facilities to meet the specified requirements.

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Provide the name, capacity and location of the proposed quarry.

- b) Splitting and finishing shall be carried out by a firm equipped to process material promptly on order and in strict accord with specifications.

Provide the name, location and references of the firm proposed to provide the splitting and finishing.

- c) At the discretion and expense of the City, upon giving 48 hours notice, a representative of the City may visit the quarry or production facility to review the final sizes and finish of each block type to ensure compliance with the approved sample.
- d) At any time the City may request photographs or other submittals as deemed necessary in lieu of or in addition to other requirements to ensure production facility and final sizes and finish of each block type are in compliance with the approved samples and Requirements.

**3.6 Delivery**

- a) Complete delivery is required by March 15, 2007 to a location within the SEFC and Olympic Village Site (the area bound by Cambie Bridge on the west, Main Street on the east, 1<sup>st</sup> Avenue to the south and False Creek to the north). Delivery will include off-loading and stockpiling the granite blocks at this location. Staggered delivery may be accepted prior to this date; however, the complete supply of all required granite blocks is required by March 15, 2007.

Provide three (3) copies of a schedule outlining the key milestone dates related to supply of the Products, noting:

- i) the completion of quarry extraction, splitting and dressing of stone;  
and
- ii) the delivery to the site and stockpiling of delivered granite blocks.

**3.7 Warranty**

Detail any warranty period and terms, or extended warranty options.

**3.8 Value Added Services**

Proponents should describe any value-added services they are prepared to supply as part of the Agreement. Unless otherwise stated, it is understood that there are no extra costs for these services.

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SCHEDULE B - PRICINGS**

**1.0 Instructions**

- 1.1 Prices are to be quoted F.O.B Destination, including freight, import duties, brokerage, royalties, handling, overhead, profit and all other costs.
- 1.2 GST and Provincial Sales Taxes are to be excluded.
- 1.3 Proponents located in Canada may quote either in Canadian Funds or the currency of the jurisdiction from which they are supplying the Product. All prices must clearly denote the applicable currency.
- 1.4 The pricing is to be all inclusive, incorporating all terms, conditions and Requirements and services set out in the RFP.

**2.0 Schedule of Price and Quantities**

**2.1 Granite Blocks as per Granite Block Schedule (Appendix 2)**

Do not include the cost of delivery or stockpiling Items 1 through 6 below in the Unit Price. Delivery and stockpiling will be shown separately as Items 7 and 8.

Item	Type	Qty	Description	Unit Price	Total
1	A	161	INLET TERRACE GRANITE BLOCK Size: 2000 x 1000 x 600 mm (79" x 39" x 24") Finish: split face all sides	\$ _____/ea	\$ _____
2	B	24	INLET TERRACE GRANITE BLOCK Size: 1000x 1000 x 600 mm (39"x 39" x 24") Finish: split face all sides	\$ _____/ea	\$ _____
3	E	69	GRANITE SEATING BLOCK Size: 900 x 1500 x 900 mm (36" x 59" x 36") Finish: split face all sides	\$ _____/ea	\$ _____
4	F	4	GRANITE SEATING BLOCK Size: 900 x 2000 x 900 mm (36" x 79" x 36") Finish: split face all sides	\$ _____/ea	\$ _____

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SCHEDULE B - PRICINGS

5	G	3	<b>GRANITE SEATING BLOCK</b> Size: 900 x 1000 x 900 mm (36" x 39" x 36") Finish: split face all sides	\$ _____/ea	\$ _____
6	H	6	<b>GRANITE SEATING BLOCK</b> Size: 900 x 1500 x 300 mm (36" x 59" x 12") Finish: split face all sides	\$ _____/ea	\$ _____
7	-	1	<b>DELIVERY OF GRANITE BLOCKS TO SEFC AND OLYMPIC VILLAGE SITE</b>	\$ _____ (lump sum)	\$ _____
8	-	1	<b>OFF LOADING AND STOCKPILING GRANITE BLOCKS AT SEFC AND OLYMPIC VILLAGE SITE</b>	\$ _____ (lump sum)	\$ _____
<b>SUB-TOTAL</b> (F.O.B., excluding only GST and PST)					\$ _____
<b>GST</b>					\$ _____
<b>PST</b>					\$ _____
<b>TOTAL COST TO SUPPLY, DELIVER AND STOCKPILE GRANITE BLOCKS AT SEFC AND OLYMPIC VILLAGE SITE</b>					\$ _____

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SCHEDULE C - DEVIATIONS AND VARIATIONS**

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Further to Part 'D', Section 2 - Compliance, Proponents are to use this Schedule to detail any deviations and/or variations from the terms and conditions set out in this RFP, and if applicable, detail proposed amendments.

