



REQUEST FOR PROPOSAL NO. PS10293

SUPPLY OF TELEMETRY AND COMMUNICATIONS HARDWARE AND SUPPORT SERVICES

Proposals will be received in the City of Vancouver's ("City's") Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time, 3:00:00 P.M., Purchasing Services Office Clock Time (as defined in Note 2 below), Tuesday, January 27, 2011.

NOTES:

1. Proposals are to be submitted in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days from 8:30 am to 4:30 pm Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this RFP shall be submitted

in writing to the attention of:

Gamaliel Martinez, SCMP
Contracting Specialist
FAX: 604.873.7057
E-MAIL: purchasing@vancouver.ca

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1.0 Overview

- 1.1 This Request for Proposal (“RFP”) identifies a business opportunity for the successful Proponent to supply and provide support services, only, for the City of Vancouver’s Potable Water Supervisory Control and Data Acquisition (SCADA) system. The City of Vancouver (“City”) is requesting proposals from interested firms with expertise in SCADA and component Remote Terminal Units (“RTU”).

The successful Proponent’s work on this project will consist of supplying the hardware, software and technical support for the product only for the upgrading the Fresh Water SCADA system from the outdated Motorola MOSCAD RTU to the new Motorola ACE 3600 RTU. City will be performing all the other work including installation and software configuration.

- 1.2 The City will consider Proposals that meet either all or part of the requirements (the “Requirements” as described in Schedule A - Requirements and Schedule A-1 - Specifications). The successful Proponent will be the Proponent who offers the best value, which will be assessed as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, and operations and maintenance enhancements.

- 1.3 A proponents’ Information Meeting and Site Visit (“Information Meeting and Site Visit”) has not been schedule at the time this RFP was posted.

Should an Information Meeting and Site Visit be scheduled, the City will provide an opportunity for potential Proponents to seek clarification on the requirements stated in the RFP and the RFP process only. No new additional information will be provided. While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and Site Visit and to have received all of the information given at the Information Meeting and Site Visit.

- a. Proponents are encouraged to pre-read this RFP and submit any questions relating to this RFP document to the contact person listed on the cover page prior to the Informational Meeting and Site Visit.
- b. All prospective Proponents are to pre-register for the Information Meeting and Site Visit by submitting an Information Meeting and Site Visit Attendance Form by fax to 604-873-7057 or e-mail to purchasing@vancouver.ca. The form would be provided at the time the Information Meeting and Site Visit is scheduled.
- c. The City in good faith will attempt to give accurate verbal responses to questions during the Information Meeting and Site Visit but Proponents are advised that they may only rely on the formal written responses issued by the City. Therefore, any questions that arise out of the Information Meeting and Site Visit need to be submitted in writing to purchasing@vancouver.ca as indicated in the RFP.

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PART A - INTRODUCTION

1.4 Proposed RFP schedule.

EVENT	DATE
Issue Date of RFP	January 7, 2011
Deadline for submission of Information Meeting Response Form	TBD
Information Meeting	TBD
Deadline for Enquiries	January 20, 2011
RFP Closing	January 27, 2011

2.0 The City of Vancouver

The City of Vancouver, with a population of approximately 560,000 lies in a region of more than two (2) million people. Vancouver is the largest city in the province of British Columbia and the third largest metropolitan area in Canada. As the main western terminus of Canada's transcontinental highway and rail routes, as well as home to the Port of Vancouver, Vancouver is the primary city of western Canada and one of the nation's largest industrial centres.

Vancouver is consistently rated as one of the most liveable cities in the world and is host city of the 2010 Olympic and Paralympics Winter Games.

3.0 Objectives

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 and Schedule A-1 - Specifications. 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 Contractual Requirements

4.1 A sample of the City's Product Supply and Delivery Agreement outlining the City's contractual requirements for payment, deliverables, professional liability, insurance, WorkSafeBC coverage and compliance, change orders, and all other relevant business issues and risk allocations is attached as Appendix 3. Proponents are requested to review and confirm as part of their proposal that they are agreeable to and can meet the requirements of all of the terms of the sample Product Supply and Delivery Agreement or if they consider any part of the sample Product Supply and Delivery Agreement to be inconsistent with their proposal, to suggest alternative contractual language in Schedule C - Deviations and Variations.

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NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part C) 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

It is the sole responsibility of all Proponents to check the City's website at: <http://vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP.

Proponents are 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

The City's Director of Supply Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.

It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries are to be in written form only e-mailed to purchasing@vancouver.ca or faxed to 604-873-7057 to the attention of the contact person shown on the cover page no less than five (5) Business Days prior to the Closing Time. If required, an addendum will be issued and posted on the City's website.

3.0 Contract Requirements

The term of the Contract shall be as per timeline set out in the sample agreement attached as Appendix 3.

Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.

The successful proponent will be requested to enter into a Contract substantially in accordance with the sample agreement provided as Appendix 3. If any of the terms set out in the sample agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its Proposal Form (Schedule C - Deviations and Variations).

While the City is not obligated to accept any alternatives, deviations or variations to the sample Product Supply and Delivery Agreement, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

4.0 Pricing

Prices quoted are to be exclusive of HST, except where expressly requested.

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Pricing shall be held firm for the term of the Contract, unless otherwise expressly agreed to by the City.

Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

Prices are to be quoted in Canadian currency.

5.0 Consortium Proposals

The City will consider a proposal from two (2) 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. While the City will consider such a consortium proposal, the City has a strong preference for proposals submitted by a single firm who would act as a prime contractor and then supplies any required specialist expertise via sub-Contractors or sub-consultants, as the case may be.

A single person or company is to be identified as the Key Contact Person on the Proposal Form (Part C), 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.

Consortium proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.

The City reserves the right to accept or reject any consortium as proposed or choose to negotiate a contract with individual consortium members separately, or to negotiate for the selection of one consortium member as a prime contractor with the other members acting as sub-Contractors or Sub-consultants. Each component of the consortium proposal should be priced out individually.

6.0 Submission of Proposal

Proponents are to submit three (3) hard copies of their Proposal in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda for each binder. Proponents should also submit one (1) electronic PDF copy of their proposal following the same format described above on CD. All copies are to be submitted 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 at the location shown on the title page of this RFP.

Only the English language may be used in responding to this RFP.

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.

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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.

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 Office, #320-555 West 12th Ave., East Tower, V5Z 3X7 and signed by the authorized signatory for the Proponent.

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

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.

Proponents should 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 understands the scope of the Requirements.

Proposal Form: The Proponent is to complete the Proposal Form and attached Attachment A - Legal Terms and Conditions to Part C, included in this RFP in accordance with the instructions.

Required Documents: The Proponent is to attach any required documents described in Section 1.0 - Required Documents of the Proposal Form.

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. Each schedule is to be separated in its own tab.

Added Value: Proponents may submit Added Value services above and beyond the scope of work and are to identify same as additional appendices within their Proposal.

8.0 Bid and Performance Security

Not required.

9.0 Conflict of Interest

Proponents are to ensure that:

any and all conflicts or potential conflicts;

any and all collusion, or appearance of collusion; and

any and all corporate, individual and other entities affiliated with the Proponent who are registered as lobbyists under any lobbyist legislation in any jurisdiction in Canada or the United States of America, are fully and properly disclosed in Section 6.0 of Part C - Attachment A - Legal Terms and Conditions.

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 awarded in reliance on the information contained in the submitted Proposal.

If any director, officer, employee, agent or other representative of a proponent makes any representation or solicitation to any officer, employee, agent or elected official of the City with respect to its Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

10.0 Opening of Proposals

The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

11.0 Evaluation of Proposals

Proposals will be evaluated by representatives of the City 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 and the cost /expense for same;
- b) proven experience in delivering a similar scope of work;
- c) history of projects with the City and other municipal governments;
- d) experience in the supply of SCADA components and RTU on similar projects;
- e) the Proponent's ability to deliver the Requirements when and where required;
- f) the proposed delivery schedule;
- g) compliance with the City's insurance requirements;

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- h) 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;
- i) environmental issues considered by the Proponent;
- j) quality of Proposal, including any innovative concepts; and
- k) any other criteria set out in the RFP or otherwise reasonably considered relevant.

The City may elect to short list Proponents in stages as deemed necessary.

Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, and/or furnishing additional technical data.

Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

The City may request that any or all Sub-contractors of the Proponent undergo the same evaluation process.

12.0 Proposal Approval

Proposal approval is contingent on funds being approved and the Proposal being approved. Only then may the successful Proponent and the City proceed to settle, draft and sign the necessary legal agreement.

The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.

The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:

- accept any Proposal;
- reject any Proposal;
- reject all Proposals;
- accept a Proposal which is not the lowest Proposal;

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accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this RFP;

reject a Proposal even if it is the only Proposal received by the City;

accept all or any part of a Proposal; and

split the Requirements between one or more Proposals.

13.0 Alternate Solutions

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.

14.0 Environmental Responsibility

The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Consultant supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.

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.

15.0 Freedom of Information and Protection of Privacy Act

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

16.0 Confidentiality

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.

This RFP is the property of the City. Copies may not be made or distributed without the prior written approval of the City's Director of Supply Management.

17.0 Advertising

The approval of any Proposal and the signing of an Agreement does not allow a Proponent to advertise its relationship with the City, in any way without the City's prior written authorization.

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18.0 Non-Resident Withholding Tax

Please 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 thirty (30) days before commencing the service.

19.0 Legal Terms and Conditions

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

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PART C - PROPOSAL FORM

Proponent's Name: _____
"Proponent"

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

HST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____
(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Dunn and Bradstreet Number: _____
(or N/A if not applicable)

Attach additional pages immediately behind this page for sub-Contractors and/or sub-Consultants, if applicable.

To the City of Vancouver Supply Management Department,

The Proponent, having carefully examined and read the RFP, including the sample Professional Services Agreement and its Appendices (if any), now submits the following Proposal:

1.0 Required Documents

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
1.	Certificate of Existing Insurance (Section 10 of Schedule A; Appendix 1)	Yes	
2.	Letter from Insurance Broker or Agent (Section 10 of Schedule A)		
3.	WorkSafeBC Clearance Letter (Section 11 of Schedule A)		
4.	Signed Proposal Declaration Form (Part C- Proposal Form)		
5.	Signed Attachment A - Legal Terms and Conditions		

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PART C - PROPOSAL FORM

2.0 Proponent's Declaration and Acknowledgment

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*)

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 the proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Contractor following the signing of the Contract (if any).

