



REQUEST FOR PROPOSAL NO. PS11300

THE SUPPLY AND SERVICES OF FLEET TIRES

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., Vancouver Time (as defined in Note 2 below), Tuesday, November 15, 2011 and registered at 11:00:00 A.M. Wednesday, November 16, 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:

Julia Johnston

Buyer

FAX: 604.873.7057 E-MAIL: purchasing@vancouver.ca

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICE OF FLEET TIRES
TABLE OF CONTENTS**

PART A - INTRODUCTION **Page A1 - A2**

- 1.0 Overview
- 2.0 Objectives
- 3.0 Key Dates
- 4.0 Requirements

PART B - INSTRUCTIONS TO PROPONENTS **Pages B1 - B8**

- 1.0 Administrative Requirements
- 2.0 Conduct of RFP - Inquiries and Clarifications
- 3.0 Contract Requirements - Form of Agreement
- 4.0 Pricing
- 5.0 Consortium Proposals
- 6.0 Submission of Proposal
- 7.0 Format of Proposal
- 8.0 Bid and Performance Security
- 9.0 Conflict of Interest
- 10.0 Opening of Proposals
- 11.0 Evaluation of Proposals
- 12.0 Proposal Approval
- 13.0 Quantities
- 14.0 Brand Names
- 15.0 Alternate Solutions
- 16.0 Sustainability
- 17.0 Freedom of Information and Protection of Privacy Act
- 18.0 Confidentiality
- 19.0 Advertising
- 20.0 Non-Resident Withholding Tax - Intentionally Omitted
- 21.0 Legal Terms and Conditions

PART C - PROPOSAL FORM **Pages PF1 - PF12**

- 1.0 Required Documents
- 2.0 Proponent's Declaration and Acknowledgment

Attachment A - Legal Terms and Conditions

SCHEDULES

- Schedule A - Requirements
- Schedule B - Pricing
- Schedule C - Deviations and Variations
- Schedule D - Sub-contractors

APPENDICES

APPENDIX 1: FORM OF AGREEMENT (26)

APPENDIX 2: PRICING MATRIX (6)

APPENDIX 3: CERTIFICATE OF EXISTING INSURANCE (1)

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICE OF FLEET TIRES
TABLE OF CONTENTS

APPENDIX 4: CERTIFICATE OF INSURANCE (1)

APPENDIX 5: ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE (4)

APPENDIX 6: DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE (1)

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICE OF FLEET TIRES
PART A - INTRODUCTION

1.0 Overview

- 1.1 This Request for Proposal ("RFP") identifies a business opportunity for the successful Proponent(s) to supply and deliver tires and tubes, retread and repair tires, tire repair supplies, provide service calls and perform support services for the City's Engineering, Fire and Rescue Services, Vancouver Police Department and the Vancouver Parks Board.

Qualified and experienced Proponents are invited to submit Proposals. The City will consider Proposals meeting either all or part of the Requirements, however, the successful Proponent(s) will be the Proponent(s) who offers competitive pricing, a high level of service and provides "best practice" business solutions.

The City has divided its requirements into six (6) categories as follows:

- Requirement 'A' is for the supply of tires and related products and services for light truck, passenger car and other similar or related light duty vehicles having 17.5" LT tires and smaller;
- Requirement 'B' is for the supply of tires and related products and services for heavy trucks having tires larger than 17.5" LT tires, and equipment and other similar or related heavy duty vehicles;
- Requirement 'C' is for supply of tires and related products and services for lawn and turf products;
- Requirement 'D' is for the supply of tires and related products and services for Off the Road (OTR);
- Requirement 'E' is for retread/recaps; and
- Requirement 'F' is for Tire Repair Supplies.

Each of the above Requirements is outlined in greater detail within Schedule A of this RFP.

2.0 Objectives

- 2.1 The objectives of this RFP are to:

- find a Proponent(s) who can offer a comprehensive range of quality tires offering lowest total cost of ownership and provide best value to the City;
- work with vendor(s) offering leading edge technology and products during the life of the contract;
- find a Proponent(s) who can offer reliable and timely service including guaranteed service levels for emergency vehicles such as the Vancouver Fire Department; and
- find creative business solutions to address the following areas or concerns:

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICE OF FLEET TIRES
PART A - INTRODUCTION**

- reduce administrative costs by means such as batch or summary billing and priced delivery slips. This may or may not include electronic billing and credit card payment;
- minimize or reduce effects to the environment by purchasing tires with long tread life and to follow best business and environmental practices in the disposal of used tire products;
- reduce or eliminate obsolete inventory currently carried by the City;
- minimize tire waste by developing a program to inspect and re-use tires removed from Police patrol vehicles; and
- Implement a vendor managed detailed reporting system, during the term of the contract, on the City's purchases.

