



REQUEST FOR PROPOSALS

SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS

RFP No. PS20110542

Issue Date: December 16, 2011

Issued By: City of Vancouver

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PART A - INTRODUCTION

1.0 OVERVIEW OF RFP

1.1 This Request for Proposals ("RFP") is an opportunity to submit a Proposal for the City of Vancouver's ("City") review and, depending on the City's evaluation, to negotiate with the City to finalize and execute a contract.

1.2 This RFP consists of four (4) parts:

- (a) **PART A - INTRODUCTION:** This part sets out the key dates and contact information for the RFP process;
- (b) **PART B - INSTRUCTION TO PROPONENTS:** This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;
- (c) **PART C - FORM OF PROPOSAL:** This part contains the format and information requested by the City to be contained and submitted in the Proposal. The Proposal should be submitted in a two envelope system: Commercial Proposal and Management Proposal; and
- (d) **PART D - FORM OF AGREEMENT:** This part contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

2.0 KEY DATES

2.1 Proponents should note the following key dates:

| Event | Time/Date |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deadline for Enquiries | Tuesday January 17, 2012 Enquiries received during the final five (5) Business Days before the Closing Time may not be processed and may not receive a response. |
| Closing Time | 3:00:00 P.M. Vancouver Time, Tuesday January 24, 2012 |

2.2 The City's Purchasing Services Office is open on Business Days from 8:30 am to 4:30 p.m. and closed Saturdays, Sundays, and holidays.

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PART A - INTRODUCTION**

3.0 CONTACT PERSON

3.1 The Contact Person for this RFP is:

Eamonn Savage, Contracting Specialist
FAX: 604.873.7057 E-MAIL: purchasing@vancouver.ca

3.2 Proponents shall direct all enquiries, in writing, to the Contact Person. Telephone enquiries are not permitted.

4.0 CLOSING TIME

4.1 The Proponent should submit its Proposal on or before the date and time as specified in Section 2.1 (the "Closing Time"). 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.

5.0 DELIVERY ADDRESS FOR PROPOSALS

5.1 Proponents shall submit their Proposals to the following address:

City of Vancouver Purchasing Services Office
3rd Floor, East Tower, Suite 310, 555 West 12th Avenue
Vancouver, British Columbia, Canada, V5Z 3X7

Proposals submitted by fax or email will not be accepted.

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PART B - INSTRUCTIONS TO PROPONENTS

In this RFP, capitalized terms have the meanings set out in Section 24 (Definitions) of PART B - INSTRUCTIONS TO PROPONENTS and in PART D - FORM OF AGREEMENT, except where otherwise expressly provided or the context otherwise requires.

1.0 OVERVIEW

- 1.1 This RFP identifies a business opportunity for the successful Proponent to supply and deliver lamps, bulbs and ballasts to the City's key facilities as outlined within Schedules A, B, and C to Part D - Form of Agreement.
- 1.2 The City is requesting Proposals from interested firms with the capability, experience and expertise necessary to supply the City's requirements.
- 1.3 The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively satisfy and deliver all of the requirements described in this RFP.
- 1.4 The City will consider Proposals that meet either all or part of the Requirements. The successful Proponent(s) will be the Proponent(s) who offers the best value which will be assessed in the City's sole and absolute discretion as a combination of experience, pricing, scope, duration and level of services offered, proposed innovative design, operations and maintenance enhancements, and environmental and social performance.
- 1.5 The requirements are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

2.0 ADMINISTRATIVE REQUIREMENTS

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

3.0 INFORMATION MEETING - Intentionally Omitted

4.0 CONDUCT OF RFP - INQUIRIES AND CLARIFICATIONS

- 4.1 The City's Director of Supply Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.
- 4.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person as set out in PART A - INTRODUCTION. If required, an addendum will be issued and posted on the City's website as outlined above.

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PART B - INSTRUCTIONS TO PROPONENTS

5.0 CONTRACT REQUIREMENTS

- 5.1 Proponents should indicate the extent to which the Form of Agreement is consistent with their Proposal. If the Proposal is inconsistent with the Form of Agreement, the Proponent should provide alternative contractual language in their Proposal.
- 5.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to signing the Agreement.

6.0 PRICING

- 6.1 Pricing is to be submitted as part of the Commercial Proposal in a separate envelope/package from the Management Proposal.
- 6.2 Prices quoted are to be exclusive of HST but inclusive of all other costs including, without limitation, freight, unloading at destination, import duties, taxes (other than HST), brokerage fees, royalties, handling, overhead and profit.
- 6.3 Prices shall be quoted in Canadian currency.

7.0 SUBMISSION OF PROPOSALS

- 7.1 The submission instructions for Proposals are provided in Part C - FORM OF PROPOSAL. Proposals should be submitted in a two envelope/package system (Commercial Proposal and Management Proposal, as separate envelopes/packages) clearly marked with the *Proponent's Name, the RFP title and the RFP reference number. The Commercial Proposal and Management Proposal should be clearly identified and distinguishable.*
- 7.2 Proponents should submit their Proposal in two parts as further described in PART C - FORM OF PROPOSAL (Management Proposal - five (5) sets, and Commercial Proposal - one (1) set) in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda. Proponents should also submit one (1) electronic copy of their Proposal in the same format described above on CD.
- 7.3 Only the English language may be used in responding to this RFP.
- 7.4 Proposals received after the Closing Time or in locations other than the address indicated in PART A - INTRODUCTION, may or may not be accepted and may or may not be returned.
- 7.5 Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the Proponent's name and the RFP title and reference number.
- 7.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

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7.7 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.

8.0 PROPOSAL FORMAT

8.1 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.

8.2 Proponents are requested to provide their Proposal in the format and including the content described in PART C - FORM OF PROPOSAL.

9.0 BID SECURITY

9.1 No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this RFP.

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.

11.0 EVALUATION OF PROPOSALS

11.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City, based on quality, service, price and any other relevant criteria as determined by the City in its sole and absolute discretion.

11.2 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. 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.

11.3 The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

11.4 The City may elect to short list Proponents and evaluate the Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying sample drawings, performing demonstrations, furnishing additional technical data and proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in

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any combination, and may at any time terminate all or any one set of negotiations with the short-listed Proponents.

11.5 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.

11.6 The City may request that 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 Vancouver City Council. Only then may the successful Proponent and the City proceed to settle, draft and sign the 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 the 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 or the conditions specified in this RFP;
- (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 or more Proponents.

13.0 ALTERNATE SOLUTIONS

13.1 If in addition to proposing 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 Management Proposal. Any pricing impact of the alternate solution should be provided separately in the Commercial Proposal.

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14.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

15.0 NON-RESIDENT WITHHOLDING TAX

- 15.1 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.

16.0 NO OBLIGATION ASSUMED BY CITY

- 16.1 Unless expressly stated in this RFP, the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into the Agreement.
- 16.2 The Proponent agrees that the Proponent will bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP.

17.0 NO CLAIM AGAINST THE CITY

- 17.1 The Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the Proponent and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim whatsoever.

18.0 INDEMNITY

- 18.1 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 any of the Proponent's Sub-contractors or agents alleging or pleading:
- (a) any breach by the City or its officials or employees of the RFP;
 - (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 process.

19.0 DISPUTE RESOLUTION

- 19.1 Any dispute relating in any manner to this RFP process shall be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

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- (a) the arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 17 (No Claim Against the City) and Section 18 (Indemnity) will:
 - (i) bind the City, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator; and
- (c) the Proponent will bear all costs of the arbitration.

20.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

- 20.1 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.
- 20.2 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.

21.0 CONFIDENTIALITY

- 21.1 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.
- 21.2 The Proponent 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.
- 21.3 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 Time). 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.
- 21.4 All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except as expressly provided in the RFP.
- 21.5 The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or

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has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

22.0 NO PROMOTION

- 22.1 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 Agreement).

23.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 23.1 All of the terms of this PART B - INSTRUCTIONS TO PROPONENTS which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

24.0 DEFINITIONS

- 24.1 For greater certainty, and without limitation to any of this City's rights set out in this RFP, when the terms "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.