1.2 Definitions

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

- a) "Best Value" combines and balances, financial, social and environmental factors in the awarding of Contracts at the City. The specific criteria considered and how they are weighted will vary depending on the goods or services being procured.
- b) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- c) "Contract" means any legal agreement, if any, entered into between the City and the successful proponent following the conclusion of the RFP process, approval of the Contract by City Council, and the settlement, execution and delivery of same by each party to the Contract.
- d) "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).
- e) "Project" means RFP PS10273 - Supply and Installation of a Web Content Management System.
- f) "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.
- g) "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 other proponent, excluding or including the Proponent, depending on the context.

- h) “RFP” means the documents issued by the City as Request for Proposal No. PS10293, including all amendments and addenda.
- i) “Sub-contractors” includes any or all third parties listed in Schedule D of this Proposal Form.
- j) “Supplier Code of Conduct” means minimum performance standards that all Suppliers must meet with respect to basic environmental practices, human rights and labour practices. It will ensure workers who make or deliver City products and services are treated fairly according to local or internationally accepted standards. Suppliers will be required to sign-off on the Supplier Code of Conduct prior to commencing business with the City.
- k) “Sustainability” means forms of progress that meet the social, environmental and economic needs of the present without compromising the ability of future generations to meet their needs.

All other terms (capitalized or not) have the meanings given to them in the RFP.

2.0 GENERAL TERMS AND CONDITIONS OF 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 unless and until the City enters into a Contract. This RFP process is at all times contingent on funds being approved by the Vancouver City Council and a Contract 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 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 a Contract with the Proponent.

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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 proposal process; or
- (ii) any contract or tort law duty to preserve the integrity of the RFP 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 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 proposal process.

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 a Contract. 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 a Contract, 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 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 process;
- c) the Proponent preparing and submitting its Proposal;
- 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 a Contract or not enter into any Contract; and
- (f) the proponent(s), if any, with whom the City enters a Contract.

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 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 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 the RFP or this 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 a Contract) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- a) The arbitrator will be selected by the City's Director of Legal Services.
- b) 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.

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5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

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

- a) All RFP packages including Amendments, Addenda and Questions & Answers 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(s), 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.

- END OF PAGE -

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 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 no Conflict of Interest in RFP Process

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].

6.2 Declaration as to no Conflict of Interest Respecting Proposed Services

The Proponent now confirms and warrants that neither the Proponent nor its proposed Sub-contractors

- a) are currently engaged in providing (or are proposing to provide) the supply and delivery of janitorial and cleaning supply services of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (aka Metro Vancouver), or any member local governments of Metro Vancouver,
- b) such that entering into the Form of Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's or its Sub-Contractors' duties of loyalty to the organizations noted in (a) above, 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].

6.3 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 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].

6.4 Declaration as to Lobbyist Status

The Proponent now confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist

legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above]

7.0 NO PROMOTION OF RELATIONSHIP

- 7.1 The successful proponent must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials, without the express prior written consent of the City (except as may be necessary for the successful proponent to perform the successful proponent's obligations under the terms of the Contract). The successful proponent undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the successful proponent undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the successful proponent and the International Olympic Committee, the Olympics or the Olympic Movement.

8.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 8.1 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 issuance and will remain legally enforceable by and against the Proponent and City.

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 ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

REQUEST FOR PROPOSAL NO. PS10293
SUPPLY OF A WATER DESIGN CONTROL SYSTEM
SCHEDULE A- REQUIREMENTS

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). Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.0 Company Profile

- 1.1 Provide a description of the 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 as well as each key personnel employed by any named proposed Sub-Contractor to the Proponent.

2.0 Key Personnel

- 2.1 Identify and provide resumes for the key personnel in the Proponent's proposed team and outline what their roles will be in servicing this Project.
- 2.2 Include a list of at least three (3) relevant and successfully completed projects, with references and telephone numbers for each. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.
- 2.3 Include an organization chart for the Proponent's proposed Project team, identifying the team leader or project manager, and all roles and areas of responsibility.
- 2.4 Preference will be given to Proponent's consulting teams that demonstrate knowledge and experience involving municipal SCADA systems. Proponents are to state the knowledge and experience of each proposed team member. For team members with limited or no knowledge and experience, Proponents are to describe these team members' roles in the Project, and how the rest of the team will support these team members.

3.0 Project Timeline

- 3.1 Proponents are to develop a schedule to ensure that the Project is completed by the end of July 31, 2011.
- 3.2 No additional payments will be made to the Consultant as a result of any delays in implementing the Project.

4.0 Requirements Overview

- 4.1 The City has identified the key requirements in Schedule A-1 Specifications, which the Proponent is to address in its Proposal.
- 4.2 Although it is necessary that the Proponent submit a detailed response to the following requirements, including, but without limitation to, a work program and maximum total fee for the scope of services described in this RFP, the City is interested in proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all proposals.

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5.0 General Methodology and Work Program

- 5.1 Section 6.0 - Project Tasks describes the scope of the Proponent's work for the City's Water Design Control System project as contemplated by the City, and subject to council funding authorization. Proposal submissions should comment on the scope of work, indicate any proposed changes, and outline the resources expected to be devoted by the Consultant.
- 5.2 Proponents are to provide a detailed plan of approach and description of the services proposed, including the details of the services, if any, that the Proponents intend to obtain by using Sub-Contractors.
- 5.3 Proponents are to include in their proposal an itemized work program grouped by Project Task (as hereinafter defined) with a description of each task and City approval proposed. Project Tasks must include all of the tasks outlined in Section 6.0 below. Activities identified in this section should be carried forward to a Gantt chart and task/cost schedule, to be included in the "Schedule and Financial Proposal" sections of the submission.
- 5.4 In the Proposal, the Proponent should provide a delivery schedule for the components set out in the pricing table in schedule B;

6.0 Communications

- 6.1 The Supplier will provide regular updates to keep the City apprised of any issues that would cause delays to the proposed delivery schedule.

7.0 Value Added Services

- 7.1 Within its response to Schedule A and A-1, the Proponent has the opportunity to offer and describe any value added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the Contract. Unless otherwise stated, it is understood that there are no extra costs for these services; however, if there are any additional costs pertaining thereto, the summary and explanation of those costs should be appended to the Schedule B - Pricing Sheet.

8.0 Insurance Requirements

- 9.1 Proponents are to submit with their Proposals a Certificate of Existing Insurance (in the form set out as Appendix 1) duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements set out in this section should they be selected as the successful Proponent.
- 9.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Certificate of Insurance" attached as Appendix 2. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

9.3 Required Types/Amounts

Prior to commencing the Services, the Supplier will obtain at its own expense,

- (a) a Comprehensive General Liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, and a deductible of not more than five thousand dollars (\$5,000), protecting the Supplier and Supplier's Personnel against all claims for personal injury, death, bodily injury or property damage arising out of the operations of the Supplier or the actions of the Supplier or Supplier's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and City's Personnel as additional insured.
- (b) Automobile insurance covering all vehicles owned, leased or operated by the Supplier in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence, or such higher amount as the City may require from time to time.
- (c) All-Risks property insurance, including transportation/transit coverage, covering the Supplier's property of every description, including work/products in-progress prior to delivery, containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents (a "Waiver of Subrogation").

9.4 Required Policy Terms

All required insurance policies will remain in full force and effect at all times until completion of the Services and for a period of not less than two (2) years following the completion of the Services and will,

- (a) be obtained and issued by insurance companies authorized to carry on business in British Columbia, on terms satisfactory to the City's Director of Risk Management,
- (b) be primary insurance in respect to the City and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies,
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 days' prior written notice by registered mail,
- (d) contain a clause that waives the insurer's right of subrogation against the City and City's Personnel.

9.4.1 The Supplier and each of its Sub-Contractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

9.4.2 Neither the providing of insurance by the Supplier or Sub-Contractors in

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accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Supplier from any other provisions of the Contract Documents with respect to liability of the Supplier or otherwise.

9.5 Insurance Certificate

Prior to the Effective Date, the Supplier will provide the City's Project Manager with evidence of all required insurance to be taken out in the form of the Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the Contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. 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 Management at any time during the performance of the Services immediately upon request. The Certificate of Insurance will not contain any disclaimer whatsoever.

9.6 Sub-Contractor's Insurance

The Supplier will provide in its agreements with its Sub-Contractors clauses in the same form as in this Agreement. Upon request, the Supplier will deposit with the City's Director of Risk 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-Contractor agreements.

9.0 WorkSafeBC Requirements

11.1 Maintain Coverage - General

The Supplier will carry and pay for full WorkSafeBC coverage for itself and all personnel engaged in or on the Services, failing which the City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WorkSafeBC coverage against any amounts owing by the City to the Supplier. The City will have the right to withhold payment under this Agreement until WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

11.2 Provide Evidence of Coverage - General

The Supplier will provide the City with the Supplier's WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Supplier is registered in good standing with WorkSafeBC and that all assessments have been paid to date prior to the City having any obligation to pay any invoice under this Agreement. The Supplier will indemnify the City and hold harmless the City from all manner of Losses arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of the Services or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

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11.3 Special WorkSafeBC Requirements Where Services Are Provided on City of Vancouver Sites

- (a) Prior to commencing any Services on any City Site, the Supplier must provide updated evidence to the City's Project Manager that it is in good standing with WorkSafeBC. The Supplier is responsible for having the City Site secured in accordance with WorkSafeBC Regulations and ensure the safety of the City Site during the performance of the Services on the City Site.
- (b) The Supplier is now appointed and now accepts appointment as the Prime Supplier for the purpose of this Agreement and as such, has the responsibility to
 - (i) ensure the Services are performed in a safe manner that complies with all WorkSafeBC Regulations,
 - (ii) direct and coordinate the work activities related to the health and safety of all of the Supplier's Personnel and any other workers within the City Site,
 - (i) obtain from the City written information on hazards and conditions and the methods to address the hazards and conditions and circulate this information to all workers within the City Site.
- (c) Prior to commencing any Services on the City Site, the Supplier must,
 - (i) have its own safety program and have written safe work procedures specific to the Services being performed available at the City Site, and
 - (ii) ensure the safety program meets the requirements of WorkSafeBC Regulations.
- (d) The Supplier must also,
 - (i) advise the City of any accidents or incidents at the City Site that must be reported to WorkSafeBC, and
 - (ii) inform all personnel performing the Services on the City Site of the health and safety requirements at that workplace.
- (e) At all times the Supplier will ensure that its personnel, and all other workers engaged or indirectly engaged by the Supplier coming onto the City Site will comply with
 - (i) WorkSafeBC Regulations,
 - (ii) the Supplier's safety program, and
 - (ii) all work site safety requirements.