Where Proponents are proposing the use of contract language/clauses other than those set out in the Form of Agreement, such clauses are to be attached to this Schedule C. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

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SCHEDULE D - SUB-CONTRACTORS**

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The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note Section 15.0 and 16.0 of the Form of Agreement.)

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

THIS AGREEMENT dated *[NTD: Insert Date]* (the "Effective Date")

BETWEEN:

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

(the "City")

AND:

*[NTD: Add Name of successful proponent]*

*[NTD: Add Address of successful proponent]*

(herein called the "Contractor")

BACKGROUND:

- A. Pursuant to the Request for Proposals, No. PS06126 (the "RFP"), the City invited proposals from qualified proponents for Southeast False Creek and Olympic Village Supply of Granite Blocks that meet the Requirements (as defined below) set out in the RFP;
- B. In response to the RFP, the Contractor submitted the Contractor's Proposal proposing to perform the Requirements on the terms and conditions of the RFP, as supplemented by the Contractor's Proposal; and
- C. The City has agreed to retain the Contractor for the performance of the Requirements on the terms as set out in this Agreement and the Contractor has agreed to perform the Requirements on those same terms.

THE CITY AND THE CONTRACTOR NOW AGREE as follows:

#### 1.0 Definitions

The following words and terms, unless the context otherwise requires, have the meanings set out below:

"Act of God" means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City of Vancouver, will be deemed not to be Acts of God;

"Agreement" means this agreement between the City and the Contractor, including all attached schedules;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the Products and services or to make decisions in connection with the Contract Documents;

"Contract Documents" means this Agreement, the Contractor's Proposal, the RFP and such other documents listed in this Agreement, including all amendments or addenda agreed between the parties;

"Contract Price" means the price paid to the Contractor for the Products pursuant to the Requirements, as set out in Section 7.0 - *Price*;

"Effective Date" means the date on which this Agreement takes legal force and effect and is the date set out on the first page of this Agreement;

"F.O.B." means that all Products to be transported and delivered by the Contractor to the Work Site will be so transferred and delivered at no risk or cost to the City with the intent and effect that until the Products are delivered, inspected and accepted in writing under this Agreement, all freight, brokerage, customs, insurance, handling, shipping, risk or loss or damage, and all other costs and risks will be borne by the Contractor;

"GST" means the goods and services tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy therefor in force from time-to-time;

"Products" means the granite blocks specified in the Requirements and Granite Block Schedule (attached as Schedule E);

"Proposal" means the proposal submitted in response to the RFP by the Contractor;

"PST" means provincial sales tax administered under the *Social Services Act* (British Columbia) and any successor tax or levies therefor in force from time-to-time;

"Requirements" means all of the requirements set out in Schedule A, Schedule E and elsewhere in the RFP that describe the general requirements that the Products must meet and the Contractor must provide;

"RFP" means Request for Proposal No. PS 06126 including, but not limited to: Part B - Instructions to Proponents; Part C - Special Conditions; Part D - Proposal Form (with Attachment A - Legal Terms and Conditions); Appendix 1- Form of Agreement; Appendix 2 - Granite Block Schedule; Appendix 3 - Certificate of Insurance; and any amendments, addenda, and/or clarifications pertaining to the RFP;

"Security Clearance" means the security clearance required by the City from time to time for personnel being allowed access to the Work Site;

"SEFC" means Southeast False Creek;

"Specifications" means that part of the RFP consisting of general requirements and technical descriptions of the Products, goods, materials, equipment, standards and workmanship;

"Sub-Contractor" means all sub-contractors, suppliers and agents of the Contractor;

"Unavoidable Delay" has the meaning set out in Section 10.0 - *Unavoidable Delay*;

"Unit" means any one unit of the Products;

"WCB Legislation" means the *Workers Compensation Act* and all regulations enacted pursuant to the *Workers Compensation Act*, all as amended and re-enacted from time to time;

"WHMIS Legislation" are the laws governing the information that must be provided on labels of packaging containing hazardous materials;



"Work" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements (including delivery and stockpiling of the Products); and

"Work Site" means the SEFC & Olympic Village site bounded by Cambie Street on the west side, Main Street on east side, 1<sup>st</sup> Avenue on the south side, and False Creek on the north side.