- 24.2 In this RFP, the following terms have the following meanings:

- (a) **"Agreement"** means the contract entered into between the City and the successful Proponent following the conclusion of the RFP process;
- (b) **"Business Day"** means a weekday (Monday to Friday) that is not a "holiday" as defined in the *Interpretation Act* of British Columbia;
- (c) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (d) **"Commercial Proposal"** means those portions of the Proposal to be submitted in Envelope One as set out in PART C - FORM OF PROPOSAL;
- (e) **"Form of Agreement"** means the sample Agreement included in PART D-FORM OF AGREEMENT;
- (f) **"Losses"** means in respect of any matter all:
 - (i) direct or indirect, as well as;
 - (ii) consequential,

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claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);

- (g) **"Management Proposal"** means those portions of the Proposal to be submitted in Envelope Two as set out in PART C - FORM OF PROPOSAL, which expressly excludes any pricing information;
- (h) **"Project"** means the project described in RFP No. PS20110542 - Supply and Delivery of Lamps, Bulbs and Ballasts;
- (i) **"Proponent"** means those entities eligible to participate in this RFP process;
- (j) **"Proposal"** means a proposal submitted in response to the RFP;
- (k) **"Proposal Declaration Form"** means the form to be included in the Commercial Proposal substantially as set out in PART C-FORM OF PROPOSAL, or as otherwise acceptable to the City.
- (l) **"RFP"** means the documents issued by the City as Request for Proposal No. PS20110542 including all addenda; and
- (m) **"Sub-contractors"** means any or all sub-contractors identified in the Proponent's Proposal.

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



FINANCIAL SERVICES GROUP
Supply Management

There is no Information Meeting scheduled for this RFP

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 authorized signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorized 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 Authorized Signatory

Signature

Date

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? | <input type="checkbox"/> Yes | <input type="checkbox"/> 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? | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|-------------------------------------------------------------|------------------------------|-----------------------------|

| | | |
|----------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| b) We conduct internal audits of our supply chain and work with our supply base to resolve issues. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|----------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|

| | | |
|-------------------------------------------------------------------|------------------------------|-----------------------------|
| c) We publicly disclose the names and locations of our factories. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|-------------------------------------------------------------------|------------------------------|-----------------------------|

| | | |
|-----------------------------------------------------------------------------|------------------------------|-----------------------------|
| d) We rely on a complaint-based system to identify supplier non-compliance. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We are a member of Fair Factories Clearinghouse or Sedex | <input type="checkbox"/> Yes | <input type="checkbox"/> 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.

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 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)

☐ Yes☐ No

b) We pay benefits to all of our full-time employees

☐ Yes☐ 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

☐ Yes☐ No

b) We have a policy or strategy to purchase from diverse contractors / suppliers

☐ Yes☐ No

c) We participate in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)

☐ Yes☐ 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

☐ Yes☐ No

b) We have an environmental management system registered to ISO 14001

☐ Yes☐ No

c) We have a system registered, certified or recognized by another standard (e.g. EMAS)

☐ Yes☐ No

Please specify _____

d) We have a non-registered audited environmental management system

☐ Yes☐ No

e) We conduct compliance audits to health, safety and environmental legislation

☐ Yes☐ No

f) We produce a publicly available annual environmental, CSR, sustainability or accountability report

☐ Yes

☐ 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

☐ Yes

☐ No

b) We publicly report our GHG emissions

☐ Yes

☐ No

c) We have set publicly available GHG reduction targets

☐ Yes

☐ 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

☐ Yes

☐ No

e) We have retrofitted our facilities, our fleet and/or made process improvements to decrease GHG emissions and energy use.

☐ Yes

☐ No

f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)

☐ Yes

☐ No

g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions.

☐ Yes

☐ 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.

☐ Yes

☐ No

Please specify the verification system _____:

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

☐ Yes

☐ No

b) We have set publicly available waste reduction targets

☐ Yes

☐ No

c) We have an office recycling program that includes office paper, beverage containers,

☐ Yes

☐ No

batteries and printer cartridges

d) We have other recycling programs in our operations

☐ Yes

☐ No

Please specify additional materials recycled:

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

☐ Yes

☐ No

d) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations

☐ Yes

☐ 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

☐ Yes

☐ No

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.

| <i>Section</i> | <i>Question</i> | <i>Back-up Documentation</i> |
|------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 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 |

**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

GENERAL CERTIFICATE OF INSURANCE

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

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

MAILING ADDRESS:

LOCATION ADDRESS:

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

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

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

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

Including the following extensions:

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

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

Aggregate: \$ _____

✓ Cross Liability or Severability of Interest

✓ Employees as Additional Insureds

All Risk Tenants' Legal Liability: \$ _____

✓ 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: _____

**REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL**

PART C - FORM OF PROPOSAL

1.0 INTRODUCTION

- 1.1 This PART C - FORM OF PROPOSAL contains the format and information requested by the City to be contained in the Proponent's Proposal.
- 1.2 The Proponent's Proposal should be submitted in two (2) envelopes or packages:
- (a) Envelope One: Commercial Proposal, one (1) set only including the Proposal Declaration Form; and
 - (b) Envelope Two: Management Proposal, five (5) sets
 - (c) One (1) CD containing the Commercial and Management Proposals.
- 1.3 The Commercial Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope One - Commercial Proposal":
- (a) Proposal Declaration Form;
 - (b) Pricing;
 - (c) Certificate of Existing Insurance;
 - (d) WorkSafeBC clearance letter;
 - (e) Deviations and Variations.
 - (f) Declaration of Supplier Code of Conduct Compliance
 - (g) Vendor Sustainability Leadership Questionnaire; and
 - (h) Amendments and/or Addenda to the Request for Proposals (if any).
- 1.4 The Management Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL under the heading "Submission Instructions for Envelope Two - Management Proposal":
- (a) Company Profile;
 - (b) Key Personnel
 - (c) References;
 - (d) Sub-Contractors;
 - (e) Requirements Overview, and;
 - (f) Environmental Responsibility;

REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL

PROPOSAL DECLARATION FORM

[Proponent's Letterhead]

To: [Insert submission location]

Attention: [Insert contact person]

Capitalized terms have the definitions given them in the RFP.

In consideration of the City's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby submits its Proposal in accordance with the following:

1.0 PROPOSAL

The Proponent acknowledges that:

- (a) this Proposal Declaration Form has been duly authorized and validly executed;
- (b) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda; and
- (c) the City reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Proponent, and by submitting a Proposal, the Proponent agrees that it consents to the conduct of all or any of those investigations by the City.

2.0 NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION

The Proponent confirms that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or the Proponent's proposed 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 PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL

3.0 NO CONFLICT OF INTEREST IN PROJECT

The Proponent confirms that neither the Proponent nor its proposed Sub-contractors are currently engaged in providing (or are proposing to provide) supply and delivery of lamps, bulbs and ballasts of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (Metro Vancouver), or any member local governments of Metro Vancouver such that entering into the 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 duties of loyalty to these other governmental organizations, 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.]

4.0 NO COLLUSION OR FRAUD

The Proponent now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that the Proponent is not competing within this RFP process with any entity with 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.]

5.0 NO LOBBY STATUS

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

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

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

Authorized Signatory for the Proponent

Date

Name and Title (please print)

REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL

SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE - COMMERCIAL PROPOSAL

The following describes the format and information to be provided by the Proponent in its Commercial Proposal. The paragraph titles and numbers in the Commercial Proposal should correspond to the paragraph titles and numbers below.

1.0 PROPOSAL DECLARATION FORM

- 1.1 Each Proponent should submit with its Commercial Proposal a signed Proposal Declaration Form substantially as set out in this PART C - FORM OF PROPOSAL, or as otherwise acceptable to the City.

2.0 PRICING

- 2.1 The Proponent should copy the Pricing Table set out below in Schedule C for inclusion in their RFP submission:

2.2 Terms of Payment

The City's standard payment terms are net thirty (30) days after receipt of approved invoice, however discounts or more favourable terms offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net thirty (30).

Describe if Electronic Fund Transfer (EFT) is available.

2.3 Alternative Pricing Solutions - Intentionally Omitted

3.0 INSURANCE REQUIREMENTS

- 3.1 Proponents should submit with their Commercial Proposals

- a) a Certificate of Existing Insurance duly completed and signed by their insurance agent or broker as evidence of their existing insurance,
- b) a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Section 19 of PART D - FORM OF AGREEMENT, should they be selected as the successful Proponent.

- 3.2 The successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "General Certificate of Insurance" attached as Appendix 5 of Part B. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Contract with the successful Proponent.

REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL

4.0 WORKSAFEBC REQUIREMENTS

- 4.1 Proponents should submit with their Commercial Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 18 of PART D - FORM OF AGREEMENT.

5.0 DEVIATIONS AND VARIATIONS

- 5.1 In their Commercial Proposal Proponent(s) should detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.
- 5.2 Where the Proponent is proposing the use of contract language or clauses other than those set out in PART D - FORM OF AGREEMENT, including any and all Schedules, such revised language must be outlined in its Proposal. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

6.0 VENDOR SUSTAINABILITY LEADERSHIP AND SUPPLIER CODE OF CONDUCT COMPLIANCE

- 6.1 The Proponent should complete and include with its Commercial Proposal Appendix 2 - Declaration of Supplier Code of Conduct Compliance and Appendix 3 - Vendor Sustainability Leadership Questionnaire.

7.0 AMENDMENTS OR ADDENDA

- 7.1 The Proponent should complete and include with its Commercial Proposal amendments, and/or addenda to the Request for Proposals that the City has issued (if any) pursuant to Section B - Part 2.1.

REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL

SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO - MANAGEMENT PROPOSAL

The following describes the format and information to be provided by the Proponent in its Management Proposal. The paragraph titles and numbers in the Management Proposal should correspond to the paragraph titles and numbers below.

The Proponent should note that the Management Proposal should contain no pricing information whatsoever.

1.0 COMPANY PROFILE

1.1 Provide the following information:

Proponent's Name: _____
"Proponent"

Mailing Address: _____

Cheque Payable/Remit to _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST/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)

REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL

- 1.2 Provide a description of the Proponent's company, purpose and history of successes including number of years in business, major projects, and what is most responsible for the Proponent's success to date. Include a company brochure or resume for each member of any consortium as well as each key personnel employed by any named proposed Sub-contractor to the Proponent.

2.0 KEY PERSONNEL

- 2.1 Identify key personnel to be assigned to this Contract, setting out their names, responsibilities and relevant experience.
- 2.2 Include an organization chart for the Proponent's proposed Project team, identifying the team leader or project manager, and all roles and areas of responsibility.

3.0 REFERENCES

- 3.1 The Proponent is to describe the Proponent's relevant experience with similar engagements for similar work over the last two (2) years as well as references for same by completing the table below. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

| Name and Address of Company | Contact Name and Telephone Number | Brief Description of Work and Date Performed |
|-----------------------------|-----------------------------------|----------------------------------------------|
| | | |
| | | |
| | | |

4.0 SUB-CONTRACTORS

- 4.1 The Sub-contractors shown below are the Sub-contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the Form of Agreement.)
- 4.2 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 Sub-contractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-contractor, the Proponent may, rather than propose a substitute Sub-contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.
- 4.3 If no Sub-contractors will be used, indicate "Not Applicable".

**REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART C - FORM OF PROPOSAL**

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

5.0 REQUIREMENTS OVERVIEW

5.1 Schedule A "Services", Schedule B "Requirements", and Schedule C "Pricing" of PART D - FORM OF AGREEMENT provide details on the scope and requirements related to the work to be completed by the successful Proponent. In its Proposal the Proponent should respond to these schedules.

5.2 The City is interested in Proposals that will add value. Innovative ideas will be favourably considered in evaluating all Proposals.

6.0 PROJECT TIMELINE - Intentionally Omitted

7.0 ENVIRONMENTAL RESPONSIBILITY

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

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

8.0 PRIME CONTRACTOR REQUIREMENTS Intentionally omitted

REQUEST FOR PROPOSALS NO. PS20110542
SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS
PART D - FORM OF AGREEMENT

PART D - FORM OF AGREEMENT

This PART D - FORM OF AGREEMENT contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

FORM OF AGREEMENT

SUPPLY AND DELIVERY OF LAMPS, BULBS AND BALLASTS

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

BETWEEN:

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

(the "City")

AND:

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

WHEREAS:

- A. The City requires the supply and delivery services described herein and wishes to engage the Supplier to perform said services.
- B. The Supplier has agreed to perform the said supply and delivery 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 Delivery Agreement inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;
- (c) "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Supplier, any Subcontractor and the Services, all as may be in force from time to time;

- (d) **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- (e) **"Contract Documents"** means this Agreement, the Proposal, the RFP and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- (f) **"Delivery Services"** has the meaning set out in Section 2 of Schedule A;
- (g) **"Effective Date"** has the meaning set out above, and means the first day of the Term;
- (h) **"Event of Default"** has the meaning set out in Section 23.2 of this Agreement;
- (i) **"General Contractor"** means the contractor retained by the City to undertake the renovation of the Premises;
- (j) **"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;
- (k) **"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);
- (l) **"Manufacturer"** in respect of a particular good means the manufacturer of that good;
- (m) **"Pre-Delivery Services"** has the meaning set out in Section 1 of Schedule A;
- (n) **"Premises"** means either or both of the City's two warehousing centers at National Works Yard and at Evans Service Yard as outlined in Schedule B - Section 3.1;
- (o) **"Products"** means the lamps, bulbs and ballasts to be supplied to the City by the Supplier, as more particularly set out in the Schedules to this Agreement;
- (p) **"Product Specifications"** has the meaning set out in Section 6.1;
- (q) **"Project"** means the supply and delivery of lamps, bulbs and ballasts;
- (r) **"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;

- (s) "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;
- (t) "Purchase Order" has the meaning set out in Section 9.1;
- (u) "RFP" means Request for Proposals # PS20110542 "Supply and Delivery of Lamps, Bulbs and Ballasts;"
- (v) "Services" has the meaning set out in Section 4.1;
- (w) "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;
- (x) "Supplier's Personnel" means the Supplier's staff who are assigned to this Agreement to undertake the Services;
- (y) "Supplier's Facility" means the Supplier's business premises;
- (z) "Subcontractors" means the independent consultants, agents, associates, subcontractors and other third parties retained by the Supplier to assist in the performance of the Services;
- (aa) "Tax" means the HST and any other similar tax;
- (bb) "Tax Legislation" includes the Income Tax Act (Canada), Excise Tax Act (Canada), and all other similar legislation in effect from time to time.
- (cc) "Term" has the meaning set out in Section 4.3; and
- (dd) "WorkSafeBC Legislation" means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant to the *Workers Compensation Act* (British Columbia).

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

- (a) the recitals and headings to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) each reference in this Agreement to "Section" or "Schedule" is to a Section of and a Schedule to, this Agreement;

- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

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

- (a) this Agreement including any amendments to this Agreement;
- (b) 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, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;
 - (d) the Supplier has a valid City of Vancouver business licence and will maintain such business licence in good standing for the Term;
 - (e) all statements made by the Supplier in its Proposal are true and accurate;
 - (f) the Supplier is an authorized distributor of the Products;
 - (g) the Supplier and the Supplier's Personnel and Subcontractors have the skills, training, experience and expertise which are necessary to complete the Services in accordance with the terms of this Agreement;
 - (h) the Products meet or exceed the Product Specifications; and
 - (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 C of this Agreement to the City at and for the unit prices stated in Schedule C.
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 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 described in the Proposal; and
 - (e) any services not specifically covered in (a), (b), or (c) above, but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services.
- 4.2 **Provision of Service Inputs and Personnel.** The Supplier will provide all labour, supervision, management, facilities, equipment, tools, supplies, fuel and materials

necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Supplier is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the City, which would be detrimental to the benefits intended to be provided to the City by this Agreement then the Supplier will rectify such discrepancy or omission to the satisfaction of the City without further compensation.

- 4.3 **Term.** The Supplier will perform and complete the Services commencing on the Effective Date and in accordance with the City's timetable indicated in Schedule C - Section 5.0, ending on the date that the Services are completed to the satisfaction of the City (the "Term").
- 4.4 **Standard of Care.** The Supplier will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Supplier represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Supplier for the work set out in this Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.
- 4.5 **Remedy for Deficient Services.** Without limiting any other remedy which the City may have under this Agreement or at law, the Supplier at its sole cost upon written request of the City will rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly performed or rectified in accordance with the terms of this Agreement.
- 4.6 **Cooperation and Coordination Regarding Performance of Services.** The Supplier will cooperate, and coordinate the performance of the Services with the City's personnel and the City's contractors, subcontractors, consultants and suppliers including the General Contractor and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing delays. Notwithstanding the foregoing, the Supplier will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.
5. **CHANGES TO SERVICES**
- 5.1 **Right to Make Changes.** The City may request that the Supplier perform additional work beyond the scope contemplated by the Contract Documents in which case the City and the Supplier will agree, in writing, upon a reasonable estimate of the time the additional services will require and the cost of such services ("Additional Compensation"). Actual charges for the additional services will not exceed the amount of the Additional Compensation agreed upon between the City and the Supplier.

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

6. PRODUCT SPECIFICATIONS AND DRAWINGS

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

7. COMPENSATION

- 7.1 **Fees for Services.** Subject to the terms and conditions of this Agreement, and in consideration for the satisfactory performance of the Services, the City will pay the Supplier for the Delivery Services in accordance with Schedule C of this Agreement. Without limiting the Supplier's obligation to perform all Services, the Supplier acknowledges that it will not invoice the City separately for any Services other than the Delivery 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 Services.
- 7.2 **Product Prices.** The prices for the Products are set out in Schedule C and will remain fixed for twenty-four (24) months from the Effective Date
- 7.3 **Supplier's Costs.** The fees for the Delivery Services and the prices for the Products set out in Schedule C include all of the Supplier's profit and all of the Suppliers costs whatsoever, including storage, labour, supervision, management, facilities, overhead, office expenses, equipment, transportation, fuel, delivery, brokerage costs, import duties, taxes (except HST, as applicable) tools, supplies and materials.
- 7.4 **Manner of Payment.** The Supplier will be paid on the basis and at the times set out in Schedule C 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 - Intentionally Omitted

9. ORDERING PRODUCTS

- 9.1 **Purchase Order.** The City will issue a purchase order (the "**Purchase Order**") for the Products that it wishes to purchase from the Supplier.
- 9.2 **Effect of Purchase Order.** In the event of any conflict between the terms of an individual Purchase Order and the terms of this Agreement, the terms of this Agreement shall have priority.