3.0 Key Dates

3.1 Proponents should note the following key dates:

Event	Time/Date
Release of RFP	October 20, 2011
Deadline for Enquiries	November 8, 2011
RFP Closes	November 15, 2011
Evaluation	November - December 2011
Contract Award	January 2012

4.0 Requirements

- 4.1 A sample of the Form of Agreement outlining the contractual requirements for payment, insurance, WorkSafeBC coverage and compliance, change orders and all other relevant business issues and risk allocations is attached as Appendix 1. 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 form of Agreement or if they consider any part of the sample Form of Agreement to be inconsistent with their proposal, to suggest alternative contractual language in Schedule C - Deviations and Variations.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS

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

- 1.1 It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP.
- 1.2 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

- 2.1 The City's Manager of Supply Management will have the conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of 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 - Form of Agreement

- 3.1 The term of the Contract shall be for a three (3) year period with the option to renew for two (2) additional one (1) year periods to a maximum of five (5) years. The option to extend the Contract is subject to agreement between the Contractor and the City. Where the City and Contractor continue to deal with each other following the expiry of the Term, without any additional or other written agreement in respect thereof, the Contract will be deemed to be renewed on a month to month basis on the same terms and conditions as before the expiry of the Term and may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.
- 3.2 Where the head office of the successful Proponent is located within the City of Vancouver the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Proponent will be requested to enter into a Contract substantially in accordance with the sample form of agreement provided as Appendix 1. 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).

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS

- 3.4 If any of the terms set out in the Form of Agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its proposal. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may not be acceptable to the City.

4.0 Pricing

- 4.1 Prices are to be quoted in Canadian currency.
- 4.2 Prices quoted are to be exclusive of HST, except where expressly requested.
- 4.3 Pricing is to be held firm for a minimum of one (1) year from the date of contract commencement, after which any changes will be submitted for consideration to the City at least sixty (60) days prior to any such increases taking effect.
- 4.4 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.

5.0 Consortium Proposals

- 5.1 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.
- 5.2 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.
- 5.3 Consortium proposals are to include proposed contract language describing each consortium member's roles and responsibilities and the proposed legal contract structure.
- 5.4 The City reserves the right to accept 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.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS**

6.0 Submission of Proposal

- 6.1 Proponents are to submit four (4) hard copies of their Proposal in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda in each binder. Proponents should also submit one (1) electronic copy of their proposal in 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.
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned.
- 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Office, #310-555 West 12th Ave., East Tower, Vancouver, V5Z 3X7 and signed by the authorized signatory for the Proponent.
- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

7.0 Format of Proposal

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents should complete all forms included in this RFP, attaching any additional appendices that may be required. Proposals are to be arranged as follows:
 - a) 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.
 - b) Table of Content: Page numbers should be indicated.
 - c) Executive Summary: A short summary of the key features of the Proposal demonstrating that the Proponent understands the scope of the Requirements.
 - d) Proposal Form: The Proponent is to complete the Proposal Form

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS**

and attached Attachment A - Legal Terms and Conditions included in this RFP in accordance with the instructions.

- e) Required Documents: The Proponent is to attach any required document described in Part C, Section 1.0 - Required Documents of the Proposal Form.
- f) 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.
- g) 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

- 8.1 Since no irrevocable offer is required under this RFP, no bid security is required.

9.0 Conflict of Interest

- 9.1 Proponent's are to ensure that:
 - a) any and all conflicts or potential conflicts; and
 - b) any and all collusion, or appearance of collusion.
- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any contract should one be awarded in reliance on the information contained in the submitted Proposal.
- 9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation 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

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

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS

11.0 Evaluation of Proposals

- 11.1 Proposals will be evaluated on the basis of the overall best value to the City, based on quality, service, price and any other relevant criteria set out herein including, but not limited to:
- a) the Proponent's ability to meet the product, service and business solution Requirements;
 - b) proven experience in delivering a similar scope of work;
 - c) the Proponent's ability to deliver the Requirements when and where required;
 - d) compliance with the insurance requirements;
 - e) 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;
 - f) extent of third party liability protection;
 - g) the Proponent's financial offer including but not limited to prices, operating and maintenance costs, treadlife, safety, warranty, and any other life cycle considerations;
 - h) Proponent's compliance with the Supplier Code of Conduct;
 - i) Proponent's leadership in sustainability (as determined by the Vendor Leadership Assessment Questionnaire);
 - j) proposed streamlined ordering process;
 - k) proposed training process;
 - l) proposed innovative payment procedures, reporting and systems;
 - m) ability to supply technological information;
 - n) Proponent's ability to provide continuous services, such as (but not limited to), support analysis; monitoring of product performance; evaluating problem areas and recommending solutions; and conducting regular reviews of the City's fleet to determine the lowest overall operating cost;
 - o) quality of Proposal, including any innovative concepts; and
 - p) any other criteria set out in the RFP or otherwise reasonably considered relevant.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS**

- 11.2 The City may elect to short list Proponents in stages as deemed necessary.
- 11.3 Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying samples, performing demonstrations, and/or furnishing additional technical data.
- 11.4 The City will pursue negotiations with those short listed Proponents, under the terms and conditions specified within this RFP, in search of the best possible overall value and supply Agreement.
- 11.5 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If Products not fully consumed, they will be returned at the Proponent's request and expense.
- 11.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.
- 11.7 The City may request than any or all Sub-Contractors of the Proponent undergo the same evaluation process.