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10.0 Dun & Bradstreet

10.1 The Supplier should provide the City with the Supplier's D-U-N-S registration number.

11.0 References

11.1 The Proponent is to describe the Proponent's relevant experience with similar engagements for similar work over the last two (2) years as well as references for same 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.

COMPANY NAME AND ADDRESS	CONTACT NAME	CONTACT TELEPHONE NUMBER	CONTACT EMAIL ADDRESS	BRIEF DESCRIPTION OF WORK AND DATE PERFORMED

1. General

1.1 High Level Requirements

1.1.1 The Remote Terminal Unit (RTU) shall be an extremely high performance device with built in advanced networking features. The unit must be designed to provide scalability and modularity to optimize the performance of the specified control system. The unit shall be of rugged design that meets the harsh requirements of the environment as listed later in the Technical Specifications.

1.1.2 Basic RTU Requirements

The RTU should meet the following basic requirements or equivalent

- .1 Based on a real-time high-performance processor
- .2 Employ a true real-time operating system, (not office applications O/S such as Windows or Linux)
- .3 Built-in multiple Ethernet ports 10/100 MB (expandable to three ports)
- .4 Built in multiple serial ports Rs-232/RS-485 (expandable to four ports)
- .5 Integrated wireless modems (as minimum support of two wireless network)
- .6 Universal design suitable for industrial enclosure or 19" rack installation 19" rack mountable on a multi-slot frame, with a modular expandable configuration from small to large I/O configurations
- .7 Industrial enclosures - NEMA 4X / IP56 Housing, 40 x 40 cm and 50 x 50 cm
- .8 Single density I/O modules for stringent industrial applications
- .9 Double density I/O modules for cost effective SCADA solutions
- .10 Hot-Swap I/O replacement
- .11 Wide operating temperature range -40 to +70 °C.
- .12 Universal AC and DC controlled power supply integrated with optimized battery charger
- .13 Dual power supply redundancy
- .14 Integrated and modular backup battery up to 10 Ah
- .15 GPS receiver support for time synchronization
- .16 System building tools for configuration and programming
- .17 Remote firmware and program download

1.1 Detailed RTU Information

1.2.1 The Remote Terminal Unit (RTU) should be an intelligent unit capable of performing data acquisition, data processing and local control. It should be able to monitor and activate or exchange information with local equipment in a stand-alone mode, as well as being an intelligent communications node in a distributed communications network.

1.2.2 The RTU should be microprocessor based to allow reconfiguration and optimization to be performed via software only. The I/O should be of modular construction when large I/O capability is required or future expansion is expected, but should offer cost effective combination I/O modules when the site I/O requirement is small.

1.2.3 The RTU should be supplied with the number and type of I/O points indicated later in these specifications. Future expansion of a modular product should be possible by simply plugging additional I/O modules into the I/O bus on the interconnect board. The RTU must include the two-way radio or other device that will be used for communications. In the case of

radio, the manufacturer of the radio and the RTU should be the same to ensure proper integration and certified and supported performance.

- 1.2.4 A personal computer shall be used for program application development, system configuration, and diagnostics as well as for downloading new applications/ configuration either directly to the RTU or through the systems data communications channel(s).

1.2 Communications

- 1.3.1 The RTU should be a true multi-port device and be able to concurrently communicate with hierarchies above it (RTU to multiple control centers or sub-control centers), with hierarchies parallel to it (RTU-to-RTU) and hierarchies below it (RTU master to other RTUs, PLCs or IEDs-Intelligent Electronic Devices).
- 1.3.2 The RTU shall support a variety of communications media and data transmission rates, including VHF and UHF conventional radio, Trunked radios, Multiple Address System (MAS) data radios, Spread Spectrum license-free radios, microwave, satellite, etc.
- 1.3.3 The RTU shall be capable of operating over a range of physical wire-line media, including Local and wide Area Networks, point-to-point wire-lines, Fiber Optics, Public Switched Telephone Networks (PSTN), and/or a combination of all these, thus forming a complete, integrated SCADA systems.
- 1.3.4 The RTU shall be able to communicate over three (4) links simultaneously as a minimum, e.g. on Link 1 via RS-232 or RS-485; on Link 2 via RS-232, or external modem; on Link 3 via radio modem or optional 3rd RS-232, on Link 4 via 100/10MB Ethernet LAN.

1.4 Native Data Protocol

The data communications should utilize a secure, smart protocol proven in two-way, over-the-air radio or network conditions. This fully distributed protocol should allow for the most complex hierarchical system structures of multiple host computers and sub-master stations. The native protocol suite should be suitable for operation over versatile networks, both wireless and land-based and supplied with tools that allow the user to configure the transmission parameters, communications modes and handshaking for optimal utilization of the network and allow both fast messaging and bulk messaging in the most efficient and fast manner. Support should include as a minimum: RS-232 links, RS-485 links and network topologies, Ethernet LAN links, and Wide Area IP Networks.

- 1.4.1 The system structure should be completely transparent to the system operator or engineer, and should have the following minimum capabilities:
 - .1 Packet oriented with high efficiency, variable length messages.
 - .2 Adhere to the seven layer ISO reference model used for SCADA systems (wired and wireless media) for Open Systems Interconnection (OSI).
 - .3 Ability to transfer complete programs and historical data files between RTU and the central or between any RTUs in the system.
 - .4 The protocol should allow high speed, efficient communications for transmission of programs, database and parameters.
 - .5 Complete configuration and hardware/software diagnostics shall be transferable from/to the Central site or from RTU-to-RTU. This shall

allow for complete RTU/system debugging without the need for visiting each remote site.

- .6 Support third party protocol encapsulation mode or emulation mode using C-programming tools.

1.4.2 Third Party Standard SCADA Protocols

The RTU should be able to use a wide range of SCADA protocols to allow the integration of elements from different SCADA Vendors. The RTU should support as a minimum: DNP-3.0, IEC 60870-5-101, and Modbus.

1.5 Communication Formats

In addition to the traditional, simplistic master/slave polling regime, where the control center polls (interrogates) the RTU in pre-defined sequence, the RTU should support a number of more efficient contention formats. The RTU should be able to initiate data transmissions under these conditions:

- 1.5.1 Unsolicited Report-By-Exception (contention) - Automatically transmits alarms to the control center as soon as they occur, without waiting for polling to occur
- 1.5.2 Poll-by-Exception - Upon a polling request, it transmits only predefined status changes (not the entire input status list).
- 1.5.3 Analog Delta Limit Windows - Automatically transmit analog data, such as temperature or air pressure, only when the value differs from the last transmitted value by a predefined percentage.
- 1.5.4 Timed Transmission - Transmit data after a programmed time interval or upon a defined event. Prior to transmission it should contend (check) for a free channel.

1.6 Special Communications Requirements

In addition to these communication configurations, the RTU must also be able to support the following special modes.

- 1.6.1 Shared Transceiver Mode: The RTU must be able to share its communications media (radio, wireline, etc.) with other RTUs located nearby to reduce costs of the communications link.
- 1.6.2 Store and Forward (S&F) Data Repeater: Each RTU should be able to receive information from other sites, store it and then re-transmit (relay) it to another site via either the same physical medium on which it received the information or via an alternate medium. It should be possible to configure up to 99 such S&F nodes. This feature should be useful when using simplex communications to send information along a ribbon type network, eliminating the need for high-powered transmitters at each site.
- 1.6.3 Network Node: Each RTU should be able to function as an interconnection point between different communication media, e.g., be able to route information from radio to wireline, between different radios or different radio frequencies, from Wireline or network to radio, etc. This feature should be useful when the normal communication route is blocked, so that information can be sent to the Control Center via an adjacent RTU (automatic alternate rerouting).

- 1.6.4 Trunked Radio Interface: Each RTU, with appropriate interface, shall be able to be used in a Trunked radio communication system, analog or digital, even if this is not specified in the specific requirements section.
- 1.6.5 Group Broadcasts (Set Call): The control center shall be able to simultaneously transmit (broadcast) data to a defined set of locations, where the set may have a number of qualifications (parameters) if the communications infrastructure supports this mode of operation. Any change in an RTU or system data (i.e. time synchronization, mode switching, etc.) shall also be able to generate such Group Broadcasts.

1.7 Communication Upload and Download features

To minimize site visits by operating or maintenance personnel after the RTU installation the system should support data transfer capability as follows:

- 1.7.1 Uploads of the data collected and calculated by the application program to a central site.
- 1.7.2 Reception by RTU of the changes to downloaded application program
- 1.7.3 Reception by RTU of the control application parameters, variables and limits
- 1.7.4 Remote safe firmware upgrade (download) from anywhere in the system's network.

The above transactions shall be possible to /from the RTU from/to anywhere in the network, ether from/to control center or any other RTU in the system.

2. RTU Hardware

2.1 Basic Processor

- 2.1.1 The basic processor (CPU) of the RTU should be a real time process controller and support the following functions:
 - .1 Bus communication with I/O modules
 - .2 System memory allocation
 - .3 Communication port control
 - .4 System parameter/logic programming
- 2.1.2 The CPU should be a high speed (min, 200MHz clock rate) 32 bit CMOS microprocessor, with extended communication capability, DMA (direct memory access) and floating point calculation support.
- 2.1.3 The CPU should be equipped with different types of memory for user applications:
 - .1 DRAM - minimum of 10 MB
 - .2 FLASH Memory - minimum of 3 MB, expandable to 6MB
 - .3 Full calendar year with leap year support (Year, Month, Day, Hours, Minutes, Seconds, Milliseconds)
- 2.1.4 The RTU should possess a minimum of five built-in communication ports with the following characteristics:
 - .1 Serial - up to 4 x RS-232
 - .2 Multi-drop - up to 3 x RS485 ports
 - .3 Ethernet - up to 2 x 10/100 MB ports and 1 x 10 MB port
 - .4 2-way radio/analog trunked radio - up to 2 x modem ports

2.2 Input/Output Modules

2.2.1 General

The RTU should be capable of addressing a variable I/O count by the addition of modules. Each module should communicate with the CPU module via a high-speed data bus. Space for a minimum of 3 I/O modules should be provided and more as required in the detailed I/O section of the specifications.