10. TITLE AND RISK

- 10.1 **Risk.** The Products will be at the Supplier's sole risk for any loss or damage until the Supplier has completed the Delivery Services.
- 10.2 **Title.** Title to the Products will automatically pass to the City upon completion of the Delivery Services. The Supplier will deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to the Products to the City, free and clear of all liens, charges and encumbrances.

11. PRODUCT WARRANTY

- 11.1 **Warranty.** The Supplier will deliver to the City all such documentation as the City may reasonably require to evidence that the Products are subject to a Manufacturer's warranty and if applicable, a Supplier's extended warranty, on terms which are acceptable to the City. If any warranties are issued to the Supplier and not the City, the Supplier will take all such further steps and actions as may be required to assign the benefit of such warranties to the City.
- 11.2 **Warranty Period.** The Products shall be free from all defects arising from faulty construction, manufacture, installation, materials or workmanship which appear within the longer of 12 months from the date the Delivery Services are completed to the satisfaction of the City or such other period specified in this Agreement (the "**Warranty Period**"). The Supplier shall immediately remedy any defect in the Products and any damage arising from that defect during the Warranty Period.

12. EXCLUSIVITY

- 12.1 **Not an Exclusive Supply Contract.** If the Supplier is not able to:
- (a) supply a particular Product to the City;
 - (b) supply the quantities of a Product required by the City;
 - (c) deliver and install a particular Product in accordance with the City's required timeline;
 - (d) supply a Product to the City which meets the Product Specifications for such Product; or
 - (e) perform any of the Services when and where required by the City,
- then in each such case, the City will be entitled, in its sole discretion, to purchase the particular Product or services from any other supplier.

13. SUBCONTRACTORS

- 13.1 **Use of Subcontractors.** The Supplier may retain Subcontractors to assist in the performance of the Services, provided that:
- (a) the Supplier will not subcontract all or substantially all of the Services to a Subcontractor;

- (b) the Supplier will require that the terms of this Agreement apply to the Subcontractors; and
 - (c) the Supplier will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.
- 13.2 **Standard of Care of Subcontractors.** The Supplier represents to the City that all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work. The Supplier will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work.
- 13.3 **Subcontractor Approvals.** The Supplier will only retain Subcontractors approved by the City in writing.
- 13.4 **Subcontractor Changes.** The Supplier will not change any Subcontractor without the prior written approval of the City. The City may, from time to time, where it reasonably believes performance to the Standard of Work is not being met by any Subcontractor(s), request changes to the Supplier's Subcontractors, and the Supplier will comply with any such request.
- 14. **COMPLIANCE WITH LAWS AND TAXES**
- 14.1 **Compliance with Laws.** In carrying out its obligations hereunder, the Supplier will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.
- 14.2 **Regulatory Compliance.** The Supplier will upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Subcontractors. The Supplier accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Supplier and the Subcontractors are subject.
- 14.3 **Permits and Licenses.** The Supplier represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorizations and licenses necessary for the Supplier to supply the Products and provide the Services.
- 15. **POLICIES, RULES AND REGULATIONS**
- 15.1 **Rules and Procedures.** The City may prescribe, and the Supplier will comply with (and cause any person for whom it is responsible at law or pursuant to the provisions of this Agreement to comply with) all rules, regulations, policies and procedures from time to time for:
 - (a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;

- (b) environmental matters;
 - (c) accessibility matters;
 - (d) sustainability matters;
 - (e) the use of specific materials, goods or services;
 - (f) public information and communications; and
 - (g) such other matters as the City may from time to time deem necessary or desirable in its reasonable determination.
- 15.2 **Changes to Rules and Procedures.** The City may at any time upon notice to the Supplier amend the rules, regulations, policies and procedures relating to the Services, and may at any time prescribe specific stipulations regarding the Services applicable to the Supplier and its Subcontractors.
- 15.3 **Safety.** The Supplier acknowledges the City's commitment to a superior standard of workplace safety. In addition to complying with all of the Supplier's health and safety obligations specified in this Agreement or otherwise prescribed by Applicable Law, the Supplier agrees to provide support for the City's safety objectives by making efforts to elevate the priority it places on the creation of a safe work environment and embedding health and safety principles into its work.
16. **RELATIONSHIP OF THE PARTIES**
- 16.1 **Status.** The Supplier is engaged as an independent contractor to the City for the sole purpose of supplying the Products and providing the Services. Neither the Supplier nor any of the Supplier's personnel is engaged as an official, officer, employee, servant or agent of the City, and neither the Supplier nor any of the Supplier's personnel will enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Supplier and will not be consultants, agents, associates or subcontractors of the City. It is understood and agreed that the Supplier will act as an independent contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Supplier is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.
- 16.2 **No Acceptance of Advantages or Benefits.** Neither the Supplier, nor any of its agents or employees (including any Subcontractors) will give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 23.2) and will permit the City to terminate this Agreement pursuant to Section 23.1(b).
- 16.3 **No Conflicts of Interest.** The Supplier declares that to the best of its knowledge the Supplier and its Subcontractors, and their respective directors, officers, employees

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

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

17. **PAYMENT**

- 17.1 **Invoicing.** The City will not be required to make any payment to the Supplier under this Agreement until the Supplier delivers the Products to the Premises and completes the 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 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 Delivery Services.

- 17.2 **Submission of Invoices.** Subject to Section 17.1, the Supplier will submit invoices to the City in respect of the Services and Products in accordance with the prices set forth in Schedule C. Each invoice will be clearly itemized to show this contract number, the Delivery 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
Accounts Payable
PO Box 7757
Vancouver, BC V6B 0L5

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

- 17.4 **Time for Payment.** Except for any amounts which the City is in good faith disputing, any set off which the City may claim, any amounts in respect of which the City has requested and not received supporting evidence under Section 17.5, and any holdback required to be made under Applicable Law, the City will pay invoices submitted by the Supplier within 30 days of receipt thereof.
- 17.5 **Maintenance of Records.** The Supplier will keep, and will cause any Subcontractors to keep, books, records, documents, invoices, receipts and other evidence relevant to the purchase of the Products by the City and the provision of the Services in accordance with generally accepted accounting principles and practices consistently

applied. The City and any of its duly authorized representatives will, for the purpose of audit and examination, have access to and be permitted, upon reasonable notice to the Supplier, to inspect such books, records, documents and other evidence for review, copying and audit at any time and from time to time while this Agreement is in effect and for a period of three years after the expiry or termination of this Agreement for any reason.

18. WORKSAFEBC COMPLIANCE

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

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

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

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

(c) ***Special Indemnity Against WorkSafeBC Non-Compliance*** - The Supplier will indemnify and hold harmless the City from and against all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:

(i) unpaid WorkSafeBC assessments of the Supplier or any other employer for whom the Supplier is responsible under this Agreement;

(ii) the acts or omissions of any person engaged directly or indirectly by the Supplier in the performance of the Services, or for whom the Supplier is responsible at law and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC Legislation or any other failure to observe the safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or

(iii) any breach of this Section 18.

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

19. INSURANCE AND INDEMNITY

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

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

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

The policy of insurance will:

- (i) be on an occurrence form;
 - (ii) add the City of Vancouver and its officials, officers, employees and agents as additional insureds;
 - (iii) contain a cross-liability or severability of interest clause;
 - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- (b) Automobile insurance covering all vehicles owned, leased or operated by the Supplier in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.
- (c) All-Risks property insurance covering the Supplier's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents (a "Waiver of Subrogation").

19.2 All insurance policies required by this Agreement will be in a form, in amounts and with insurers acceptable to the City's Director of Risk Management. All policies will provide that the insurer will provide the Project Manager with sixty (60) days prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

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

dispute between the Supplier and any Subcontractor, and any failure or deficiency by the Supplier or any Subcontractor in providing the Services;

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

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

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

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

20. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

21. NO PROMOTION

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

22. SUSTAINABILITY

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

23. TERMINATION

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

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

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

- (a) the Supplier is in breach of any covenant, obligation or representation hereunder and such breach persists unremedied for a period of ten (10) Business Days after the City has provided the Supplier with written notice of and particulars of the breach or alleged breach, provided that the City may terminate without providing a cure period with respect to actions of the Supplier that are part of a continuing course of conduct in respect of which prior written notice has been given;
- (b) any Product which the Supplier has agreed to supply to the City does not meet the Product Specifications for that Product as determined by the City;
- (c) the Supplier is not able to supply any Product by the Delivery Date;
- (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
Supply Management
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: _____, Category Manager
Fax: 604-873-7057

TO THE SUPPLIER:

[INSERT NAME]
[INSERT ADDRESS]

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

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

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

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

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

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

27. TIME FOR PERFORMANCE

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

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

28. DISPUTE RESOLUTION

- 28.1 All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement will be decided by mediation or arbitration, if the parties agree, or failing agreement, by the courts pursuant to Section 28.5.
- 28.2 Subject to Section 28.7, in the event that (i) the parties agree to arbitration pursuant to Section 28.1, the arbitration will be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties,

will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.