12.0 Proposal Approval

- 12.1 Proposal approval is contingent on funds being approved and the Proposal being approved by appropriate parties. Only then may the successful Proponent(s) and the City proceed to settle, draft and sign the necessary legal agreement.
- 12.2 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.
- 12.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.
- 12.4 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:
 - a) accept any proposal;
 - b) reject any proposal;
 - c) reject all proposals;
 - d) accept a proposal which is not the lowest Proposal;
 - e) accept a proposal that deviates from the Requirements, Specifications or the conditions specified in this RFP;

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS

- f) reject a proposal even if it is the only proposal received by the City;
- g) accept all or any part of a proposal; and
- h) split the Requirements between one (1) or more Proposals.

13.0 Quantities

- 13.1 The quantities stated in the RFP are only the City's best estimates of the Requirements and the Proponents should not consider such estimates to be fixed quantities. Actual quantities will likely vary, but the Proponent's unit prices will remain fixed regardless of the actual variances in quantities actually required by the City subject to agreed upon price change mechanism.

14.0 Brand Names

- 14.1 Unless otherwise stated, if, and wherever, the Specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, Products other than that specified is proposed in any RFP, the Proposal must explicitly include the name of such Products, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may be requested.

15.0 Alternate Solutions

- 15.1 If in addition to proposing goods and services 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.

16.0 Sustainability

- 16.1 The City's Procurement Policy and related Supplier Code of Conduct aligns the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. Refer to Appendix 1 - Form of Agreement Section 22.2.
- 16.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent 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.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART B - INSTRUCTIONS TO PROPONENTS

17.0 Freedom of Information and Protection of Privacy Act

- 17.1 Proponents should note 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 Consultants or Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

18.0 Confidentiality

- 18.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.
- 18.2 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.

19.0 Advertising

- 19.1 The approval of any Proposal and the signing of an Agreement does not allow a Proponent to advertise its relationship with the City, nor with the 2010 Olympics, in any way without the City's prior written authorization.

20.0 Non-Resident Withholding Tax

- 20.1 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.

21.0 Legal Terms and Conditions

- 21.1 No part of Part A - Introduction, this Part B - Instructions to Proponents, nor Part C - Special Conditions 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.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
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, if applicable.

To the City's Supply Management Department,

The Proponent, having carefully examined and read the RFP, including the sample Form of 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
Certificate of Existing Insurance - Appendix 3	Yes	
Declaration of Supplier Code of Conduct Compliance - Appendix 7	Yes	
Assessment of Vendor Sustainability Leadership Questionnaire - Appendix 6	Yes	

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - PROPOSAL FORM

To be initialled at Proposal Opening:

Director, Supply Management or designate

Witness

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*)

Name and Title (*please print*)

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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 the RFP PS11300 - The Supply and Services of Fleet Tires
- 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

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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. PS11300, including all 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.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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'

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

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

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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

5.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the proposals to the proponent(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.

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

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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].

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

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 services of fleet tires 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:

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
PART C - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

[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).

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. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
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 Proponent Information

1.1 Corporate Information

Provide a description of the Proponent's company, including legal name, jurisdiction of incorporation purpose and history of successes including number of years in business and company owners.

1.2 Experience

Previous experience servicing and distributing fleet tires for a minimum of five (5) years;

Describe your firm's experience in the supply and service of fleet tires similar in scope to the requirements in this RFP during the last five (5) years. Specify client names where applicable.

1.3 Key Personnel

Identify key personnel to be assigned to this Contract, setting out their names and titles, responsibilities and relevant experience.

1.4 Client List

Attach a published client list and include any letters or recommendation that may be appropriate to this project.

1.5 Dun & Bradstreet

The Proponent shall provide the City with its D-U-N-S registration number.

2.0 References

- 2.1** The Proponent is to provide at least three (3) references for similar goods and/or services as those required by this RFP. 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.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS**

Name and Address of Company	Contact name, Telephone number and Email address	Brief Description of Goods/Services Provided by Proponent

3.0 Product Requirements

3.1 The City's requirement for the Products is divided into six (6) categories:

- a) Requirement 'A' - product and services for light truck, passenger car and other similar or related light duty vehicles having 17.5" LT tires and smaller;
- b) Requirement 'B' - products and services for heavy trucks having tires larger than 17.5" LT tires, and equipment and other similar or related heavy duty vehicles;
- c) Requirement 'C' - product and services for lawn and turf products;
- d) Requirement 'D' - product and services for Off the Road (OTR) tires and products;
- e) Requirement 'E' - retreads and/or recaps. As per the regulations set out in the BC Commercial Vehicle Act and Regulations:
http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/26_58_04 and;
- f) Requirement 'F' - Tire repair supplies.