2.2.2 LEDs shall be provided to indicate the status of the I/Os on all modules.

All I/O, regardless of type, shall meet the following regulatory standards for:

.1 Safety

- UL 60950-1:2001
- CSA 22.2-60950-1
- IEC 60950-1
- AS/NZS 60950

.2 Emission standards per:

- CFR 47 FCC part 15, subpart B (class A)
- EN55022:2003 Class A
- EN61000-3-2
- EN61000-3-3

.3 Immunity standards for industrial environments per

- EN50082-2 /IEC 61000-6-2
- IEC 61000-4-2
- IEC 61000-4-3
- IEC 61000-4-4
- IEC 61000-4-5
- IEC 61000-4-6
- IEC 61000-4-11

2.2.3 Detailed technical Specifications of I/O Modules

.1 16/32 DI Fast Capture 24 V Module

Total Number of Inputs	16 DI
	32 DI
Input Arrangement	Isolated groups of 16 inputs with shared common
Fast Counter Inputs	Inputs that can be used as fast counters - All inputs in 16 DI module - First 20 inputs in 32 DI module
AC Input Frequency	45 - 65 Hz
AC Input Delay	Maximum 0.2 mS
Fast Counter Input	Frequency 0 - 12.5 KHz, minimum pulse width 40 µS
Max. DC Input Voltage	Max. ±40 V DC (relative to input common)
“ON” DC Voltage Range	+9 to +30 V DC, -9 to -30 V DC
“OFF” DC Voltage Range	-3 to +3 V DC

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SCHEDULE A-1 - SPECIFICATIONS

"ON" AC Voltage Range	10 to 27 V AC (RMS)
"OFF" AC Voltage Range	0 to 5 V AC (RMS)
Input Current	Max. 2.5 mA
Fast Capture Resolution	1 mS (Interrupt upon change of state)
Event Time Tagging Resolution	1 mS (Interrupt upon change of state)
Input Filtering	0 to 50.8 mS (DC, programmable in 0.2 mSec steps)
Counter Input Filtering	0 to 12.75 mS (Programmable in 0.05 mSec steps for inputs configured as high speed counters)
24 V DC Output	Supports optional isolated 24 V/0.35 A plug-in "Wetting" Power Supply (one in 16 DI, two in 32 DI)
Diagnostics LEDs	Status LED per each input, module error LED
User Connection	2 or 4 Terminal Blocks (3.5mm pitch), Maximum 18 AWG
Cable & TB Holder	20 or 40 Wire Cable with Terminal Block Holder connector, 26 AWG wires
Module Replacement	Hot swap replacement - module extraction/insertion under voltage
Input Isolation	2.5 k V DC/AC between input and module logic per IEC255-5
Input Insulation	Insulation resistance 100 MΩ @ 500 V DC, Insulation impulse 5 kV per IEC255-5
Operating Voltage	10.5-15.5 V DC and 3.3 V DC (from the motherboard connector)
Power Consumption	16 DI: 0.1 W Typical, 0.32 W Max. (all LEDs on) 32 DI: 0.1 W Typical, 0.45 W Max. (all LEDs on) (Not including Plug-in 24 V Power Supply power consumption)
Dimensions	37 mm W x 225 mm H x 180 mm D (1.5" W x 8.7" H x 7.1" D)
Weight	16 DI: approx. 0.28 Kg (0.62 Lb), 32 DI: approx. 0.29 Kg (0.63 Lb)

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SCHEDULE A-1 - SPECIFICATIONS

.2 16/32 Digital Input Fast Capture 24 V IEC 61131-2 Type II Module

Total Number of Inputs	16 DI 32 DI
Input Arrangement	Isolated Groups of 16 inputs with shared common
Fast Counter Inputs	Inputs that can be used as fast counters: - All inputs in 16 DI - First 20 inputs in 32 DI
Fast Counter Input Frequency	0 - 10 KHz, minimum pulse width 40 μ S
Max. DC Input Voltage	Max. 40 V DC
“ON” DC Voltage Range	+11 to +30 V DC
“OFF” DC Voltage Range	-5 to +5 V DC
Input Current	6-10 mA
Fast Capture Resolution	1 mS (Interrupt upon change of state)
Event Time Tagging Resolution	1 mS (Interrupt upon change of state)
Input Filtering	0 to 50.8 mS (DC, programmable in 0.2 mSec steps)
Counter Input Filtering	0 to 12.75 mS (programmable in 0.05 mSec steps for inputs used as high speed (counters))
24 V DC Output	Supports isolated 24 V/ 0.35 A plug-in “Wetting” Power Supply (one in 16 DI, two in 32 DI)
Diagnostics LEDs	LED per each input status, module error LED
User Connection	2 or 4 Terminal Blocks (3.5mm pitch), Maximum 18 AWG
Cable & TB Holder	20 or 40 Wire Cable with Terminal Block Holder connector, 26 AWG
Module Replacement	Hot swap replacement- module extraction/insertion under voltage
Input Isolation	2.5 kV DC/AC between input and module logic per IEC255-5
Input Insulation	Insulation resistance 100 M Ω @ 500 V DC, Insulation impulse 5 kV per IEC255-5
Operating Voltage	10.5-15.5 V DC and 3.3 V DC (from the motherboard connector)
Power Consumption	16 DI: 0.1 W Typical, 0.32 W Max. (all LEDs on) 32 DI: 0.1 W Typical, 0.45 W Max. (all LEDs on) (Not including Plug-in 24 V Power Supply)
Dimensions	37 mm W x 225 mm H x 180 mm D (1.5“ W x 8.7“ H x 7.1“ D)
Weight	16 DI: approx. 0.28 Kg (0.62 Lb), 32 DI: approx. 0.29 Kg (0.63 Lb)

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SCHEDULE A-1 - SPECIFICATIONS

.3 8/16 Relay Output module specifications

Total Number of Outputs	8 EE relay outputs or 16 EE relay outputs 8 ML relay outputs or 16 ML relay outputs
Output Arrangement	8 DO: 3 X Form C (SPDT) and 5 X Form A (SPST) 16 DO: 6 X Form C (SPDT) and 10 X Form A (SPST)
Contact Voltage Ratings	Max. 60 V DC or 30 V AC RMS (42.4 V peak).
Contact Power Ratings	2A @ 30 V DC, 0.6A @ 60V DC or 0.6A @ 30V AC (resistive load)
Relay Back Indication	Contact position - hardware back indication
DO Frequency	Max. 10 Hz
Diagnostics LEDs	LED per each output status, module error LED
User Connection	2 or 4 Terminal Blocks (3.5mm pitch), Maximum 18 AWG
Cable & TB Holder	20 or 40 Wire Cable with Terminal Block Holder connector, 26 AWG
Fail State	Configurable relay state on CPU fail: On, Off or 'last value'
All Relays Disable/Enable	Selectable per module, controlled from the power supply
Module Replacement	Hot swap replacement- module extraction/insertion under voltage
Output Isolation	Between open contacts: 1kV, between contact and coil: 1.5 kV, between contact sets: 1.5 kV
Insulation	Insulation resistance 100 MΩ @ 500 V DC per IEC255-5, Insulation impulse 1.5 kV between input and logic
Operating Voltage	10.5-15.5 V DC and 3.3 V DC (from the motherboard connector)
Power Consumption	8 DO: 0.25 W Typical, EE: 1.4 W Max. (all relays and LEDs on), ML: 0.4 W (LEDs on) 16 DO: 0.25 W Typical, EE: 2.5 W Max. (all relays and LEDs on), ML: 0.5 W (LEDs on)
Dimensions	37 mm W x 225 mm H x 180 mm D (1.5" W x 8.7" H x 7.1" D)
Weight	8 DO: approx. 0.29 Kg (0.64 Lb), 16 DO: approx. 0.32 Kg (0.7 Lb)

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SCHEDULE A-1 - SPECIFICATIONS

.4 8/16 Analog Input Module specifications

Total Number of Inputs	8 AI, ± 20 mA
	16 AI, ± 20 mA
	8 AI, ± 5 V
	16 AI, ± 5 V
Input Configuration	Isolated (floating) analog inputs
A to D Resolution	16 Bit (including sign)
Input Accuracy	$\pm 0.1\%$ of full scale
Input Sampling Time	10 mSec @ 50 Hz filtering
	8.33 mSec @ 60 Hz filtering
Smoothing	Selectable input averaging: 2, 4, 8, 16, 320, 64 or 128 samples
Permitted Potential Between Inputs	75 V DC, 60 V AC (RMS)
Input Impedance	± 20 mA input: $R_{in} < 250 \Omega$
	± 5 V input: $R_{in} > 1 M\Omega$
Crosstalk Rejection	Better than 80 dB between any pair of inputs
Temperature Stability	25 PPM/ $^{\circ}$ C
Interference Suppression	Selectable 50 or 60 Hz filtering,
	Common mode rejection > 80 dB, Differential mode rejection > 50 dB
24 V DC Output	Supports optional isolated 24V /0.35 A plug-in Power Supply (one in 16 DI, two in 32 DI)
Diagnostics LEDs	Overflow and Underflow LED per each input, module error LED
	The module Overflow and Underflow levels can be configured to: Current inputs: ± 20 mA/4-20 mA Voltage inputs: ± 5 V/0-5 V/1-5 V
User Connection	2 or 4 Terminal Blocks (3.5mm pitch), Maximum 18 AWG
Cable & TB Holder	20 or 40 Wire Cable with Terminal Block Holder connector, 26 AWG
Module Replacement	Hot swap replacement- module extraction/insertion under voltage
Input Isolation	1.5 kV between input and module logic
Input Insulation	Insulation resistance 100 M Ω @ 500 V DC, per IEC255-5
Power Consumption	8 AI: 0.1 W Typical, 0.5 W Max. (all LEDs on)
	16 AI: 0.1 W Typical, 0.3 W Max. (all LEDs on) (Not including Plug-in 24 V Power Supply)
Dimensions	37 mm W x 225 mm H x 180 mm D (1.5" W x 8.7" H x 7.1" D)
Weight	8 AI: approx. 0.32 Kg (0.71 Lb), 16 AI: approx. 0.34 Kg (0.75 Lb)