- 28.3 If the parties agree to arbitration, the arbitration will take place in Vancouver, British Columbia and will be governed by the laws of British Columbia.
- 28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Supplier.
- 28.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.
- 28.6 All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- 28.7 No arbitration pursuant to Section 28.2 will be binding on the City (but will, at the City's option be binding on the Supplier) until the Supplier has permitted the City to conduct an audit of the Supplier's records pursuant to generally accepted auditing standards.

29. GENERAL

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

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

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

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

CITY OF VANCOUVER,
by its Authorized Signatory(ies)

Category Manager

Director of Supply Chain Management

General Manager of Engineering

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

Authorized Signatory

Authorized Signatory

SCHEDULE A

SERVICES

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

1. Pre-Delivery Services

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

(a) Shop Drawings and Product Literature

Prior to the City placing an order for any Products, the Supplier will deliver 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 samples of items requested to the City by such date as 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 as requested by the City.

(d) **Storage**

If the City is not ready for the Supplier to deliver 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 of the Product.

2. **Delivery Services**

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

(a) **Delivery**

The Supplier will supply and 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 - Intentionally Omitted**

(c) **Temporary Products**

If the Supplier is unable to deliver 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 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 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 - Intentionally Omitted**

(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 Supplier will dispose of any materials which cannot be recycled in accordance with Applicable Laws.

(f) **Demonstration and Acceptance by City - Intentionally Omitted**

(g) **Manuals and Warranty Documentation - Intentionally Omitted**

(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

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

Key determinants of how well the successful Proponent will be able to meet the Requirements include, but are not limited to, the Proponent's profile, experience, key personnel who will be servicing the City, and references as requested in SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO – MANAGEMENT PROPOSAL. All are important factors on which the Proponent will be evaluated. In addition, the Proponent is to address, at a minimum, the following elements.

2.0 Mandatory Requirements

- 2.1 The following are Mandatory Requirements. Failure to comply with Mandatory Requirements may or may not result in the Proposal being set aside and given no further consideration:

| | Requirement | Complies (Yes or No) |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1. | Has been a distributor of lamps, bulbs and ballasts for a minimum period of 3 years. | |
| 2. | Has the ability to deliver regular items during the City's Regular Business Hours to the City's key centres within 24 hours from the time the order is placed. | |
| 3. | Will have regular items available for same day pick up by City staff. | |
| 4. | Is able to supply specified items for which it may not have normal distributorship, as a second tier supplier. | |
| 5. | Has the ability to accept Purchase cards (e.g. MasterCard) for material purchases. | |

- 2.2 Proponents are required to provide relevant information, including copies of valid certificates, attesting to their abilities to meet the above mandatory requirements.

3.0 General Requirements

The City has identified key desirable requirements which the Proponent should address, but should not be limited to addressing, within its Proposal.

3.1 Background

- a) The City of Vancouver operates two (2) key warehousing centers to provide service in support of City facilities. Locations and operational times for the warehousing centers are detailed in the following table:

| Facility | | Hours of Operation | Location |
|---------------------|-------------------------------------------------|--------------------------------------------|--------------------------------------|
| National Works Yard | Engineering - and Traffic Electrical Operations | 7:30 A.M. to 3:00 P.M. Monday to Friday | 701 National Ave. Vancouver, B.C. |
| Evans Service Yard | Vancouver Park Board | 7:30 A.M. to 3:30 P.M. Monday to Friday | 955 Evans Ave, Vancouver, B.C. |

- b) Inventory at each centre is carried to support the operational needs of the City, necessitating a significant number of material order related transactions, with considerable administrative resources being expended for input into the City's financial systems. The City is seeking solutions for the streamlining of its lamp and ballast supplies ordering system and increasing efficiencies in its reporting and payment transactional processes.
- c) A portion of the operational needs of the City are supplied through the two (2) key centers above, and the balance of the requirements are picked up by City and Park Board staff from vendors. Currently a purchasing card (MasterCard) or purchase order is being used for these transactions.

3.2 Service Capabilities - Operations and Logistics

- a) 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 within this section. Proponents are to provide an overview of their account management process and hierarchy;
- b) The City requires that the service level for delivery of Product direct to City sites be within twenty four (24) 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. 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;

- c) The City requires that regular items be available for pick up by City staff on the same day that an order is placed. The Proponent should outline a process that would allow for this requirement.
- d) 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;
- e) The 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;
- f) The City's preference is not to have a minimum order, however indicate minimum ordering quantities and order value if applicable;
- g) Explain the process for handling emergent or special after hour requirements and how quickly from the time the order is placed until the City would receive those Products;
- h) State the location(s) from which deliveries would be dispatched for the City of Vancouver and from where products could be picked up by City staff.
- i) Provide a sample packing slip, packing list, bill of lading or customer receipt that includes an 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.

3.3 Service and Support

- a) To meet the service demands of the respective facilities, it is important that sufficient stock levels be maintained. However, a key objective of this RFP is to reduce shelf inventory at the respective facilities, while at the same time, ensuring that the continual local supply of essential products is maintained.

Detail a solution to address this service requirement.

- b) Although a vendor managed inventory system for the items included within this RFP is not being contemplated at this time, the City is seeking a Supplier who will take an active interest in maintaining rapport with the designated stores personnel, and will ensure that a high level of service is maintained.

Provide a detailed explanation of the proposed solution in meeting this objective.

- c) While the larger portion of the items required will be delivered to the respective warehousing centres, a significant number of the items required will be picked up by City building maintenance staff, electrical operations crew personnel and Vancouver Park Board Staff for expediency. Currently, the wait time for City staff when picking up supplies is lengthy.

Provide a detailed explanation of your ability to service this requirement while minimizing waiting time for City staff.

3.4 Service Improvement - Backorders

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

3.5 Specified Products and Product Substitution

- a) Schedule C - "Pricing" lists a sampling of products presently being used within each of the facilities. However, while none of these products is specified as "no substitute or alternative product not acceptable", some items provided to the City through this Contract may be "no substitute or alternatives not acceptable". To meet the objectives of this RFP, the City will be seeking a solution within Proposals wherein the Proponent will assure continuity of supply by being willing to "second tier" those products, or establish sub-contractual relationships where required.
- b) Describe any arrangements that may be available in order to provide the City with products that may be described as having "no substitute" or "no alternative".
- c) Notwithstanding Clause 3.5a above, where applicable, the Proponent is encouraged to offer substitute products which may provide an alternative to the City and offer good value to the City while maintaining or exceeding performance of the original product.
- d) 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.

3.6 Technological Capabilities - Procurement to Payment Process ("P2P")

- a) The City is seeking a solution to streamline the P2P process for its consumable items within the scope of this RFP such that the resources assigned are more efficiently utilized.
- b) The Proponent understands that the City may utilize an electronic procurement process that handles commercial transactions from requisitioning through payment such as, but not limited to, purchase/service order, order receipt/acceptance, change order, shipping notice, work ticket and invoice.
- c) The City may elect to conduct business with the successful Proponent through an electronic procurement system. Please demonstrate and explain the technology and process and offer a detailed solution for the ordering process which would reduce transactional costs for the City. The Proponent understands that this may include receiving electronic purchase/service order(s), work ticket data input into an electronic procurement system, and scanning/attaching supporting documentation if requested by the City. It may also include registering with and working with a third party system or network providers.
- d) Please also outline your firm's capacity to:
 - i) develop item catalogue content such as punch-out catalogues, in a timely manner as requested for access by and/or hosted on servers of the City and to be responsible to update and maintain catalogue item data and pricing;
 - ii) possess capabilities for a secure online ordering system with an extensive catalogue of accessible items tailored to the City; real time budget tracing and online ordering history. If required, to better assess your value proposition, please provide temporary access to your online system or provide a pamphlet highlighting the capabilities of the system; and
 - iii) develop methods with the City to continuously optimize the procurement process, including electronic procurement.
- e) Explain the technology or process that may be made available to the City.

3.7 Technological Capabilities - Transactional Process Reduction

- a) The City is seeking solutions in reducing the high number of transactions used in the purchase of the many products incorporating technologies such as purchasing cards or electronic invoice verification.
- b) Explain a process that may be made available to the City.