3.2 As part of the City's effort to address certain environmental and health concerns associated with some Products, it is the intent of the City to establish a Contract for environmentally preferable Products and packaging which through meeting specifications, represent a lesser impact to staff & public health and the environment.

3.3 Inventory and locations - Proponent to provide details on approximate number of tires in stock in Greater Vancouver, the approximate dollar value and the locations where the stock is located.

3.4 Detailed product information - Proponent to include a comprehensive catalogue of the tires and related products you stock or are agents for.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

4.0 Inventory

4.1 Reducing Inventory

Proponent is to explain how they will work with the City to reduce City owned inventory through vendor assisted inventory control and reduced delivery lead times.

4.2 Obsolete Stock

The City has obsolete stock which may be of use to others and may have considerable market value. The City wants to eliminate or reduce the obsolete stock in inventory while minimizing the cost of disposing these items.

- Proponents to state - life of the contract if they are willing to buy back some or the entire City owned obsolete stock. Please provide details.
- Proponent to outline any program or suggestions they may have to address this problem.

4.3 Value of Used Tires

The City is interested in recouping the most value from the disposal of used during the term of the Contract. It is possible that some of the used tires may have market value and serviceable life remaining and the some value can be recovered. It is also possible that due to the dynamic industry of recycling, that value of scrap tires may increase in the future.

- Proponent to state if they can assist the City with and provide any suggestions in recovering the maximum value from the disposal of used tires.
- Proponents to outline any suggestions to assist the City in recovering maximum value from the disposal of used or scrap tires.
- Please refer to Appendix 2 - Pricing Matrix for a list of tires the City may have for casing credit

4.4 Value of Scrap Tires

The City is interested in recouping the most value from the disposal of scrap tires. The City has approximately fifty (50) scrap tires a week. It is possible that due to the dynamic industry of recycling, that value of scrap tires may increase in the future.

- Proponent to state if they can assist the City with recovering the maximum value from scrap tires.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

- Proponent to outline a schedule for picking up scrap tire from the City on a regular basis.

4.5 Program or System to re-use Vancouver Police Patrol Vehicle Tires

The Vancouver Police pursuit vehicle tires are always removed in pairs, either front (steering) or rear (drive). Often this is a result of one (1) damaged tire, and the other tire which has been removed may still have useful service life. The City is looking for suggestions whereby the “good” tires may be gathered by the vendor, inspected, matched and delivered back to the City for use. The City is open to suggestions whereby the City would supply the vendor rims to mount and balance tires prior to delivery.

- Proponent to state if they are willing to work a plan with the City and offer a framework that can be developed that would be beneficial to both the proponent and the City.
- Proponent to outline their suggestions as to how a framework can be developed to address this issue and work beneficially for both the supplier and the City.

5.0 Substitute Products

- 5.1 The final product list for the City will be determined solely by the City. Any product substitution requests will require prior approval from the City before implementation of the Contract.

6.0 Back-Orders

- 6.1 A major inconvenience to the City is when Product is ordered, is not supplied and placed on back-order. One of the key objectives within this RFP is to eliminate or significantly reduce the instances of back-orders, whereby any order containing material placed on back-order, be completed on the next subsequent delivery.

- Proponent is to explain the solutions in meeting this objective of how you propose to guarantee no or minimal back orders.
- Please provide how the City may be compensated (i.e. automated discount) or offer for each instance of back-order occurrence.

7.0 Alternative Sourcing

- 7.1 The City reserves the right to purchase or acquire any of the products and services included within the Contract, from other sources, if it deems that the tires and related products and services offered by the Contractor:

- Do not meet the City’s quality standards,

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

- Are deemed to be inferior or unacceptable to use,
- Cannot be supplied as specified and as required,
- In an emergency situation; and
- Become inferior to products available in the market due to technological or other advancements.

7.2 During the life of the contract the City reserves the right to test any and all products from any manufacturer or distributor at its discretion. The City will not bear any cost associated with the acquisition or installation of products for the purpose of testing, whether from the incumbent or other vendors.

7.3 Should new and improved products become available in the marketplace during the life of the contract, the City reserves the right to purchase and use such products. The City intends to provide the incumbent vendor with the first opportunity to supply the new and improved products (or products of equal or better quality at a competitive price). Should the incumbent vendor be unable to supply the required products, the City reserves the right to purchase from other sources as required.

8.0 Warranty

8.1 Proponent to submit warranty information for all products quoted on in this RFP or included in your product lists and/or catalogues provided.

9.0 Service Capabilities

9.1 The City requires a designated "Account Representative" to serve as point of contact and be responsible for managing the relationship between the City and the Contractor. The Account Representative will work with designated City staff to ensure that the City objectives are met as outlined in Section 2 - Part A (introduction) and within this section. Proponents are to provide an overview of their account management process and hierarchy.