## 2.0 Contract Documents

The terms and conditions of the Contract Documents, whether or not actually attached to Agreement will govern the terms of this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within the Contract Documents, the provisions of the Contract Documents will take precedence and govern in the following priority:

- (a) this Agreement, including the attached Schedules;
- (b) Part C of the RFP - Special Conditions, *[NTD: Add Pertinent Sections]*;
- (c) any Addenda to the RFP issued by the City;
- (d) the Contractor's Proposal; and
- (e) those parts of the RFP not referenced above.

## 3.0 Notices

Any notice required to be given under this Agreement will be given in writing and delivered or mailed by registered mail addressed to the *[NTD: Name of person, title, and entity]* and to the Contractor at the address set out in its Proposal.

## 4.0 Conduct of this Agreement

The Manager of Materials Management for the City will have the conduct of this Agreement.

## 5.0 Requirements

- 5.1 The Contractor will supply the City with the Products pursuant to the Requirements set out in Schedule A, *[NTD: Insert Schedule Reference (Schedule E - Granite Block Details)]* and anything and everything else necessary for or incidental to the Requirements, including supplying all labour, supervision, management, overhead, materials, and supplies, and performing the Work with care, skill, due diligence and efficiency.
- 5.2 The Requirements as set out in the RFP have been prepared by the City to describe in general terms the criteria that the Work must satisfy. However, if there is any discrepancy in the description of the Requirements or any omission of criteria which would be detrimental to the benefits intended to be provided to the City by the Requirements, the Contractor will rectify such a discrepancy or omission to the satisfaction of the City without further compensation.

## 6.0 Delivery

- 6.1 The Contractor will deliver the Product FOB to the location and time to be determined at time of delivery within the Work Site.

Deliveries will be made by the Contractor, at its sole risk and expense to the exact location within the Work Site, as designated by the City, unless other arrangements have been agreed to in writing.

- 6.2 A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS Legislation.
- 6.3 The Contractor is responsible for all transportation arrangements, costs and insurance for each completed Unit.
- 6.4 Evidence of transportation insurance in a form acceptable to the City's Director of Risk Management will be supplied by the Contractor prior to signing the Agreement.

## 7.0 Price

- 7.1 The Products (pursuant to the Requirements) will be provided in accordance with the pricing set out in Schedule B attached hereto.
- 7.2 All pricing will remain fixed for the duration of this Agreement, except where amended pursuant to Section 10.0 - Unavoidable Delay, Section 12.0 - Changes in Requirements or Section 13.0 - Disputes as to Requirements.

## 8.0 Term / Non-Exclusivity

- 8.1 The term of this Agreement starts on the Effective Date and expires on the Contractor's fulfillment of all warranty and other obligations under this Agreement, unless this Agreement is cancelled pursuant to the provisions noted herein.
- 8.2 Despite any other term of the Contract Documents, nothing in this Agreement is intended to grant the Contractor any rights of exclusivity or any other right to be the sole supplier to the City of the Products, and the Contractor now acknowledges and agrees to same.

## 9.0 Cancellation of Contract

- 9.1 The Contractor may not cancel this Agreement without cause. The City may only cancel this Agreement without cause if the City gives notice of cancellation at least 60 days prior to the effective date of such cancellation. As of the effective date of such a notice of cancellation, the Agreement will be cancelled as to all or those specified Products and the parties will have no further obligations to each other in respect to same except that the City will remain liable to pay for those Products already ordered and supplied prior to the effective date of the cancellation, and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

## 10.0 Unavoidable Delay

- 10.1 Subject to Section 10.2, except for the performance of obligations to pay money, time periods for the City and the Contractor's performance under the Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, Acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's

employees or Sub-Contractors' employees, or governmental action taken in the enforcement of law specifically against the Contractor.

- 10.2 Despite Section 10.1, nothing in this Section 10.0 will release the Contractor from the obligation to pay the City concessions or rebates for work interrupted or delayed by an Unavoidable Delay.