3.8 Billing and Payment Options

- a) The City is interested in incorporating technologies such as digital scanning billing and electronic invoice verification, secure online payment system as well as using an EFT/SAP financial interface process.
 - i) please explain your capabilities, including if your firm possesses technology enabling an EFT/SAP interface, or any other innovative payment solutions;
 - ii) describe capabilities and include with your submission, a sample of a typical digital invoice which is expected to encompass shipping destination, purchase order number, date ordered, description of goods including part numbers, price and extended value, taxes and total value for the billing period; and
 - iii) describe the technology and process being used with respect to purchasing cards and ghost cards. The City currently works within the Bank of Montreal's MasterCard purchase card program, and requires the Proponent to state its willingness to acquire a software package from MasterCard that supports the Tier-3 system and work with the City in developing the card's utilization to achieve it's maximum benefits.

3.9 Reporting Capabilities

- a) The Successful Supplier may be asked to provide quarterly, semi-annual, or annual reporting on a number of performance measures and any other criteria determined by the City for products purchased under this Contract. The information may be required to 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. The 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 annual basis, 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, related/relevant market based indices for commodity items, etc.

3.10 Transition and Implementation

- a) A timely and orderly transition to the servicing of the Contract is necessary. Include a detailed explanation as to how you envision the

transition and implementation process. 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;
- iii) ordering process;
- iv) establishment of a process addressing the reduction in the number of transactions; and
- v) establishment of supply reports.

3.11 Service Capabilities - Disaster Response

- a) In the event of a major or serious disaster, such as but not limited to, earthquake, major fire, or extreme weather conditions, the City will be faced with the requirement to keep key services operable and to sustain the provisioning of key facilities such as those operated by the Police Department, Fire and Rescue Services and other emergency facilities.
- b) Explain any plans or abilities to provide support to the City in the event of a major disaster or emergency condition.

3.12 MSDS and WHMIS

- a) The successful Supplier will be required to provide Materials Safety Data Sheets (MSDS) and Workplace Hazardous Materials Information System (WHMIS) for all Products bid.
- b) The Proponent should state their willingness to supply MSDS and WHMIS sheets and describe how the various delivery sites will have access to the MSDS and WHMIS sheets.

3.13 Packaging

- a) One of the City's goals is to reduce the packaging associated with acquiring various products. Many Suppliers are introducing innovative programs to reduce packaging. Some examples would include the provision of products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or use of packaging that is made from recycled material.
- b) State any proposed solutions and measures for overall product packaging reduction, recyclable materials and percentage of recycled content, return/collections program availability and or reuse.

3.14 Waste Reduction

- a) One of the City's objectives is to reduce waste. Tell us how your firm proposes to address the issues of waste minimization and waste diversion from the landfill in the design of your Products and their associated delivery, use and disposal. Examples would include take-back programs you may have for your products at end-of-life (product stewardship) or products that are made from recycled materials.

3.15 Product Disposition - Obsolete Material

- a) The City is seeking solutions from Proponents to incorporate a process for disposal of obsolete material.
- b) Explain programs currently available or describe any proposed solutions.

3.16 Greenhouse Gas/Carbon Reduction

- a) 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.
- b) The Proponent should describe how the design and use of its product takes into account strategies to reduce the product's 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.

4.0 Value Added Products or Services

- 4.1 Proponent should describe any value added products or services that it is prepared to supply as part of the Agreement. Unless otherwise stated, it is understood that there are no extra costs for these products or services, however if there are any additional costs pertaining hereto, the summary and explanation of those costs are to be appended to Schedule C Pricing.

5.0 Contract Management - Intentionally Omitted**6.0 Applicable Codes and Standards**

- 6.1 Where a material or item is required to conform to standards set out in a standard specification such as C.S.A. or A.S.T.M. or C.G.S.B. or B.C.B.C., the Contractor shall obtain assurance from supplier, in writing, (including trade literature), that its product does so conform.
- 6.2 All codes/standards shall be the latest issue of specified codes/standards as amended and revised to the RFP closing date, except when a year date is mentioned.
- 6.3 The Contractor shall supply to the Engineer, on request, satisfactory evidence that all equipment and material complies with Standard Specification or test

requirements.

- 6.4 When references to the following capitalized abbreviations are made, they refer to specifications, standards or methods of the respective association. Abbreviations listed herein, but not mentioned in the specifications, shall be disregarded.
- 6.5 All references to specifications, standards or methods of technical associations refer to the latest adopted revision, including all amendments.

| | |
|--------|------------------------------------------------------------------|
| AASHTO | American Association of State Highway & Transportation Officials |
| BCBC | British Columbia Building Code |
| ACI | American Concrete Institute |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| ASCE | American Society of Civil Engineers |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWS | American Welding Society |
| CAN | National Standard of Canada |
| CGA | Canadian Gas Association |
| CGSB | Canadian General Standards Board |
| CISC | Canadian Institute of Steel Construction |
| CPCA | Canadian Painting Contractor's Association |
| CPCI | Canadian Prestressed Concrete Institute |
| CRSI | Concrete Reinforcing Steel Institute |
| CSA | Canadian Standards Association |
| CUA | Canadian Underwriters Association |
| CWB | Canadian Welding Bureau |
| ISO | International Organization of Standardization |
| MMCDA | Master Municipal Construction Documents Association |
| MMA | Millwork Manufacturers Association |
| PCA | Portland Cement Association |
| PCI | Prestressed Concrete Institute |
| RTAC | Road and Transportation Association of Canada |
| SJI | Steel Joist Institute |

| | |
|------|-------------------------------------|
| SSPC | Steel Structures Painting Council |
| UL | Underwriters Laboratories |
| ULC | Underwriters Laboratories of Canada |
| WCB | Worker's Compensation Board |

The Proponent is required to complete the information in the fields provided within the following table and to include the table with their Proposal. The quantities are estimates of the City's usage and these quantities will be used for comparisons of submissions only.

- 1.0 The Proponent should submit prices for each of the items listed in the following table. The items listed under "CURRENT CITY STANDARD PRODUCT SPECIFICATION" are items that City may be currently buying. If the Proponent is not offering that particular brand then it should insert a suitable alternate that would offer a similar or better level of quality, functionality, and performance to the City. Proponents may offer alternative pricing options, but are to submit these as an additional appendix within their Proposal.

In the Pricing Table "Unit of Measure" refers to a single unit such as one lamp or one ballast.

If the Proponent is unable to quote on any product, they are to complete the field as "N/Q" (Not Quoting).

- 2.0 Prices are to be quoted in Canadian Funds, F.O.B. Destination, including freight, customs duties, and brokerage fees to designated City of Vancouver locations as described in Part B - Instructions to Proponents, Section 6.0.
- 3.0 HST is not to be included.
- 4.0 The Contract duration shall be for twenty-four (24) months beginning on the first day of the Term with the option to extend the Contract and negotiate pricing for up to two (2) additional twelve (12) month periods. Proponents should offer firm pricing for the initial twenty four (24) month period of the Contract. Any requested price changes will be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the twenty four (24) month initial term or the twelve (12) month extension terms.
- 5.0 Proponents may, but are not required to fill in any information in some or all of the "SUGGESTED ALTERNATE PRODUCT / TECHNOLOGY IF ANY" columns of the Pricing Table. This section may be used to provide alternate brands or options that at minimum would meet the specification and quality of the existing product. In addition, this section may be used to provide information on products that offer benefits such as longer life, and energy saving alternatives to the existing lamp products and may reduce overall costs. When offering alternatives, Proponents should indicate, where applicable, the longer life and / or energy saving information in the "Alternate Product Description" field.
- 6.0 The following table in this Schedule C - Pricing contains a listing of products and quantities for which the Proponent should provide pricing. While the list represents a sample of the products that the City has purchased in the past this is not a complete list of the City's requirements. The City makes no guarantee that the quantities set forth represent the actual quantities of materials that the City will be purchasing annually during the term of the Contract. These quantities are provided solely for the purpose of evaluating the Proposals.