9.2 The City requires that the service level for delivery of Product direct to the site be within forty eight (48) hours from the time the order is placed. It is also expected that the successful Proponent possess the capability of providing special same day delivery service under emergent conditions. Further to Part B - Instruction Section 4.3, Schedule B - Pricing Section 1.0, all delivery is to be considered F.O.B. destination and no additional charges for freight or fuel surcharges will be accepted by the City.

Outline your estimated or guaranteed delivery times offered to each City location as outlined in Section 9.4 below for each of the following:

- Regularly ordered products;
- Less frequently ordered products; and

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

- Special ordered products.

Proponent to provide details on how your company plans on accomplishing the estimated or guaranteed delivery times as answered above.

Proponent to indicate what type of rebates or discounts would be offered where such delivery times were not met.

- 9.3 In the event that there are multiple orders placed by the same City location within a short period (approx. forty-eight (48) hours), the Contractor will endeavour to communicate with the specific location and offer a consolidated order delivery option if acceptable to the City
- 9.4 Most deliveries will be made to the main tire shop at the Manitoba Yard location. There will be deliveries required to the other City locations as outlined in the table below.

Dept.	Facility	Hours of Operation	Location
Equipment Services	Manitoba Yards Garage	6:30 a.m. - 1:00 a.m.	250 W. 70 th Ave. Vancouver
Equipment Services	National Yards Garage	6:30 a.m. - 11:30 p.m.	701 National Avenue
Equipment Services	Burns Bog Garage	6:30 a.m. - 11:30 p.m.	5400 - 72nd Street, Delta
Fire and Rescue Services.	No. 1 Fire Hall	7:30 a.m. - 5:30 p.m.	900 Heatley St. Vancouver

Proponent to provide detailed information on delivery including days and times available to each of these locations.

- 9.5 Proponent should detail customer service process and capabilities such as but not limited to, the order servicing process, multiple orders placed by the same location, related technologies, and recommended logistics solution including delivery schedules, size of vehicles, number of vehicles and the ability to provide delivery service to multiple locations.
- 9.6 The City's preference is not to have a minimum order, however indicate minimum ordering quantities and order value if applicable.
- 9.7 Explain process for handling emergent or special after hour requirements and how quickly from the time the order was placed until the City would receive those Products.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

- 9.8 State the location from which deliveries would be dispatched for the City of Vancouver.
- 9.9 Provide a sample Packing slip, packing list, bill of lading or customer receipt that includes and itemized detail of the package contents which does not include pricing or demonstrate how it is separate from an invoice, which will accompany each delivery.

10.0 Field or Emergency Service Calls

- 10.1 The City of Vancouver normally handles emergency or field service calls internally. All departments of the City of Vancouver may need emergency or field service calls from time to time. The City and the Vancouver Fire Department requires a field service guarantee of sixty (60) minutes from the time a service call is made.
- 10.2 Proponent to provide estimated and/or guaranteed response times for routine field service calls and emergency field service calls for the following:
- Regular business hours;
 - Evenings and weekends; and
 - Holidays.
- 10.3 Proponent to indicate what type of rebate or discount would be offered where such service times are not met.

11.0 Reporting Capabilities

- 11.1 Proponent may be asked to provide [quarterly/semi-annual/annual] reporting on a number of performance measures and any other criteria determined by the City for products purchased under this Contract. The information should be reported in aggregate in a matrix providing the following data, which may include but is not limited to:
- i) Stock Maintenance and Usage - The City requires the ability to identify consumption of the Products used under this Contract. Proponent is to provide a detailed sample of your solution in a periodical supply summary for the Product purchases for specific time frames, or on a monthly, quarterly, or annually, as requested by the City;
 - ii) Back order status - include number of incidents and fulfilment rate (fill rate) per product category; and
 - iii) Measures including cost reduction initiatives, market trends of key cost drivers or other price adjustment criteria established, related/relevant market based indices for commodity items, etc.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

12.0 Disaster Response Support

- 12.1 In the event of a major or serious disaster, such as earthquake, major fire, or extreme snow conditions, the City will be faced with the requirement to sustain the provisioning of key facilities such as those operated by the Police Department, Fire and Rescue Services and other emergency facilities.
- 12.2 Proponent to explain ability or plan, which will provide this support to the City in the event of a major disaster or emergency condition.

13.0 Transition and Implementation Plan

- 13.1 Recognizing that there may be changes in some Products and procedures being implemented from what is presently being purchased or used by the City, the City and the Contractor will be responsible for developing a timely and orderly transition to the servicing of the Contract upon acceptance signing.
- 13.2 Include a detailed explanation as to how you envision the transition and implementation to be completed. These issues should encompass, but not be limited to such factors as:
 - i) determination of product requirements;
 - ii) service levels for the respective facilities including logistics arrangements;
 - iv) ordering process;
 - v) establishment of summary billing or technology; and
 - vi) establishment of supply reports.