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SCHEDULE A-1 - SPECIFICATIONS

.5 16/32 Digital Output/Digital Input Module (16/32 DO/DI) Specifications

Total Number of Inputs/Outputs	16/32
I/O Arrangement	2/4 groups of 8 I/Os with shared common
	Each group can be configured to function as FET DO or dry contact DI
Counter Inputs	20 first inputs can be used as counter inputs
Counter Input Frequency	0 - 1 KHz, minimum pulse width 50 μ S
Max. DC Input Voltage	Max. 30 V DC (relative to input common)
Input "ON" Resistance	0-4 k Ω
Input "OFF" Resistance	\geq 50 k Ω
Fast Capture Resolution	1 mS (Interrupt upon change of state)
Event Time Tagging Resolution	1 mS (Interrupt upon change of state)
Input Current	Max. 0.3 mA (when the input is shorted)
Input Filtering	0 to 50.8 mS (programmable in 0.2 mSec steps)
Counter Input Filtering	0 to 12.75 mS (programmable in 0.05 mSec steps)
Output Type	MOSFET
Output Voltage Range	5-30 V DC (user-supplied voltage)
DO Frequency	Max. 1 KHz (resistive load)
DO Output current	Max. 500 mA sink current (resistive load)
Output Fail State	Configurable output state on CPU fail: On, Off or 'last value'
Diagnostics LEDs	LED per each input/output status, module error LED
User Connection	4 Terminal Blocks (3.5mm pitch), Maximum 18 AWG
Cable & TB Holder	40 Wire Cable with Terminal Block Holder connector, 26 AWG
Module Replacement	Hot swap replacement- module extraction/insertion under voltage
Input/Output Isolation	2.5 kV between input/output and module logic
Input Insulation	Insulation resistance 100 M Ω @ 500 V DC per IEC255-5
Operating Voltage	10.5-15.5 V DC and 3.3 V DC (from the motherboard connector)
Power Consumption	0.1 W Typical, 0.5 W max. (all LEDs on) (Not including Plug-in 24 V Power Supply)
Dimensions	37 mm W x 225 mm H x 180 mm D (1.5" W x 8.7" H x 7.1" D)
Weight	Approx. 0.25 Kg (0.55 Lb)

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SCHEDULE A-1 - SPECIFICATIONS

.6 Mixed I/O 16DI + 4 DO + 4AI Module Specifications

Total Number of Inputs/Outputs	16 Digital Inputs + 4 EE Relay Outputs + 4 Analog Inputs, ± 20 mA
	16 Digital Inputs + 4 ML Relay Outputs + 4 Analog Inputs, ± 20 mA
I/O Arrangement	1 group of 16 DIs with shared common, 4 relay outputs - Form C, 4 isolated analog inputs
DI Counter Inputs	All inputs can be configured as fast counters
DI Frequency	0 - 1 KHz
DI Fast Counter Frequency	0 - 5 KHz
DI Max. DC Voltage	Max. 40 V DC
DI "ON" DC Voltage Range	+11 to +30 V DC
DI "OFF" DC Voltage Range	-5 to +5 V DC
DI Current	6-10 mA
Fast Capture Resolution	1 mS (Interrupt upon change of state)
Event Time Tagging Resolution	1 mS (Interrupt upon change of state)
DI Filtering	0 to 255 mSec (DC, programmable in 1 mSec steps)
DI Counter Filtering	0 to 6.375 mSec (programmable in 0.025 mSec steps for inputs configured as high speed counter)
DO Contact Voltage Ratings	Max. 60 V DC or 30 V AC RMS (42.4 V peak).
DO Contact Power Ratings	2A @ 30 V DC, 0.6A @ 60V DC or 0.6A @ 30V AC (resistive load)
DO Relay Back Indication	Contact position - hardware back indication
DO Fail State	Configurable relay state on CPU fail: On, Off or 'last value'
AI Resolution	16 Bit (including sign)
AI Accuracy	$\pm 0.1\%$ @ -40°C to $+70^{\circ}\text{C}$
AI Sampling time	10 mSec @ 50 Hz filtering, 8.33 mSec @ 60 Hz filtering
AI Smoothing	Selectable input averaging: 2, 0, 8, 16, 30, 60 or 128 samples
AI max. potential between AIs	75 V DC, 60 V AC (RMS)
AI Impedance	$R_{in} < 250 \Omega$
AI Crosstalk Rejection	Better than 80 dB between any pair of inputs
AI Temperature Stability	25 PPM/ $^{\circ}\text{C}$
AI Interference Suppression	Selectable 50 or 60 Hz filtering, common mode rejection > 80 dB, differential mode rejection > 50 dB
Diagnostics LEDs	LED per each input/output status, module error LED
24 V DC Output	Supports one isolated 24V/0.35 A plug-in "Wetting" Power Supply
User Connection	4 Terminal Blocks (3.5mm pitch), Maximum 18 AWG Cable & TB Holder

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	DO: Between open contacts: 1kV, between contact and coil: 1.5 kV, between contact sets: 1.5 kV AI: 1.5 kV between input and module logic
Input Insulation	Insulation resistance 100 M Ω @ 500 V DC per IEC255-5
Operating Voltage	10.5-15.5 V DC and 3.3 V DC (from the motherboard connector)

.7 Analog Output Module

Total Number of Outputs	4
Output Configuration	Isolated floating channels: each channel can be connected as 0 -20 mA or 0-10 V DC voltage
D to A Resolution	14 Bit
Output Accuracy	$\pm 0.1\%$ of full scale @25°C
Temperature Stability	30 PPM/°C
Internal Settling Time	Max. 1 ms
Output Load	> 1.0 k Ω , < 1.0 μ f, Current: < 750 Ω (with internal power source)
Crosstalk Rejection	Better than 50 dB between any pair of inputs
Interference Suppression	Common Mode Rejection: > 60 dB
Voltage output protection	Short-circuits protection, max. 30 mA (all other operating channels remain fully functional)
Current output no-load voltage	Max. 22 V DC
Isolation	1.5 kV between output and module logic
Insulation	Insulation resistance 100 M Ω @ 500 VDC, per IEC255-5
Diagnostics LEDs	Module Error LED, Voltage mode LED, Current mode LED, Calibration LED per channel
User Connection	2 Terminal Blocks (3.5mm pitch), Maximum 18 AWG
Cable & TB Holder	20 Wire Cable with Terminal Block Holder connector, 26 AWG
Module Replacement	Hot swap replacement- module extraction/insertion under voltage
Operating voltage	10.8 -16 V DC and 3.3 V DC (from the motherboard connector)
Dimensions	7 mm W x 225 mm H x 180 mm D (1.5" W x 8.7" H x 7.1" D)
Weight	8 AI: 0.29 Kg (0.64 Lb)

.8 Mixed 4 Analog Output + 8 Analog Input Modules

Total Number of I/Os	4 AO + 8 AI (AI: ± 20 mA or ± 5 V DC)
I/O Configuration	AO - each channel can be connected as 0 -20 mA or 0-5 V, AI - Isolated (floating) analog inputs

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AO D to A Resolution	14 Bit
AO Accuracy	±0.1% of full scale @25°C
AO Temperature Stability	30 PPM/°C
AO Internal Settling Time Max.	1 ms
AO Load Voltage:	> 1.0 kΩ, < 1.0 μf, Current: < 750 Ω (with internal power PS)
AO Crosstalk Rejection	Better than 80 dB between any pair of inputs
AO Interference Suppression	Common Mode Rejection: > 60 dB, Cross-Talk Rejection: > 50 dB between any pair of outputs
AO Voltage output protection	Short-circuits protection, max. 30 mA (all other operating channels remain fully functional)
AO Current output no-load voltage	Max. 22 V DC
AO Isolation	1.5 kV between output and module logic
AO Insulation	Insulation resistance 100 MΩ @ 500 VDC, per IEC255-5
AI A to D Resolution	16 Bit (including sign)
AI Accuracy	±0.1% of full scale
AI Sampling Time	10 msec @ 50 Hz filtering 8.33 msec @ 60 Hz filtering
AI Smoothing	Selectable input averaging: 2, 4, 8, 16, 320, 64 or 128 samples
Permitted Potential Between Inputs	75 V DC, 60 V AC (RMS)
AI Input Impedance	±20 mA input: Rin < 250 Ω ±5 V input: Rin > 1 MΩ
AI Crosstalk Rejection	Better than 80 dB between any pair of inputs
AI Temperature Stability	25 PPM/°C
AI Interference Suppression	Selectable 50 or 60 Hz filtering, Common mode rejection > 80 dB, Differential mode rejection > 50 dB
24 V DC Output	Supports one optional isolated 24V plug-in Power Supply
Diagnostics LEDs	AO - Voltage mode LED, Current mode LED, Calibration LED per channel AI - Overflow and Underflow LED per each input
Module Overflow/Underflow levels	can be configured: ±20mA/4-20 mA or ±5 V/0-5 V/1-5 V
General	Module error LED
AI Input Isolation	1.5 kV between input and module logic
AI Input Insulation	Insulation resistance 100 MΩ @ 500 V DC, per IEC255-5
User Connection	4 Terminal Blocks (3.5mm pitch), Maximum 18 AWG
Cable & TB Holder	40 Wire Cable with Terminal Block Holder connector, 26 AWG
Module Replacement	Hot swap replacement- module extraction/insertion under voltage
Operating voltage	10.5-16 V DC and 3.3 V DC (from the motherboard connector)
Dimensions	37mmW x 225mmH x 180mm D (1.5"W x 8.75"H x 7.1" D)

3. RTU Software

3.1 Operating System

- 3.1.1 The software should be based upon a true real time operating system, Vx works or equivalent.