| CURRENT CITY STANDARD PRODUCT SPECIFICATION | | | PROPONENT'S PRODUCT OFFERING | | PROPONENT'S FINANCIAL OFFERING | | | | | SUGGESTED ALTERNATE PRODUCT / TECHNOLOGY IF ANY (OPTIONAL) | | | | |
|---------------------------------------------|-----------------------------------------------------|---------|------------------------------|----------------------------|---------------------------------|------------------|------------|----------------|--|------------------------------------------------------------|-----------------------------------|-------------------------------|------------------|------------|
| MANUFACTURER'S PART NUMBER | DESCRIPTION | MFG SKU | BRAND NAME OFFERED | MANUFACTURER'S PART NUMBER | CITY'S ANNUAL QUANTITY ESTIMATE | UNIT OF MEAS URE | UNIT PRICE | EXTENDED PRICE | | ALTERNATE PRODUCT BRAND NAME | ALTERNATE PRODUCT MFG PART NUMBER | ALTERNATE PRODUCT DESCRIPTION | UNIT OF MEAS URE | UNIT PRICE |
| C150S55/ALTO/NC NON-CYCLING | 112949 - LAMP, HPS, 150W, MOGUL, CLEAR | 147413 | | | 9972 | Each | \$ | \$ | | | | | | \$ |
| C70S62/ALTO/NC NON-CYCLING | 110470 - LAMP, HPS, 70W, MOGUL, CLEAR | 147397 | | | 4040 | Each | \$ | \$ | | | | | | \$ |
| C200S66/ALTO/NC NON-CYCLING | 111346 - LAMP, HPS, 200W, MOGUL, CLEAR | 157255 | | | 2993 | Each | \$ | \$ | | | | | | \$ |
| C250S50/ALTO/NC NON-CYCLING | 114194 - LAMP, HPS, 250W, MOGUL, CLEAR | 147421 | | | 1568 | Each | \$ | \$ | | | | | | \$ |
| C100S54/ALTO/NC NON-CYCLING | 110863 - LAMP, HPS, 100W, MOGUL, CLEAR | 147405 | | | 1116 | Each | \$ | \$ | | | | | | \$ |
| C70S62/MED 70W HPS Medium Base | 111014 - LAMP, HPS, 70W, MED, CLEAR | 331926 | | | 276 | Each | \$ | \$ | | | | | | \$ |
| C100S54/MED | 100628 - LAMP, HPS, 100W, MED, CLEAR | 414003 | | | 143 | Each | \$ | \$ | | | | | | \$ |
| C400S51/ALTO 400W HPS MOGUL BASE | 102501 - LAMP, HPS, 400W, MOGUL, CLEAR | 368811 | | | 122 | Each | \$ | \$ | | | | | | \$ |
| C150S55/MED | 105472 - LAMP, HPS, 150W, MED, CLEAR | 303479 | | | 78 | Each | \$ | \$ | | | | | | \$ |
| C150S55/ALTO | 112949 - LAMP, HPS, 150W, MOGUL, CLEAR | 368746 | | | 24 | Each | \$ | \$ | | | | | | \$ |
| F32T8/TL841/PLUS/ALTO | 107444 - TUBE, FLUORESCENT, F32T8/TL841 36,000 hr | 360024 | | | 2772 | Each | \$ | \$ | | | | | | \$ |
| F54T5/835/HO/ALTO 54WATT 46" 3500K | 54 Watt T5 High Output 3500K Low Mercury | 290288 | | | 560 | Each | \$ | \$ | | | | | | \$ |
| F40/DX/ALTO DAYLIGHT DELUXE 6500K | F40 T12 Daylight Deluxe Fluorescent 4 foot Lamp | 273599 | | | 300 | Each | \$ | \$ | | | | | | \$ |
| PLC 13/27K/2P/USA/ALTO | 117325 - TUBE, FLUORESCENT, PL13 COMPACT | 383109 | | | 296 | Each | \$ | \$ | | | | | | \$ |
| PLC 26/27K/2P/ALTO | 26 watt Quad 2 Pin 2700K Fluorescent lamp | 383216 | | | 280 | Each | \$ | \$ | | | | | | \$ |
| PLS 13/41K (PLS13/841/2P/ALTO) | 117325 - TUBE, FLUORESCENT, PL13 COMPACT | 146852 | | | 130 | Each | \$ | \$ | | | | | | \$ |
| PL-S 9W/827/2P ALTO | 9 Watt PLS Fluorescent 2 Pin 2700K | 148676 | | | 130 | Each | \$ | \$ | | | | | | \$ |
| F17T8/TL841/PLUS/ALTO | F17 T8 2 foot 4100K 36,000 Hour lamp Low Mercury | 145540 | | | 77 | Each | \$ | \$ | | | | | | \$ |
| F34CW/RS/EW/LL/AL | 34 watt T12 4 foot Long Life 30,000 hour Cool White | 142513 | | | 1500 | Each | \$ | \$ | | | | | | \$ |
| PLS 13/27K (PLS13/827/2P/ALTO) | 13 watt 2 pin CFL 2700K | 146811 | | | 2094 | Each | \$ | \$ | | | | | | \$ |

| CURRENT CITY STANDARD PRODUCT SPECIFICATION | | | PROPONENT'S PRODUCT OFFERING | | PROPONENT'S FINANCIAL OFFERING | | | | | SUGGESTED ALTERNATE PRODUCT / TECHNOLOGY IF ANY (OPTIONAL) | | | | |
|---------------------------------------------|---------------------------------------------------|---------|------------------------------|----------------------------|---------------------------------|------------------|------------|----------------|--|------------------------------------------------------------|-----------------------------------|-------------------------------|------------------|------------|
| MANUFACTURER'S PART NUMBER | DESCRIPTION | MFG SKU | BRAND NAME OFFERED | MANUFACTURER'S PART NUMBER | CITY'S ANNUAL QUANTITY ESTIMATE | UNIT OF MEAS URE | UNIT PRICE | EXTENDED PRICE | | ALTERNATE PRODUCT BRAND NAME | ALTERNATE PRODUCT MFG PART NUMBER | ALTERNATE PRODUCT DESCRIPTION | UNIT OF MEAS URE | UNIT PRICE |
| PLC 26/27K/4P/ALTO | 26 watt Quad 4 Pin 2700K Fluorescent lamp | 383349 | | | 440 | Each | \$ | \$ | | | | | \$ | |
| BC40T10/CL | 40 Watt T10 Medium Base Clear | 694950 | | | 255 | Each | \$ | \$ | | | | | \$ | |
| F20T12/CW/ALTO | F20 T12 Cool White 24 inch lamp Low Mercury | 273326 | | | 234 | Each | \$ | \$ | | | | | \$ | |
| F32T8/TL835/PLUS/ALTO | F32 T8 4 foot 3500K 36,000 Hour lamp Low Mercury | 360016 | | | 200 | Each | \$ | \$ | | | | | \$ | |
| F30T12/CW/RS/ALTO | F30 T12 Cool White 36 inch lamp Low Mercury | 272427 | | | 150 | Each | \$ | \$ | | | | | \$ | |
| F54T5/850/HO/ALTO 54WATT 46" 5000K | 54 Watt T5 High Output 5000K Low Mercury | 135103 | | | 80 | Each | \$ | \$ | | | | | \$ | |
| F15T8/CW/ALTO 18" | 18 inch 15 watt T8 Lamp Cool White | 407197 | | | 73 | Each | \$ | \$ | | | | | \$ | |
| F32T8/TL830/PLUS/ALTO | F32 T8 4 foot 3000K 36,000 Hour lamp Low Mercury | 360008 | | | 50 | Each | \$ | \$ | | | | | \$ | |
| FB40DX/6 Daylight T12 U-Bend | F40 T12 U bend Lamp Daylight 6500K | 219931 | | | 48 | Each | \$ | \$ | | | | | \$ | |
| FB34CW/6/EW ALTO (F40CW/6/EW) | F34T12 U Bend Lamp Cool White 4100K | 378638 | | | 48 | Each | \$ | \$ | | | | | \$ | |
| F54T5/841/HO/ALTO | 54 Watt T5 High Output 4100K Low Mercury | 290833 | | | 40 | Each | \$ | \$ | | | | | \$ | |
| F34T12/WW/EW/LL/ALTO | F34 T12 Warm White 4 foot Extra Long Life | 142521 | | | 30 | Each | \$ | \$ | | | | | \$ | |
| F96T8/TL841/HO/PLUS/ALTO | F 96T8 High Output 8 foot Lamp 4100K Low Mercury | 236885 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| F32T8/TL850/PLUS/ALTO | F32 T8 4 foot 5000K 36,000 Hour lamp Low Mercury | 360032 | | | 25 | Each | \$ | \$ | | | | | \$ | |
| F25T8/TL835/PLUS/ALTO | F25 T8 3 foot 3500K 36,000 Hour lamp Low Mercury | 145573 | | | 25 | Each | \$ | \$ | | | | | \$ | |
| SLS25/ALTO MARATHON 15000hrs | 25 watt screw in CFL Medium Base 15,000 Hour | 135749 | | | 2969 | Each | \$ | \$ | | | | | \$ | |
| EL/mdT2 23W Boxed 10,000 Hour | 23 watt Medium Base Spiral Compact Fluorescent | 414011 | | | 1158 | Each | \$ | \$ | | | | | \$ | |
| EL/mdT2 13W Boxed 10,000 Hour | 13 watt Medium Base Spiral Compact Fluorescent | 413996 | | | 1044 | Each | \$ | \$ | | | | | \$ | |
| PLT 32/27K/4P/ALTO | Triple Tube Compact Fluorescent 4 Pin 2700K | 384438 | | | 300 | Each | \$ | \$ | | | | | \$ | |
| EL/mdT2 18W | 18 watt compact fluorescent medium base 10,000 hr | 202861 | | | 132 | Each | \$ | \$ | | | | | \$ | |
| ES 16W R30 2700K | 16 watt R30 Compact Fluorescent 8,000 Hour 2700K | 233957 | | | 117 | Each | \$ | \$ | | | | | \$ | |