14.0 Greenhouse Gas/Carbon Reduction

- 14.1 The City aims to reduce its greenhouse gas/carbon emissions associated with product and service delivery, where possible as part of its Climate Protection Program.
- 14.2 Proponent to provide solution how the design and use of your product takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation related to service provision and/or purchasing carbon credits to offset emissions.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS**

15.0 Environment

15.1 Purchase of New Tires

In an ongoing effort to minimize any impacts on the environment, the City wishes to purchase tires, where possible, having long life cycles and/or are made from recycled or environmentally friendly materials.

Proponent to provide your solution to address this requirement.

15.2 Disposal of Used or Scrap Tires

In keeping with the City's commitment to the environment, the City is interested in the "best industry practice" relating to the disposal or recycling of it's used and scrap tires. The Contractor is expected to use the Provincial Governments tire disposal regulations as a minimum standard of business practice.

Proponent to specifically outline what will happen to used and scrap tires picked up from the City and how they will be handled once they leave the City's storage locations.

16.0 Sustainability

16.1 In accordance with the City's Procurement Policy, outlined below are preferred sustainability requirements. Please demonstrate in your Proposal the following:

- a) demonstrate compliance with the Supplier Code of Conduct by submitting a completed Declaration of Supplier Code of Conduct Compliance form as provided in Appendix 6;
- b) demonstrate their sustainability performance by completing the Assessment of Vendor Sustainability Leadership Questionnaire - Appendix 7;
- c) offer a solution to reducing carbon emissions resulting from the delivery of products;
- f) online ordering system that highlights environmentally friendly options and provides the capability to block orders of products that do not meet the products specifications of this RFP; and

17.0 Value Added Services

17.1 Within its response to Schedule A, 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

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

thereto, the summary and explanation of those costs should be appended to the Schedule B - Pricing .

- 17.2 Proponents are encouraged to include innovative ideas relating to execution and delivery of the Products and Services and anything else that may enhance their Proposal.

18.0 Insurance Requirements

- 18.1 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in Appendix 3 as evidence of their existing insurance coverage.
- 18.2 A copy of the City's Certificate of Insurance is attached for reference as Appendix 4. The successful Proponent will be required to file completed certificates in that form with the City's Supply Management Director showing proof of all insurance requirements described as applicable, upon award. Certificates must be completed and signed by the Proponent's insurer and be reviewed and approved by the City's Risk Management Department prior to the City entering into any Contract with the successful Proponent.
- 18.3 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its Sub-Contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.
- 18.4 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Supply Management Director and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.
- 18.5 The Contractor and each of its Sub-Contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 18.6 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 18.7 The insurance coverage shall be primary insurance with respect to liability arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

- 18.8 The Contractor shall provide in its agreements with its Sub-Contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Supply Management Director detailed certificate of insurance for the policies it has obtained from its Sub-Contractors and a copy of the insurance clauses so provided in the said agreements.
- 18.9 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

a) Commercial General Liability

Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.

The policy of insurance shall:

- (i) be on an occurrence form;
- (ii) add the City and its officials, officers, employees and agents as additional insureds;
- (iii) contain a cross-liability or severability of interest clause;
- (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) Motor Vehicle Liability Insurance

The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).

19.0 Worksafe BC Compliance

- 19.1 Within seven (7) days of the Notice of Award, the Contractor must provide evidence that it is registered and in good standing with WorkSafe BC.
- 19.2 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE A - REQUIREMENTS

itself and all workers, employees, and others engaged in or upon any Work under this Contract.

- 19.3 The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 19.4 The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.
- 19.5 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - b) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
 - c) any breach of the Contractor's obligations under this General Condition.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE B - PRICING**

1.0 Instructions/Pricing

- a. Proponents are to complete Schedule B - Pricing and Appendix 2 - Pricing Matrix.
- b. 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.
- c. Pricing quoted are to be exclusive of HST, except where expressly requested.
- d. Pricing is to be quoted in Canadian Dollars.
- e. Total Price: is the annual estimated quantity times (x) the unit price plus (+) the Environmental Handling Charges.
- f. If a Proponent is unable to quote on any product, they are to complete the field at "N/Q" (not quoting).
- g. The City is currently using the following products as listed in Appendix 2 - Pricing Matrix. Any new product offered should have the same or exceed the characteristics, performance and quality of this product.

Prices or cost information is not to be shown in any other part of the Proposal other than this Schedule B and Appendix 2. The quantities shown are estimated and are for informational purposes only and do not guarantee usage. Actual annual usage may be more or less than what is shown as the estimated amount.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE B - PRICING**

2.0 Discount

- 2.1 For Products not listed in Appendix 2 - Pricing Matrix, the City is requesting Proponents to provide a percentage discount per product category, off the Proponents catalogue. Proponents are to specify the name and date of the catalogue and include a copy with their proposal.

Name of Catalogue: _____ Date: _____

Item No.	Category	Percentage (%) Discount
1	Requirement A	
2.	Requirement B	
3.	Requirement C	
4.	Requirement D	
5.	Requirement E	
6.	Requirement F	

- 2.2 State the overall catalogue discount offered: _____%.