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- 3.1.2 The operating system should support programs written in “C” language and allow integrating such software with the RTU applications program
 - 3.1.3 Application Software
 - 3.1.4 The RTU shall be programmed with a high level, multi-tasking ladder diagram language or with “C” programs. If Ladder is used it shall include Boolean and arithmetic functions. The ladder diagrams or “C” programs shall be used for process definitions as well as symbolic monitoring and debugging.
 - 3.1.5 The RTU application shall be defined using a stand-alone Windows XP programming Toolbox
 - 3.1.6 Cross-network real-time synchronization (involving one or more media, but not Ethernet) via the network should be done with an accuracy of 5 milliseconds.
4. RTU Configurator and ToolBox Software
- 4.1 General
 - 4.1.1 The RTU should use a Programming Software, Software Tool Suite (STS) a Windows based package of programs. It should enable the system user to define and maintain the RTU system in accordance with user requirements without interrupting the real-time operation of the system.
 - 4.1.2 The RTU programming software should be designed such that it will automatically create all software entities needed to support the different hardware modules and communication ports as configured by the system engineer.
 - 4.2 Software Tool Suite Capabilities
 - 4.2.1 Be able to program the RTU application including definition of the RTU configuration, system configuration, communications network setting and RTU application (database and process).
 - 4.2.2 Download to the RTU or upload from the RTU, the full or partial database, either via a local connection or over the communications channel.
 - 4.2.3 Monitor on-line the RTU operations.
 - 4.2.4 Perform remote software diagnostics. This program shall enable diagnostics of the RTU system software, by requesting diagnostics of each software module (object) using its logical name.
 - 4.2.5 Perform hardware tests and calibrations. This shall allow the technician to verify the proper functioning of the I/O modules.
 - 4.2.6 Perform debugging of the application program in the RTU. The debugging tool should use a protocol analyzer program to monitor the communication process, and enable selective display of sessions and protocol cross-sections that interest the application engineer.

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- 4.2.7 Each CPU should be configurable to serve as a protocol analyzer interface between the link, which is to be checked and the computer. Configurator Capabilities.
- 4.2.8 Be able to define the system configuration and communications settings.
- 4.2.9 Download to the RTU the full or partial database, either via a local connection or over the communications channel.
- 4.2.10 Monitor on-line the RTU operations.
- 4.2.11 Perform hardware tests and calibrations. This shall allow the technician to verify the proper functioning of the I/O modules.
- 4.2.12 Perform debugging of the application program in the RTU. The debugging tool should use a protocol analyzer program to monitor the communication process, and enable selective display of sessions and protocol cross-sections that interest the application engineer.

Each CPU should be configurable to serve as a protocol analyzer interface between the link, which is to be checked and the computer

5. Packaging

5.1 Physical Construction

- 5.1.1 The modular RTU shall be completely modular in design and construction, allowing specific configuration by merely plugging in the appropriate CPU and I/O. All modules and their assembly shall be accomplished without screws or fasteners of any type. All connections shall utilize a “snap-in” action.
- 5.1.2 All components shall be completely solid state making extensive use of CMOS, LSI and ASIC circuitry. No jumpers, DIP switches, or adjustable potentiometers shall be allowed. All calibrations must be done via communications and RTU software.
- 5.1.3 Front access to all controls, indicators, RAM battery and external connection cables should be provided, except in the modular RTU in a 19” rack-mount configuration where rear end access is permitted. Motherboard interconnection between I/O modules should be direct – no daisy chain or multiple ribbon cable connections will be allowed.

5.2 Enclosures

- 5.2.1 The RTU should be available in a variety of wall mounted NEMA-rated painted-steel housings of category 2, 4, 12 or 13. Stainless Steel housings plus an industry standard 19” (inch) rack mounting assembly, should also be available.

5.3 Environmental

- 5.3.1 The RTU should operate over an ambient temperature range of -40°C to +70°C with relative humidity <95% @ 50°

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SCHEDULE B- PRICING

The Proponent is to submit its response to this Schedule B separate from the other Schedules in its submission package and according to Section 6.0 of Part B.

1.0 Pricing

1.1 The Proponent should provide the following information:

- a) a total maximum price for the Products, inclusive of all costs and taxes (except HST, which is to be shown separately), showing all costs associated with the Project Tasks and deliverables as outlined in Schedule A - Requirements and Schedule A-1 - Specifications;

1.2 The Proponent should provide a breakdown of the maximum price using Pricing Table 1 below:

PRICING TABLE 1 - BREAKDOWN OF MAXIMUM PRICE

ITEM	DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
1.0	RTU Hardware			
1.1	Power Supply 100-240 VAC	\$	26	\$
1.2	CPU with RS 232 Port	\$	26	\$
1.3	5 I/O Slot Rack with enclosure (Nema 4X)	\$	20	\$
1.4	3 I/O Slot Rack with enclosure (Nema 4x)	\$	6	\$
1.5	Backup Battery	\$	26	\$
1.6	8 Point Analog Input, +/- 20 mA	\$	23	\$
1.7	16 Point Digital Input, 24 VDC	\$	22	\$
1.8	16 Point Analog Input, 4 – 20 mA	\$	2	\$
1.9	16 Point Digital Output	\$	22	\$
1.10	32 Point Digital Input, 24 VDC	\$	6	\$
1.11	Filler Modules	\$	46	\$
1.12	20 Wire Cable with Terminal Block holder	\$	45	\$
1.13	40 Wire Cable with Terminal Block holder	\$	30	\$
1.14	MDS 9710 Radios with install kit	\$	26	\$
2.	RTU Configurator and Toolbox Software	\$		\$
3.	MDS Radio	\$		\$
4.	Packaging	\$		\$
5.	Technical Support (product only), for five years after warranty period.	\$		\$
	Maximum Price for the Products			\$

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SCHEDULE B- PRICING

- 1.3 The Proponent should provide a breakdown of the price for technical support (product only) for each year for a ten-year period using Pricing Table 2 :

PRICING TABLE 2 - BREAKDOWN OF TECHNICAL SUPPORT FEES

	DESCRIPTION	ANNUAL FEE (\$)	HOURLY RATE (\$)
1	YEAR 1		
2	YEAR 2		
3	YEAR 3		
4	YEAR 4		
5	YEAR 5		
Total 5-year Technical Support Fee (product only)		\$	

- 1.4 The Proponent should indicate if there any additional warranties provided.

2.0 Terms of Payment

- 2.1 The City's standard payment terms are Net 30 days after receipt of approved invoice; however and discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net 30.
- 2.2 Describe if Electronic Fund Transfer (EFT) is available.

3.0 Alternative Pricing Solutions

- 3.1 Proponents may offer alternative pricing options.

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SCHEDULE C - DEVIATIONS AND VARIATIONS

Proponent(s) should use this Schedule C to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where the Proponent is proposing the use of contract language or clauses other than those set out in the sample Product Supply and Delivery Agreement (Appendix 3), such clauses should be attached to this Schedule C. The City will assume such clauses are in addition to those in the sample Professional Services Agreement unless otherwise indicated by the Proponent.

REQUEST FOR PROPOSAL NO. PS1010293
SUPPLY OF A WATER DESIGN CONTROL SYSTEM
SCHEDULE D - SUB-CONTRACTORS

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 the relevant sections of the sample Professional Services Agreement.)

The City reserves the right to object to any of the Sub-contractors listed in a Proposal. If the City objects to a listed Sub-contractor then the City will permit a Proponent to, within seven (7) calendar days, propose a substitute Subcontractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-contractor, the Proponent may, rather than propose a substitute Sub-contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.

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

COMPANY NAME AND ADDRESS	CONTACT NAME	CONTACT TELEPHONE NUMBER	CONTACT EMAIL ADDRESS	AREA OF RESPONSIBILITY

APPENDIX 1

CERTIFICATE OF EXISTING INSURANCE



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

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
✓ Personal Injury	POLICY NUMBER _____
✓ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
✓ Products and Completed Operations	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 Tenants' 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 _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated _____

APPENDIX 2

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

Aggregate: \$ _____

✓ Cross Liability or Severability of Interest

All Risk Tenants' Legal Liability: \$ _____

✓ Employees as Additional Insureds

✓ Blanket Contractual Liability

✓ Non-Owned Auto Liability

INSURER: _____

Deductible Per Occurrence: \$ _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

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 INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The 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 material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) 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 with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

APPENDIX 3

PRODUCT SUPPLY AND DELIVERY AGREEMENT

PRODUCT SUPPLY AND DELIVERY AGREEMENT

SUPPLY OF TELEMETRY AND COMMUNICATIONS HARDWARE AND SUPPORT SERVICES

THIS AGREEMENT made as of _____, 2011 (the "Effective Date"),

BETWEEN:

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

(the "City")

AND:

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

WHEREAS:

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

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

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

- (a) "Additional Compensation" has the meaning set out in Section 5.1;
- (b) "Agreement" means this Supply, Delivery and Installation Agreement inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;
- (c) "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Supplier, any Subcontractor and the Services, all as may be in force from time to time;
- (d) "Business Day" means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- (e) "Completion Date" has the meaning set out in Section 8.1;

- (f) "Contract Documents" means this Agreement, the Proposal, the RFP and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- (g) "Delivery and Installation Services" has the meaning set out in Section 2 of Schedule A;
- (h) "Delivery Date" has the meaning set out in Section 8.1;
- (i) "Effective Date" has the meaning set out above, and means the first day of the Term;
- (j) "Event of Default" has the meaning set out in Section 23.2 of this Agreement;
- (k) "General Contractor" means the contractor retained by the City to undertake the renovation of the Premises;
- (l) "HST" means the tax payable and imposed pursuant to part IX of the Excise Tax Act (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
- (m) "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);
- (n) "Manufacturer" in respect of a particular good means the manufacturer of that good;
- (o) "Pre-Delivery Services" has the meaning set out in Section 1 of Schedule A;
- (p) "Premises" means 320-507 West Broadway, Vancouver, BC;
- (q) "Products" means the hardware, software and technical support for the hardware only, to be supplied to the City by the Supplier, as more particularly set out in the Schedules to this Agreement;
- (r) "Product Specifications" has the meaning set out in Section 6.1;
- (s) "Project" means the supply and delivery of telemetry and communications hardware and support services;
- (t) "Project Manager" is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 25 of this Agreement, and is subject to change in accordance with Section 25.5 of this Agreement;
- (u) "Proposal" means the response to the RFP submitted by the Supplier on [INSERT DATE] together with all correspondence between the City and the Supplier related thereto;
- (v) "Purchase Order" has the meaning set out in Section 9.1;
- (w) "RFP" means Request for Proposals #PS10293 issued on December 7, 2010;
- (x) "Services" has the meaning set out in Section 4.1;

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

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

- (a) the recitals and headings to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) each reference in this Agreement to "Section" or "Schedule" is to a Section of and a Schedule to, this Agreement;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

1.3 **Contract Documents.** The terms and conditions of the Contract Documents, whether or not attached to this Agreement, will be deemed to be incorporated into this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order from highest to lowest:

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

2. SUPPLIER'S REPRESENTATIONS AND WARRANTIES

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

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

- 2.2 **Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.