#### 11.0 Production Limitations

- 11.1 If any Unit ordered under the Agreement cannot be manufactured because of production limitations, the City reserves the right to partially or wholly cancel the Agreement without liability on ten (10) days written notice.
- 11.2 The Contractor will immediately notify the Manager of Materials Management in writing if such a production situation occurs.
- 11.3 Despite Section 10.1, whether or not the cause is an "Unavoidable Delay", the Contractor will reimburse the City for all of the City's reasonable out-of-pocket costs of maintaining the City's existing construction schedule where same is incurred due to a delay in delivery of the Products.

#### 12.0 Changes in Requirements

- 12.1 The City may, by giving written notice to the Contractor, request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than 20 days after receipt of such notice, inform the City's Manager of Materials Management of any adjustments to the Contract Price, either increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or alternatively, will notify the City's Manager of Materials Management that no adjustment is necessary. If adjustments to the Contract Price are necessary and the City's Manager of Materials Management confirms in writing that such adjustments are acceptable to it, the Requirements and the Contract Price will then be deemed to be amended as agreed by the City's Manager of Materials Management. If the City determines that such adjustments, or no adjustments, to the Contract Price are unacceptable and the City's Manager of Materials Management and the Contractor are unable to agree on an acceptable price, the City's Manager of Materials Management will be entitled to refer such issue to arbitration (pursuant to Section 35.0 - *Dispute Resolution*) to determine the price for such amendments to the Requirements or it may elect either to proceed with this Agreement without the proposed change or it may elect to cancel this Agreement, on 10 days prior written notice without further liability, or recourse, except to pay the Contractor for all work duly performed and Product supplied to the City prior to the effective date of cancellation.

#### 13.0 Disputes as to Requirements

- 13.1 All orders or instructions with respect to the Requirements issued by the Manager of Materials Management to the Contractor will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of this Agreement or involve a change in the Requirements, it must promptly notify the City in writing before proceeding to carry them out and, in any event, within 2 days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City will not constitute an acknowledgement by the City as to the validity of the Contractor's claim, and the City now reserves all rights to

contest or dispute the Contractor's claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. In any event, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

#### 14.0 Sub-Contractors

- 14.1 All Sub-Contractors are the responsibility of the Contractor.
- 14.2 The Contractor will be held as fully responsible to the City for the acts and omissions of its Sub-Contractors and of persons indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 14.3 Nothing contained in this Agreement will create any contractual relationship between the Sub-Contractors and the City.
- 14.4 The Contractor agrees to ensure compliance by every Sub-Contractor with the terms and conditions of this Agreement.

#### 15.0 Named Sub-Contractors

- 15.1 The Contractor confirms that the Sub-Contractors shown in its Schedule D are the only Sub-Contractors that it will use to carry out the Requirements. The Contractor will engage only the listed Sub-Contractors and no others in their stead without prior written authorization of the City, which authorization may be arbitrarily withheld.

#### 16.0 Independent Contractor

- 16.1 The Contractor, its Sub-Contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Sub-Contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

#### 17.0 Assignment

- 17.1 The Contractor, and its appointed Sub-Contractors, may not assign, sublet or let out as task work any part of the Work, and will not assign any interest or any right to payment under this Agreement without first having had and obtained the consent in writing of the City, which consent the City may arbitrarily elect to withhold. If the City consents to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor will in no way be relieved from its responsibility for the fulfilment of the Work, but will continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

#### 18.0 Time of the Essence

- 18.1 For all obligations of the Contractor pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, will not waive the City's right to claim damages for such breach nor constitute a waiver of the City of the requirement of timely performance of any obligation remaining to be performed.

#### 19.0 Compliance with Laws, Permits and Regulations

- 19.1 In carrying out its obligations, the Contractor will familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and will obtain all necessary licenses, permits and registrations as may be required by law.

## 20.0 Inspection

- 20.1 All Products will be subject to inspection and test and must meet the approval of the City as set out in the Requirements.
- 20.2 In the event that the Products or any portion of the Products does not comply with the Requirements of this Agreement or the Contractor's warranty (expressed or implied), the City will have the right either to reject the Products or to require correction and the Contractor will reimburse the City any costs incurred as a result of the non-compliant Products.
- 20.3 Acceptance or rejection of the Products must be made as promptly as practical, but failure to inspect and accept or reject the Products will not relieve the Contractor from responsibility for such Work that is not in accordance with the Requirements.
- 20.4 The City will be the final judge of the Products in respect of both quality and quantity and its decisions of all questions in dispute will be final. Units not accepted will be returned to the Contractor at the Contractor's expense.
- 20.5 Under no circumstances will the City be deemed to have accepted the Products by virtue of a partial or full payment for them.