- 2.3 State and describe in detail any other discount method offered for items not listed in Appendix 2 - Pricing Matrix:

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE B - PRICING**

3.0 Annual Volume Incentive

- 3.1 Proponents are to clearly outline the levels of incentive based on the value of annual business volume supplied under an Agreement awarded as a result of this RFP. Rebates are based on aggregate annual spend within the City. Rebate administration and payment process will be determined between the City and the Supplier and will be incorporated into the final Agreement.

Volume Incentives	
Annual Sales Volume	Discount Offered for Reaching this Volume
\$250,000 < \$500,000	%
>\$500,000 < \$750,000	%
> \$750,000 < \$1,000,000	%
> \$1,000,000 < \$1,250,000	%
> \$1,250,000 < \$1,500,000	%

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICES OF FLEET TIRES
SCHEDULE B - PRICING**

4.0 Terms of Payment

- 4.1 The City's standard payment terms are Net 30 days after receipt of an approved invoice, however discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate below if other than Net 30.

Payment Terms	
Alternate Terms	Describe Additional Discount

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICE OF FLEET TIRES
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 Form of Agreement (Appendix 1), such clauses should be attached to this Schedule C. The City will assume such clauses are in addition to those in the sample Form of Agreement unless otherwise indicated by the Proponent.

**REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICE OF FLEET TIRES
SCHEDULE D - SUB-CONTRACTORS**

The Sub-contractors shown below are the sub-contractors and sub-consultants 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 **Form of 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 Subcontractor, the Proponent may, rather than propose a substitute Subcontractor, 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, Address	Contact Name and Telephone Number	Area of Responsibility

FORM OF AGREEMENT

SUPPLY AND SERVICE OF FLEET TIRES

THIS AGREEMENT made as of _____, 20__ (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 [INSERT SERVICES] 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 and Service of Fleet Tires 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;

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- (e) “**Completion Date**” has the meaning set out in Section 8.1;
- (f) “**Contract Documents**” means this Agreement, the Proposal, the RFP PS11300 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) “**Contractor or Supplier**” means the proponent whose Proposal the City has accepted and to whom the Contract has been awarded;
- (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 [INSERT ADDRESS]
- (q) “**Products**” means the Fleet Tires and related items to be supplied to the City by the Supplier, as more particularly set out in Schedule B of this Agreement;
- (r) “**Product Specifications**” has the meaning set out in Section 6.1;
- (s) “**Project**” means the Supply and Service of Fleet Tires;
- (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;

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- (w) “RFP” means Request for Proposals PS11300 issued on _____;
 - (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) “Tax” means HST and any other similar tax;
 - (dd) “Tax Legislation” includes the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), and all other similar legislation in effect from time to time;
 - (ee) “Term” has the meaning set out in Section 4.3; and
 - (ff) “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;

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- (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) the schedules and appendices attached hereto including any amendments to the schedules and appendices attached hereto;
- (c) the Proposal; and
- (d) the RFP.

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;

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- (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 B of this Agreement to the City at and for the unit prices stated in Schedule B.
 - 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 RFP;
 - (d) the services which the Supplier agreed to provide in the Proposal; and
 - (e) any services not specifically covered in (a), (b), (c) or (d) 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 and in the RFP, 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.

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- 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 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 B 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 Installation and Delivery 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 B and will remain fixed for a period of three (3) years from the Effective Date. Prices may be adjusted by mutual agreement by both the Contractor and the City, subject to documented proof which can be verified with an independent published source or mutually acceptable market index as related to the Product(s).
- 7.3 **Supplier's Costs.** The fees for the Delivery and Installation Services and the prices for the Products set out in Schedule B 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 on the Products and the Services, 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 B 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 [INSERT COMPLETION DATE] (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 any other Contract Document, the terms of the other Contract Document will 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 Effective Date.** The warranty period for a Product will not commence prior to the Delivery Date.

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;
- (e) perform any of the Services when and where required by the City, or

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 Products and the completion of the Installation and Delivery Services by the Supplier in accordance with the prices set forth in Schedule B. 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 Manager, Facility Development 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.

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- 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 Manager, [INSERT DEPARTMENT NAME] 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 Manager, [INSERT DEPARTMENT NAME] 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).

The Supplier undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Supplier and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as "VANOC"). Without limiting the generality of the foregoing, the Supplier will not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", "Host City", "Olympic" or "Olympics", and will not use any official emblem, logo or mascot of the 2010 Games or the City, in any Communications, without the express prior written consent of the City, which consent may be arbitrarily withheld.

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.
- 22.2 As the City Contractor, your performance during all contractual obligations will be critical to the City's sustainable and ethical commitments. As such, you must be aware of and follow the City of Vancouver's sustainable and ethical requirements set out in the Procurement Policy and related Supplier Code of Conduct at http://vancouver.ca/policy_pdf/AF01401P1.pdf.

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

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- (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.