3. PURCHASE OF THE PRODUCTS

- 3.1 Subject to the terms and conditions of this Agreement, the City agrees to purchase and the Supplier agrees to sell the Products listed in Schedule D of this Agreement to the City at and for the unit prices stated in Schedule D.

4. SERVICES

- 4.1 **Description of Services.** In addition to selling the Products to the City, the Supplier will provide and be fully responsible for the following services (collectively, the “Services”), as may be modified or amended pursuant to the terms of this Agreement:

- (a) the Pre-Delivery Services and the Delivery and Installation Services described in Schedule A of this Agreement;
- (b) the services described elsewhere in this Agreement;
- (c) the services described in the Proposal;
- (d) any services not specifically covered in (a), (b), or (c) above, but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services.

- 4.2 **Provision of Service Inputs and Personnel.** The Supplier will provide all labour, supervision, management, facilities, equipment, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Supplier is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the City, which would be detrimental to the benefits intended to be provided to the City by this Agreement then the Supplier will rectify such discrepancy or omission to the satisfaction of the City without further compensation.

- 4.3 **Term.** The Supplier will perform and complete the Services commencing on the Effective Date and in accordance with the City’s timetable indicated herein, ending on the date that the Services are completed to the satisfaction of the City (the “Term”).

- 4.4 **Standard of Care.** The Supplier will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Supplier represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Supplier for the work set out in this Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.

- 4.5 **Remedy for Deficient Services.** Without limiting any other remedy which the City may have under this Agreement or at law, the Supplier at its sole cost upon written request of the City will rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly performed or rectified in accordance with the terms of this Agreement.

- 4.6 **Cooperation and Coordination Regarding Performance of Services.** The Supplier will cooperate, and coordinate the performance of the Services with the City’s personnel and the City’s contractors, subcontractors, consultants and suppliers including the General Contractor and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving

cost reductions, ensuring safety, and minimizing delays. Notwithstanding the foregoing, the Supplier will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

5. CHANGES TO SERVICES

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

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

6. PRODUCT SPECIFICATIONS AND DRAWINGS

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

7. COMPENSATION

7.1 **Fees for Services.** Subject to the terms and conditions of this Agreement, and in consideration for the satisfactory performance of the Services, the City will pay the Supplier for the Delivery and Installation Services in accordance with Schedule D of this Agreement. Without limiting the Supplier's obligation to perform all Services, the Supplier acknowledges that it will not invoice the City separately for any Services other than the Delivery and Installation Services and the cost of performing the Pre-Delivery Services and all other Services are deemed to be included in the fees for the Delivery and Installation Services.

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

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

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

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

8. SCHEDULE

8.1 **Delivery Date and Completion Date.** The Supplier will commence the Delivery and Installation Services on [INSERT DELIVERY DATE] (the "**Delivery Date**") and complete the Delivery and Installation Services to the satisfaction of the City by July 31, 2011 (the "**Completion Date**").

8.2 **Changes to Schedule.** The City may change the Delivery Date to account for changes in the Project schedule generally. If the City changes the Delivery Date then the Completion Date

will also change by a corresponding number of days and the City will give the Supplier written notice of such change. Notwithstanding the foregoing, the Delivery Date will not occur before [INSERT DATE].

9. ORDERING PRODUCTS

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

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

10. TITLE AND RISK

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

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

11. PRODUCT WARRANTY

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

11.2 **Warranty Period.** The Products shall be free from all defects arising from faulty construction, manufacture, installation, materials or workmanship which appear within the longer of 12 months from the date the Delivery and Installation Services are completed to the satisfaction of the City or such other period specified in this Agreement (the “Warranty Period”). The Supplier shall immediately remedy any defect in the Products and any damage arising from that defect during the Warranty Period.

12. EXCLUSIVITY

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

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

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

13. SUBCONTRACTORS

13.1 **Use of Subcontractors.** The Supplier may retain Subcontractors to assist in the performance of the Services, provided that:

- (a) the Supplier will not subcontract all or substantially all of the Services to a Subcontractor;
- (b) the Supplier will require that the terms of this Agreement apply to the Subcontractors; and
- (c) the Supplier will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.

13.2 **Standard of Care of Subcontractors.** The Supplier represents to the City that all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work. The Supplier will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work.

13.3 **Subcontractor Approvals.** The Supplier will only retain Subcontractors approved by the City in writing.

13.4 **Subcontractor Changes.** The Supplier will not change any Subcontractor without the prior written approval of the City. The City may, from time to time, where it reasonably believes performance to the Standard of Work is not being met by any Subcontractor(s), request changes to the Supplier's Subcontractors, and the Supplier will comply with any such request.

14. COMPLIANCE WITH LAWS AND TAXES

14.1 **Compliance with Laws.** In carrying out its obligations hereunder, the Supplier will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.

14.2 **Regulatory Compliance.** The Supplier will upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Subcontractors. The Supplier accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Supplier and the Subcontractors are subject.

14.3 **Permits and Licenses.** The Supplier represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorizations and licenses necessary for the Supplier to supply the Products and provide the Services.

15. POLICIES, RULES AND REGULATIONS

15.1 **Rules and Procedures.** The City may prescribe, and the Supplier will comply with (and cause any person for whom it is responsible at law or pursuant to the provisions of this Agreement to comply with) all rules, regulations, policies and procedures from time to time for:

- (a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;
- (b) environmental matters;
- (c) accessibility matters;

- (d) sustainability matters;
- (e) the use of specific materials, goods or services;
- (f) public information and communications; and
- (g) such other matters as the City may from time to time deem necessary or desirable in its reasonable determination.

15.2 **Changes to Rules and Procedures.** The City may at any time upon notice to the Supplier amend the rules, regulations, policies and procedures relating to the Services, and may at any time prescribe specific stipulations regarding the Services applicable to the Supplier and its Subcontractors.

15.3 **Safety.** The Supplier acknowledges the City's commitment to a superior standard of workplace safety. In addition to complying with all of the Supplier's health and safety obligations specified in this Agreement or otherwise prescribed by Applicable Law, the Supplier agrees to provide support for the City's safety objectives by making efforts to elevate the priority it places on the creation of a safe work environment and embedding health and safety principles into its work.

16. RELATIONSHIP OF THE PARTIES

16.1 **Status.** The Supplier is engaged as an independent contractor to the City for the sole purpose of supplying the Products and providing the Services. Neither the Supplier nor any of the Supplier's personnel is engaged as an official, officer, employee, servant or agent of the City, and neither the Supplier nor any of the Supplier's personnel will enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Supplier and will not be consultants, agents, associates or subcontractors of the City. It is understood and agreed that the Supplier will act as an independent contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Supplier is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

16.2 **No Acceptance of Advantages or Benefits.** Neither the Supplier, nor any of its agents or employees (including any Subcontractors) will give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 23.2) and will permit the City to terminate this Agreement pursuant to Section 23.1(b).

16.3 **No Conflicts of Interest.** The Supplier declares that to the best of its knowledge the Supplier and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the City, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Supplier will declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or potential conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or qualify the provision of the Services

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

17. PAYMENT

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

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

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

CITY OF VANCOUVER
[INSERT APPLICABLE ADDRESS]
Attention: [INSERT CONTACT].

or such other address as the City may communicate to the Supplier from time to time.

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

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

18. WORKSAFEBC COMPLIANCE

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

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

(a) ***Initial Proof of WorkSafeBC Registration/Good Standing*** - Within five (5) Business Days of the Effective Date, the Supplier will provide the City with the Supplier's and all Subcontractors WorkSafeBC registration numbers and with written confirmation from WorkSafeBC that the Supplier and all Subcontractors are registered and in good standing with WorkSafeBC and that all premiums, assessments and penalties have been paid to date.

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

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

19. INSURANCE AND INDEMNITY

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

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

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

The policy of insurance will:

- (i) be on an occurrence form;
 - (ii) add the City of Vancouver and its officials, officers, employees and agents as additional insureds;
 - (iii) contain a cross-liability or severability of interest clause;
 - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- (b) Automobile insurance covering all vehicles owned, leased or operated by the Supplier in connection with this Agreement including Third Party Legal Liability Insurance in an

amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.

- (c) All-Risks property insurance covering the Supplier's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents (a "Waiver of Subrogation").
- 19.2 All insurance policies required by this Agreement will be in a form, in amounts and with insurers acceptable to the City's Director of Risk Management. All policies will provide that the insurer will provide the Project Manager with sixty (60) days prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.
 - 19.3 The Supplier and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
 - 19.4 Neither the providing of insurance by the Supplier in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Supplier from any other provisions of the Contract Documents with respect to liability of the Supplier or otherwise.
 - 19.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officers, officials, employees, or agents will be excess of the Supplier's insurance and will not contribute with it.
 - 19.6 Prior to the Effective Date, the Supplier will provide the City with evidence of all required insurance to be taken out in the form of a "Certificate of Insurance" (on the City's form) and supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Supplier will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Project Manager at any time during the Term immediately upon request.
 - 19.7 The Supplier will provide in its agreements with its Subcontractors clauses in the same form as in this Section 19. Upon request, the Supplier will deposit with the Project Manager detailed certificates of insurance for the policies it has obtained from its Subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.
 - 19.8 The Supplier will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
 - 19.9 **Responsibility and Liability.** The Supplier hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any wilful misconduct or negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the terms of this Agreement.
 - 19.10 **Indemnity.** The Supplier will defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:
 - (a) the performance of the Services by the Supplier or the failure by the Supplier to perform the Services;
 - (b) any wilful misconduct or any negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss or damage to

property of any person, any claim or matter in dispute between the Supplier and any Subcontractor, and any failure or deficiency by the Supplier or any Subcontractor in providing the Services;

- (c) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Products to the City; and
- (d) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise.