## 21.0 Quality of Workmanship and Materials

- 21.1 The Contractor will perform the Work with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and the Requirements.
- 21.2 Materials, goods and equipment incorporated into the Products or used to produce the Products will be from suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials, goods or equipment.
- 21.3 Materials are to be applied in accordance with the manufacturer's directions and the Contractor will use the techniques and applications best suited for the type of material being used.

## 22.0 Packaging/Stockpiling

- 22.1 The Products will be adequately packaged to protect from damage during handling, shipment, and storage.
- 22.2 The Products will be stockpiled by the Contractor using a process to protect the Products when stored on open ground.

## 23.0 Product Return Policy

- 23.1 The Contractor will institute a policy and procedure which facilitates the prompt return and credit to the City's account for defective or non-compliant Products.

23.2 The Contractor must fully inspect all Products before shipment to the City and upon request, provide the City with full access to the Contractor's inspection records, process, and place of inspection.

#### 24.0 Intentionally Omitted

#### 25.0 Warranty

*[NTD: if necessary, revise Section based on successful proponent's proposal.]*

25.1 The Contractor warrants that for at least 1 year from the City's first use of the Products, that the Products supplied and Work performed by the Contractor to the City will be in full conformity with the Requirements as well as samples, if any, and if so, then this is a sale by sample as well as by description within the meaning of the *Sale of Goods Act* (BC).

25.2 The Contractor further warrants that for at least 1 year from the City's first use of the Products, the Products and Work will be of merchantable quality, and fit for the intended use and will perform according to the Requirements.

25.3 The Products must be free and clear of all liens, charges and encumbrances.

25.4 The Contractor warrants that its employees and Sub-Contractors have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement.

25.5 The Contractor now warrants that all claims and representations made by it in its Proposal with respect to third party products and services have been fully authorized by that third party.

25.6 The warranty period is to commence at the time the City puts the Products in place or three months after acceptance of the Products, whichever is sooner.

25.7 The City will notify the Contractor the date that the Products are put in place.

25.8 The warranty is to be in the name of the City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4.

#### 26.0 Protection of Person and Property

26.1 The Contractor will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner by the Contractor, or its employees or Sub-Contractors.

26.2 The Contractor will effectively warn and protect the public and other personnel from any danger as a result of the Work being done.

#### 27.0 Rectification of Damage and Defects

27.1 The Contractor will rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor will then pay

to the City the costs of repairing the loss or damage promptly upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

## 28.0 Clean Up

28.1 The Contractor will at all times conduct the Work in an orderly and reasonably tidy manner, and will at suitable intervals remove any accumulation of rubbish or refuse materials. At no time will any person employed by the Contractor or by any of its Sub-Contractors discard any litter or garbage on or adjacent to the Work Site, except into a suitable container.

## 29.0 Passage of Title and Risk

29.1 Despite any other term of this Agreement, (a) risk of loss or damage to the Products and Work performed will remain with the Contractor until the receipt and written approval of the Products and/or Work performed is rendered by the City, and (b) title to the Products will pass to the City upon safe delivery to the City's Work Site (but will revert in the Contractor upon the City's delivery of written notice of rejection of the Products or any Unit).

## 30.0 Indemnification

30.1 The Contractor will indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to:

- (a) any injury, including death, property loss or damage arising from any (i) defect in the Products, or (ii) act or omission of the Contractor, its employees, officers, volunteers, Sub-Contractors, or any other persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Work, or (iii) any breach of this Agreement, or the Contract Documents;
- (b) any claim which may be made for a lien or charge at law or in equity or any claim or liability under the *Builders Lien Act* (British Columbia), or to any attachment for debt, garnishee process or otherwise; or
- (c) the Contractor's failure to pay all royalties and license fees or on account of suits or claims of infringement by the Contractor, its Sub-Contractors, or the Products or Work of trademarks, patents, copyright, or any other infringement of third party intellectual property rights.

## 31.0 Insurance Requirements

31.1 Without limiting any of its obligations or liabilities under the Agreement, the Contractor and its Sub-Contractors will obtain and continuously carry during the term of this Agreement at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.