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- 29.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.
- 29.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 29.6 **Further Assurances.** Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 29.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 29.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the City and the Supplier.
- 29.9 **Joint and Several Liability of Joint Venture Participants.** If the Supplier is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the Supplier will be joint and several.
- 29.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and the Supplier and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.
- 29.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.
- 29.12 **Representation.** By executing this Agreement, the Supplier represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Supplier further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.
- 29.13 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable by the Supplier to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Supplier, whether such claim is at law or in equity or tort or on any other basis.

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

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

CITY OF VANCOUVER,
by its Authorized Signatory(ies)

Director of Legal Services

Director of Facilities and Design Management

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

Authorized Signatory

Authorized Signatory

This Agreement has been authorized by a resolution of Vancouver City Council dated **[INSERT DATE]**

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.

2. Delivery and Installation Services

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

(a) Delivery

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

(b) 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.

SCHEDULE B

PRICING

[INSERT SCHEDULE AND APPENDIX 2 - SEE ATTACHED]

APPENDIX 1

CERTIFICATES OF INSURANCE

[INSERT SCHEDULE - SEE ATTACHED]

APPENDIX 2

WORKSAFEBC CLEARANCE LETTERS

[INSERT SCHEDULE - SEE ATTACHED]

REQUEST FOR PROPOSAL NO. PS11300
THE SUPPLY AND SERVICE OF FLEET TIRES
APPENDIX 2 - PRICING MATRIX

Appendix 2 - Pricing Matrix available for downloading at:

<http://vancouver.ca/fs/bid/bidopp/openbid.htm>



**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 _____

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: _____

Assessment of Vendor Sustainability Leadership Questionnaire (for Product Providers)

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

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

Section 1: Fair Workplace Practices

1. Does your company know the locations of 100% of the facilities that produce your products? ☐ Yes ☐ No

2. Does your company have a documented Supplier Code of Conduct or policy that sets internationally recognized minimum labour standards that you expect your suppliers to meet when manufacturing your products? ☐ Yes ☐ No

3. Tell us how your company verifies compliance to the standards in the Supplier Code of Conduct and/or Purchasing Policy.

a) We conduct third party audits of factories we work with ☐ Yes ☐ No

b) We conduct internal audits of our supply chain and work with our supply base to resolve issues ☐ Yes ☐ No

c) We publicly disclose the names and locations of our factories ☐ Yes ☐ No

d) We rely on a complaint-based system to identify supplier non-compliance ☐ Yes ☐ No

4. Tell us which memberships you hold with organizations that work to promote fair and reasonable employment conditions for workers.

a) We are a member of [Fair Labour Association](#) or [Social Accountability International](#) or [Worker's Rights Consortium](#) ☐ Yes ☐ No

b) We are a member of [Fair Factories Clearinghouse](#) or [Sedex](#) ☐ Yes ☐ No

c) We are a member of another organization that promotes fair and reasonable employment conditions Please specify _____

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

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

Assessment of Vendor Sustainability Leadership Questionnaire (for Product Providers)

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

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

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

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

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

Please specify _____

Section 3: Environmental Management & Stewardship

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

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Assessment of Vendor Sustainability Leadership Questionnaire (for Product Providers)

e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.		
a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facilities, our fleet and/or made process improvements to decrease GHG emissions and energy use.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible. Please specify the verification system :	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Tell us how your company works to reduce waste in its daily operations.		
a) We conduct regular audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations Please specify additional materials recycled:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances		
a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Assessment of Vendor Sustainability Leadership Questionnaire (for Product Providers)

Back-up Documentation to Verify Responses

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

Section	Question	Back-up Documentation
Section 1 Fair Workplace Practices	Question 1	<ul style="list-style-type: none"> • Location details of factory locations
	Question 2	<ul style="list-style-type: none"> • A copy of Supplier Code of Conduct or policy
	Question 3	<ul style="list-style-type: none"> • A copy of third-party audit reports • A list of publicly disclosed factories
	Question 4	<ul style="list-style-type: none"> • Proof of membership
Section 2 Workplace Health and Safety	Question 5	<ul style="list-style-type: none"> • A copy of policy • Proof of safety management system certification
	Question 6	<ul style="list-style-type: none"> • Documentation of employee benefit packages and a list of those who receive benefits
	Question 7	<ul style="list-style-type: none"> • A copy of policies
Section 3 Environmental Management and Stewardship	Question 8	<ul style="list-style-type: none"> • A copy of policy • Proof of environmental management system certification • A copy of public report
	Question 9	<ul style="list-style-type: none"> • Copy of public report • A copy of reduction targets and related results • Proof of LEED, BEEAMA, etc. certification
	Question 10	<ul style="list-style-type: none"> • Total tonnes of solid waste generated • A copy of reduction targets
	Question 11	<ul style="list-style-type: none"> • Copy of strategy/policy • A copy of reduction targets and related results • Copy of third-party audit/verification

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

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

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

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

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

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

Corporate Name of Applicant

Name and Title of Authorised Signatory

Signature

Date