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

19.11 **Discharge of Liens.** The Contractor will make all payments and take all other steps which may be necessary to insure that all monies payable under this Agreement, the Products and any land owned by the City, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise, and the Supplier will fully defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses relating to such matters, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or court in which the same may appear.

19.12 **Rectification of Damage.** The Supplier will rectify any loss or damage caused by the Supplier in the performance of the Services at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Supplier will then pay to the City the costs of repairing the loss or damage promptly upon demand by the City. Where, in the opinion of the City it is not practical or desirable to repair the loss or damage, the City may estimate the cost of repairing the loss or damage and deduct such estimated amount from any amount owing to the Supplier.

20. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

21. NO PROMOTION

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

22. SUSTAINABILITY

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

23. TERMINATION

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

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

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

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

23.3 **Termination Payment.** Where this Agreement is terminated under Section 23.1, the City will pay to the Supplier such part of the compensation as the City, acting reasonably, determines has been earned by the Supplier to the date of termination less any amounts held by the City on account of damages, losses or costs resulting from an Event of Default. Payment pursuant to this Section will not include any amounts for lost revenue or lost profit of the Supplier. Upon the termination of this Agreement and payment as required hereunder, the City will have no further obligation or liability to the Supplier with respect to compensation payable to the Supplier hereunder and may as a condition of final payment under this Agreement require the Supplier to execute and deliver a release and discharge in favour of the City in relation to the compensation payable to the Supplier hereunder.

23.4 **Remedy for Default.** In the case of an Event of Default or if the Supplier fails to supply and provide the Services or any part thereof in accordance with this Agreement, the City may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Supplier all extra costs and expenses in doing so. The City will be under no obligation to remedy any failure or deficiency on the part of the Supplier and will not incur any liability to the Supplier for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.

23.5 **Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein.

23.6 **Suspension of Services.** The City may, at any time and from time to time by delivery of notice in writing to the Supplier, suspend the performance of the Services for the period of time

specified in such notice. In that event the City will pay to the Supplier such part of the compensation as can reasonably be considered to have been earned by the Supplier to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Supplier will have no claim against the City for any costs, expenses, damages or other liabilities suffered or incurred by the Supplier as a result of any suspension hereunder unless otherwise agreed by the City in writing.

24. ASSIGNMENT

24.1 No Assignment by Supplier without Consent. The Supplier will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.

24.2 Change of Control. If the Supplier is a company, then any change in the control of the company will be deemed to constitute an assignment for the purposes of Section 24.1.

24.3 Effect of Assignment. No assignment permitted by the City will relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.

24.4 Assignment by the City. The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

25. CONTRACT ADMINISTRATION

25.1 City Project Manager. For the purposes of this Agreement, the City designates [INSERT NAME] or their delegate as its Project Manager.

25.2 Supplier Project Manager. For the purposes of this Agreement, the Supplier designates [INSERT NAME] as its Project Manager.

25.3 The Project Manager will be the primary point of contact for each party in the administration of this Agreement.

25.4 The Supplier's Project Manager will meet with the City's Project Manager(s) on a regular basis and at the time and place requested by the City to address any issues which may arise under this Agreement.

25.5 Changes in Project Manager. Either party may change its Project Manager and/or its Project Manager's address, telephone and/or fax number by written notice to the other party given in accordance with Section 26.1 of this Agreement.

26. NOTICES

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

TO THE CITY:

CITY OF VANCOUVER
[INSERT DEPARTMENT NAME]
[INSERT ADDRESS]

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

TO THE SUPPLIER:

[INSERT NAME]
[INSERT ADDRESS]

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

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

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

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

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

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

27. TIME FOR PERFORMANCE

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

- 27.2 **Unavoidable Delay.** Notwithstanding Section 27.1, except for the performance of obligations to pay money, the time periods for the City and the Supplier's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but in the case of the Supplier, expressly excludes any and all delays caused by the Supplier's lack of financial resources or insolvency, strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Supplier's employees or Subcontractors' employees, or governmental action taken in the enforcement of law specifically against the Supplier or its Subcontractors. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

28. DISPUTE RESOLUTION

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

- 28.2 Subject to Section 28.7, in the event that (i) the parties agree to arbitration pursuant to Section 28.1, the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.
- 28.3 If the parties agree to arbitration, the arbitration will take place in Vancouver, British Columbia and will be governed by the laws of British Columbia.
- 28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Supplier.
- 28.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 28.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- 28.7 No arbitration pursuant to Section 28.2 will be binding on the City (but will, at the City's option be binding on the Supplier) until the Supplier has permitted the City to conduct an audit of the Supplier's records pursuant to generally accepted auditing standards.

29. GENERAL

- 29.1 **City Information/Approval.** No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Supplier (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Supplier. For greater certainty, any information provided by the City to the Supplier, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Supplier for information purposes only and must be independently verified by the Supplier unless the City otherwise agrees in writing.
- 29.2 **No Waiver.** No action or failure to act by the City will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.
- 29.3 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 29.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.
- 29.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the

remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

- 29.6 **Further Assurances.** Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 29.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 29.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the City and the Supplier.
- 29.9 **Joint and Several Liability of Joint Venture Participants.** If the Supplier is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the Supplier will be joint and several.
- 29.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and the Supplier and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.
- 29.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.
- 29.12 **Representation.** By executing this Agreement, the Supplier represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Supplier further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.
- 29.13 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable by the Supplier to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Supplier, whether such claim is at law or in equity or tort or on any other basis.
- 29.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

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

CITY OF VANCOUVER,
by its Authorized Signatory(ies)

Name & Title

[INSERT FULL LEGAL NAME OF CONTRACTOR]
By its Authorized Signatory(ies)

Authorized Signatory

SCHEDULE A
SERVICES

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

1. Pre-Delivery Services

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

(a) Shop Drawings and Product Literature

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

(b) Samples

The Supplier will deliver a samples of items requested to the City by such date to allow for adequate review time without impeding the project delivery and installation schedule which meets the Product Specifications, for the City to test and approve prior to placing an order for all of the sampled items required for the Premises.

If the samples do not meet the Product Specifications and the City determines that the Supplier can rectify the problem without delaying the Project schedule then the Supplier will rectify the problem and deliver to the City a sample which meets the Product Specifications. Under no circumstances will the additional time granted to the Supplier pursuant to this Section affect the Supplier's obligation to meet the deadlines set out in Section 8 of the Agreement.

If the samples do not meet the Product Specifications and the City determines in its sole discretion that the Supplier is not capable of rectifying the problem then the City will be entitled to purchase these sampled items from another supplier pursuant to Section 12.1 of the Agreement or terminate the Agreement pursuant to 23.1(b) of the Agreement.

(c) Site Meetings

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

(d) Storage

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

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2. Delivery and Installation Services

The Supplier will perform the following Services (the “**Delivery and Installation Services**”):

(a) Delivery

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

(b) Installation

The Supplier will:

- (i) install all Products and components thereof in a good and workmanlike manner, in accordance with industry best practices, the Manufacturer’s recommendations and the Product Specifications;
- (ii) install the Products in accordance with the drawings and plans provided by the City and in accordance with the directions of the City’s Project Manager;
- (iii) inspect and test all Products and components thereof to ensure that they operate as intended;
- (iv) replace any broken, scratched, disfigured or inoperable components;
- (v) remove all labels, packaging and protective materials unless still required to protect Products;
- (vi) thoroughly clean and remove any stains spots or marks from all Products and components thereof and clean-up any dirt, dust or debris brought into the Premises by the Supplier or its Subcontractors; and
- (vii) repair any damage whatsoever including wear and tear to the Premises which is caused by the Supplier or its Subcontractors.

(c) Temporary Products

If the Supplier is unable to deliver and install any Products to meet the deadlines set out in Section 8 of the Agreement then, without limiting the City’s rights under Section 12.1 or 23.1(b) of the Agreement, the City may require the Supplier to provide temporary products (the “**Temporary Products**”) at no cost to the City in order to enable the City to commence operations at the Premises. Under no circumstances will the delivery of Temporary Products by the Supplier relieve it of its obligations under this Agreement, including the obligation to deliver and install Products which meet the Products Specifications. Where following the delivery of Temporary Products by the Supplier the City determines, acting reasonably, that the Supplier will not be able to deliver and install Products which meet the Product Specifications, the City may immediately exercise its rights under Section 12.1 or 23.1(b) of the Agreement.

(d) Clean-Up

The Supplier will clean-up all dust, dirt, debris left in the Premises by the Supplier or its Subcontractors and leave the Premises in a condition acceptable to the City.

(e) Disposal and Recycling

The Supplier will remove from the Premises all debris, waste or packaging generated by the performance of the Services by the Supplier and will recycle all materials which are

capable of being recycled. The Contractor will dispose of any materials which cannot be recycled in accordance with Applicable Laws.

(f) Demonstration and Acceptance by City

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

(g) Manuals and Warranty Documentation

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

(h) Training

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

(i) Warranty Services

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

OTHER SCHEDULES

The information in the following schedules will be included in the Agreement once the Agreement has been finalized between the City and the successful Proponent.

- SCHEDULE B - SPECIFICATIONS as specified in the RFP
- SCHEDULE C - FEES AND PAYMENT taken from the successful proposal and as mutually agreed on by the City and the successful Proponent.
- SCHEDULE D - PROJECT SCHEDULE taken from the successful proposal and as mutually agreed on by the City and the successful Proponent.
- SCHEDULE E -INSURANCE the City's General Certificate of Insurance, completed and signed by the successful Proponent's insurer. Sample provided as Appendix 2 of the RFP.
- SCHEDULE F - WORKSAFEBC the successful Proponent's clearance letter from WorkSafeBC.
- SCHEDULE E - PROPOSAL the successful Proposal.