- (a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Sub-Contractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal

injury including death, bodily injury and property damage which may arise under this Agreement.

The limit of commercial general liability insurance will be not less than \$5,000,000 per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and completed operations. The deductible per occurrence will not exceed \$5,000 per occurrence.

The policy of insurance will:

- i. be on an occurrence form;
- ii. add the City and its officials, officers, employees and agents as additional insureds;
- iii. contain a cross-liability or severability of interest clause; and
- iv. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

(b) The Contractor will ensure that vehicles owned and/or operated by the Contractor in connection with this Agreement maintain Third Party Legal Liability Insurance in an amount not less than \$5,000,000 per occurrence.

- 31.2 All insurance policies will be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk and Emergency Management and will provide the City's Director of Risk and Emergency Management with 60 days prior written notice of material change, lapse or cancellation. Notice must identify the Agreement title, number, policy holder, and scope of work.
- 31.3 The Contractor and each of its Sub-Contractors will provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 31.4 Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of this Agreement with respect to liability of the Contractor or otherwise.
- 31.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.
- 31.6 Prior to the Effective Date, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of Certificate of Insurance, supported by a certified copy(s) of the policy(s) if requested by the City. The Certificate of Insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies will be made available to the City's Director of Risk and Emergency Management at any time during the term of this Agreement immediately upon request.
- 31.7 The Contractor will provide in its agreements with its Sub-Contractors clauses in the same form as in this Agreement. Upon request, the Contractor will deposit with the



City's Director of Risk and Emergency Management detailed certificates of insurance for the policies it has obtained from its Sub-Contractors and a copy of the applicable insurance clauses from its sub-contract agreements.

- 31.8 The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

### 32.0 Workers' Compensation

- 32.1 Prior to commencing any Work on the Work Site, the Contractor must provide evidence that it is in good standing with the Workers' Compensation Board of British Columbia ("WCB"). The Contractor is responsible for having the area for the delivery and stockpile of granite blocks secured in accordance with WCB Legislation and ensure the safety of the public at all times during the performance of such Work.

- 32.2 The Contractor will:

- (a) advise the City of any accidents or incidents at the Work Site that must be reported to the Workers' Compensation Board; and
- (b) inform all persons working under this Agreement at the Work Site of the health and safety requirements at the Work Site.

- 32.3 At all times the Contractor will ensure that its workers and Sub-Contractors coming onto the Work Site will comply with:

- (a) the WCB Legislation;
- (b) the Contractor's safety program; and
- (c) all Work Site safety requirements.

### 33.0 Character of Workers

- 33.1 On the written request of the City, the Contractor will remove from the Work Site or work on the Products any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- (a) intoxication;
- (b) use of foul, profane, vulgar or obscene language or gestures;
- (c) solicitation of gratuities or tips from any person for services performed under this Agreement;
- (d) wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- (e) any action which may constitute a public nuisance or disorderly conduct.

- 33.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

### 34.0 City's Right to Remedy

- 34.1 Should the Contractor neglect to execute the Work properly or fail to perform any provision of this Agreement, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

### 35.0 Dispute Resolution

- 35.1 All claims, disputes or issues in dispute between the City and the Contractor will be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction within British Columbia and be governed by the laws of British Columbia.
- 35.2 In the event that (a) the parties agree to arbitration pursuant to the above, or (b) a matter is referred to arbitration by City's Manager of Materials Management, pursuant to Section 12.0, the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 35.3 In the event that the parties agree to arbitration, the arbitration will take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 35.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.
- 35.5 Despite Section 35.1, the laws of British Columbia will govern this Agreement and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 35.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.

### 36.0 Cancellation

- 36.1 The City may, by written notice to the Contractor, immediately cancel the whole or any part of this Agreement in any one of the following circumstances:
- (a) pursuant to Section 12.0;
  - (b) if the Contractor fails to make delivery of the Products within the time specified, or fails to perform any other provisions, terms or conditions of this Agreement within the time specified, or within a reasonable time if no time is specified;
  - (c) if the Contractor performs any act or does anything which causes the City to incur any legal liability whatsoever;
  - (d) if the Contractor fails to meet the safety requirements of this Agreement;
  - (e) if any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under this Agreement;
  - (f) if the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors; or
  - (g) if the Contractor breaches any other term of this Agreement.

- 36.2 Upon cancellation of this Agreement, the City will have no obligation to the Contractor except to pay for such Units properly delivered prior to the date of the cancellation of this Agreement.
- 36.3 Upon cancellation of this Agreement in whole or in part, the City may procure similar Products and the Contractor will be liable to the City for any excess costs for such similar Products. The Contractor will not be liable for any excess costs where the cancellation is effected pursuant to paragraphs 36.1(a) and Section 12.0.

### 37.0 Payments

- 37.1 The Contractor will be paid net 30 days from receipt of invoice and acceptance of the Products, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.

### 38.0 Taxes

- 38.1 Unless otherwise provided herein, the City will pay the GST and PST on the Products to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under this Agreement.
- 38.2 Prices agreed upon per Unit (refer to Schedule B) are to be exclusive of GST and PST, with all costs relating to freight, handling, import duties, brokerage, royalties, overhead, profit and any and all other costs included as noted in Schedule B.
- 38.3 Invoices must separately show the appropriate amounts for GST and PST.
- 38.4 NON-RESIDENT WITHHOLDING TAX

If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada), as amended, then, and the Consultant hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Revenue Canada, taxation sums not greater than the greater of:

- (i) 25% of all monies payable under this Agreement; and
- (ii) sums required to be withheld and remitted by the *Income Tax Act* (Canada), as amended.

The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest shall be payable by the City on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

### 39.0 Contract Management and Representation

- 39.1 The Contractor's Contact Person will be *[NTD: Insert Name & Title]*.
- 39.2 The Contractor's Contact Person will make decisions to ensure that the Agreement implementation and day-to-day operation are as specified herein, and will serve as a point of contact for the City.

**40.0 Set-off**

40.1 The City may, at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.

**41.0 Joint Venture or Partnership**

41.1 If a joint venture or partnership, the Contractor represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Contractor will be joint and several.

**42.0 Entire Agreement**

42.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations and agreements whether verbal or written between the parties with respect to their subject matter. The Contractor now acknowledges that it is not relying on any representations of the City as to the performance of the Requirements, except as expressly stated in the RFP.

**43.0 Failure to Enforce**

43.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement will not constitute a waiver of such terms and conditions, and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

**44.0 Successors and Assigns**

44.1 This Agreement will benefit and bind each party and its successors and permitted assigns.

**45.0 Letter of Credit**

45.1 Concurrently with entering into this Agreement, the Contractor shall deliver to the City, a clean, unconditional irrevocable demand letter of credit payable in the amount of One Hundred Thousand Dollars (\$100,000) (hereinafter called the "Letter of Credit") issued in favour of the City by a Schedule I Canadian chartered bank or Schedule II Canadian chartered bank and on terms satisfactory to the City's Director of Legal Services.

[INTENTIONALLY BLANK]

45.2 The Letter of Credit must be for a six (6) month term and may be drawn on by the City to reimburse the City for any losses or damages suffered (for certainty, including delay claims incurred by the City) as the result of the Contractor's breach of this Agreement (without limitation and for example purposes only, the Contractor's failure to deliver the Products specified on or before March 15, 2007 to the Work Site).

AS EVIDENCE OF THE CITY'S AND CONTRACTOR'S agreement to be legally bound by the terms of this Agreement, the City and Contractor have signed and delivered this Agreement effective as the Effective Date.


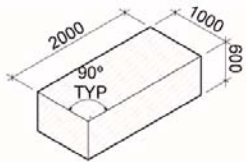

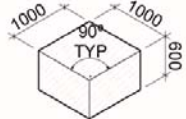

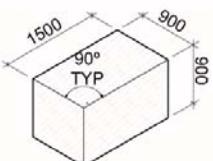

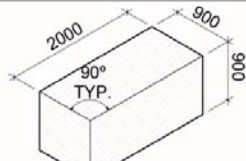

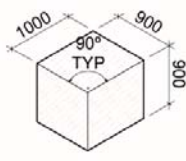

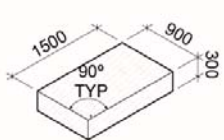
CITY OF VANCOUVER:

\_\_\_\_\_  
Director of Legal Services )  
)  
)  
)  
)  
) (C/S)

*[NTD: Insert Name of successful proponent]*

\_\_\_\_\_  
Authorized Signatory )  
)  
)  
)  
)  
)  
) (C/S)  
\_\_\_\_\_  
Print Name and Title )

### GRANITE BLOCK SCHEDULE

TYPE	QUANTITY	DESCRIPTION	DIMENSIONS
	161	<b>INLET TERRACE GRANITE BLOCK</b> SIZE: 2000x1000x600mm (79"x39"x24") FINISH: SPLIT FACE ALL SIDES	
	24	<b>INLET TERRACE GRANITE BLOCK</b> SIZE: 1000x1000x600mm (39"x39"x24") FINISH: SPLIT FACE ALL SIDES	
	69	<b>GRANITE SEATING BLOCK</b> SIZE: 900x1500x900mm (36"x59"x36") FINISH: SPLIT FACE ALL SIDES	
	4	<b>GRANITE SEATING BLOCK</b> SIZE: 900x2000x900mm (36"x79"x36") FINISH: SPLIT FACE ALL SIDES	
	3	<b>GRANITE SEATING BLOCK</b> SIZE: 900x1000x900mm (36"x39"x36") FINISH: SPLIT FACE ALL SIDES	
	6	<b>GRANITE SEATING BLOCK</b> SIZE: 900x1500x300mm (36"x59"x12") FINISH: SPLIT FACE ALL SIDES	



CITY OF VANCOUVER

CERTIFICATE OF INSURANCE

Section 1 & 8 - to be completed by City staff  
 Section 2, 3, 4, 5, 6 & 7 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
 Attn \_\_\_\_\_  
 Tel (604) \_\_\_\_\_ Fax (604) \_\_\_\_\_  
 Email \_\_\_\_\_

*And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.*

2. NAMED INSURED

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

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

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE \_\_\_\_\_

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

Naming City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests  
 INSURER \_\_\_\_\_ Insured Values (Replacement Cost) -  
 TYPE OF COVERAGE \_\_\_\_\_ Building and Tenants Improvement \$ \_\_\_\_\_  
 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 Limits of Liability (Bodily Injury and Property Damage Inclusive) -  
 • Cross Liability or Severability of Interest Per Occurrence \$ \_\_\_\_\_  
 • Employees as Additional Insureds Aggregate \$ \_\_\_\_\_  
 • Blanket Contractual Liability All Risk Tenant's Legal Liability \$ \_\_\_\_\_  
 • Non-Owned Auto 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. OTHER REQUIRED INSURANCE

TYPE OF INSURANCE \_\_\_\_\_ Limits -  
 INSURER \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_

TYPE OF INSURANCE \_\_\_\_\_ Limits -  
 INSURER \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_

8. POLICY PROVISIONS

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:  
 a) City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.  
 b) SIXTY (60) days written notice of cancellation or reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.  
 c) The insurance policy (policies) listed herein shall be primary. Any insurance or self-insurance maintained by City of Vancouver shall be in excess of this insurance and not contribute to it.

SIGNED BY THE NAMED INSURED (Contractor/Tenant/Lessee/Permittee/Licensee) \_\_\_\_\_

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

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



## Request for Proposal

No. PS06126

Southeast False Creek and Olympic Village Supply of Granite Blocks

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To acknowledge your intent to submit a Proposal, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, Thursday, November 30, 2006.

Philip Lo  
Senior Administrative Assistant  
City of Vancouver  
Fax: (604) 873-7057  
Email: purchasing@vancouver.ca

## Your details:

Proponent's Name: \_\_\_\_\_  
"Proponent"

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

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

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company **WILL**  / **WILL NOT**  submit a proposal for  
"Southeast False Creek and Olympic Village Supply of Granite Blocks"  
by the Closing Time of Tuesday, December 5, 2006 at 11:00:00 A.M.

\_\_\_\_\_  
Authorized Signatory and Name of Company (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date





## Request for Proposal

No. PS06126

Southeast False Creek and Olympic Village Supply of Granite Blocks

To acknowledge your intent to attend the Informational Meeting being held as per Part A - Introduction, Section 1.1, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, Friday, November 24, 2006.

Philip Lo  
Administrative Assistant  
City of Vancouver  
Fax: (604) 873-7057  
Email: purchasing@vancouver.ca

## Your details:

Proponent's Name: \_\_\_\_\_  
"Proponent"

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

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

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company WILL / WILL NOT attend the informational meeting for  
"RFP PS06126 - Southeast False Creek and Olympic Village Supply of Granite Blocks"

\_\_\_\_\_  
Authorized Signatory and Name of Company (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date