| CURRENT CITY STANDARD PRODUCT SPECIFICATION | | | PROPONENT'S PRODUCT OFFERING | | PROPONENT'S FINANCIAL OFFERING | | | | | SUGGESTED ALTERNATE PRODUCT / TECHNOLOGY IF ANY (OPTIONAL) | | | | |
|---------------------------------------------|-----------------------------------------------------|---------|------------------------------|----------------------------|---------------------------------|------------------|------------|----------------|--|------------------------------------------------------------|-----------------------------------|-------------------------------|------------------|------------|
| MANUFACTURER'S PART NUMBER | DESCRIPTION | MFG SKU | BRAND NAME OFFERED | MANUFACTURER'S PART NUMBER | CITY'S ANNUAL QUANTITY ESTIMATE | UNIT OF MEAS URE | UNIT PRICE | EXTENDED PRICE | | ALTERNATE PRODUCT BRAND NAME | ALTERNATE PRODUCT MFG PART NUMBER | ALTERNATE PRODUCT DESCRIPTION | UNIT OF MEAS URE | UNIT PRICE |
| PL-S 7W/827/2P/ALTO | 7 watt PLS Type Compact Fluorescent 2 Pin 2700K | 148718 | | | 110 | Each | \$ | \$ | | | | | \$ | |
| PL-C 13W/27/4P/ALTO | 13 watt quad Compact Fluorescent 4 Pin 2700K | 383257 | | | 66 | Each | \$ | \$ | | | | | \$ | |
| PL-C 26W/35/4P/ALTO | 26 watt quad Compact Fluorescent 4 Pin 3500K | 383364 | | | 62 | Each | \$ | \$ | | | | | \$ | |
| PL-C 18W/27/ALTO | 18 watt quad Compact Fluorescent 2 Pin 2700K | 383166 | | | 60 | Each | \$ | \$ | | | | | \$ | |
| PLC 18/27K/4P/ALTO | 18 watt quad Compact Fluorescent 4 Pin 2700K | 383299 | | | 60 | Each | \$ | \$ | | | | | \$ | |
| PL-S 13W/835/2P/ALTO | 13 watt 2 pin Compact Fluorescent 3500K | 146845 | | | 56 | Each | \$ | \$ | | | | | \$ | |
| PL-T 32W/30/4P/ALTO | 32 Watt Triple Tube Compact Fluorescent 4 Pin 3000K | 268326 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| 40A15/22 120V Appliance | 40 watt A15 Appliance Lamp Frosted | 200022 | | | 67 | Each | \$ | \$ | | | | | \$ | |
| 25A/CL 120/130V PLC | 25 watt A19 Clear General Service Lamp | 255695 | | | 2160 | Each | \$ | \$ | | | | | \$ | |
| 40A19/4P/6M/CL/130V 48PK LONG LIFE | 40 watt A19 General Service Lamp Clear 6,000 Hour | 111988 | | | 118 | Each | \$ | \$ | | | | | \$ | |
| 60A19/4P/6M/CL/130V 48PK LONG LIFE | 60 watt A19 General Service Lamp Clear A19 | 111996 | | | 220 | Each | \$ | \$ | | | | | \$ | |
| 12A19/END/800LM/2700/120V DIM | 12 watt LED A19 2700K 25,000 hour | 409946 | | | 100 | Each | \$ | \$ | | | | | \$ | |
| 40A/4P/6M/IF/ 130 | 40 watt A19 Frosted General Service Lamp 6000 Hr | 111954 | | | 350 | Each | \$ | \$ | | | | | \$ | |
| 60A19/4P/6M/IF/130V 48PK LONG LIFE | 60 watt A19 General Service Lamp Frosted A19 | 111962 | | | 1498 | Each | \$ | \$ | | | | | \$ | |
| 150A21/IF/6M 130V | 150 watt A21 General Service Lamp 6,000 Hr Frosted | 287771 | | | 79 | Each | \$ | \$ | | | | | \$ | |
| 150A23/CL 120/130V | 150 watt A23 Clear Medium Base General Service | 374199 | | | 30 | Each | \$ | \$ | | | | | \$ | |
| 200A23/IF 120V | 200 watt A23 General Service Lamp Frosted | 362897 | | | 75 | Each | \$ | \$ | | | | | \$ | |
| MH250/U | 120789 - LAMP, MH, 250W, MOGUL, CLEAR | 274845 | | | 320 | Each | \$ | \$ | | | | | \$ | |
| MH1000/U | 111471 - LAMP, MH, 1000W, MOGUL, CLEAR, Universal | 415224 | | | 258 | Each | \$ | \$ | | | | | \$ | |
| MH70/U/M/PS (MH70/UMPF) 4000K | 104922 - LAMP, MH, 70W, MED, CLEAR | 137505 | | | 226 | Each | \$ | \$ | | | | | \$ | |
| MH150/U/M/PS | 120358 - LAMP, MH, 150W, MED, CLEAR, PULSE START | 137521 | | | 192 | Each | \$ | \$ | | | | | \$ | |

| CURRENT CITY STANDARD PRODUCT SPECIFICATION | | | PROPOSER'S PRODUCT OFFERING | | PROPOSER'S FINANCIAL OFFERING | | | | | SUGGESTED ALTERNATE PRODUCT / TECHNOLOGY IF ANY (OPTIONAL) | | | | |
|---------------------------------------------|----------------------------------------------------|---------|-----------------------------|----------------------------|---------------------------------|-----------------|------------|----------------|--|------------------------------------------------------------|-----------------------------------|-------------------------------|-----------------|------------|
| MANUFACTURER'S PART NUMBER | DESCRIPTION | MFG SKU | BRAND NAME OFFERED | MANUFACTURER'S PART NUMBER | CITY'S ANNUAL QUANTITY ESTIMATE | UNIT OF MEASURE | UNIT PRICE | EXTENDED PRICE | | ALTERNATE PRODUCT BRAND NAME | ALTERNATE PRODUCT MFG PART NUMBER | ALTERNATE PRODUCT DESCRIPTION | UNIT OF MEASURE | UNIT PRICE |
| MH100/U/M/PS 4000K | 121540 - LAMP, MH, 100W, MED, CLEAR PULSE START | 137513 | | | 164 | Each | \$ | \$ | | | | | \$ | |
| MS320/C/U/PS | 320 watt Pulse Start Metal Halide Coated | 383869 | | | 156 | Each | \$ | \$ | | | | | \$ | |
| MHC100/U/MED/4K/ALTO CLEAR | 101438 - LAMP, MH, 100W, MED, CLEAR | 281352 | | | 132 | Each | \$ | \$ | | | | | \$ | |
| MH175/U | 116243 - LAMP, MH, 175W, MOGUL, CLEAR | 287334 | | | 110 | Each | \$ | \$ | | | | | \$ | |
| MH175/U/MED CLEAR | 101669 - LAMP, MH, 175W, MED, CLEAR | 313585 | | | 109 | Each | \$ | \$ | | | | | \$ | |
| MP400/C/BU/PS | 400 watt Metal Halide Pulse Start Coated Protected | 133355 | | | 66 | Each | \$ | \$ | | | | | \$ | |
| CDM330/U/O/4K CLEAR ALLSTART | 330 watt Metal Halide Clear Pulse or Probe Start | 232595 | | | 66 | Each | \$ | \$ | | | | | \$ | |
| MS320/U/PS/ED28 PULSE START | 320 watt Pulse Start Metal Halide Clear | 383810 | | | 64 | Each | \$ | \$ | | | | | \$ | |
| MHC50/U/M/4K | 50 watt Medium Base Ceramic Metal Halide Clear 4K | 360230 | | | 56 | Each | \$ | \$ | | | | | \$ | |
| MHC100/U/M/4K | 100 watt Medium Base Ceramic Metal Halide Clear 4K | 281352 | | | 42 | Each | \$ | \$ | | | | | \$ | |
| CDM150/T6/830 | 150 watt Ceramic Metal Halide T6 Lamp 3000K | 232728 | | | 42 | Each | \$ | \$ | | | | | \$ | |
| CDM100/PAR38/SP/3K/ALTO | 100 watt PAR38 Spot Ceramic Metal Halide 3000K | 244772 | | | 42 | Each | \$ | \$ | | | | | \$ | |
| MS750/BU/BT37/PS | 120348 - LAMP, MH, 750W, MOGUL, CLEAR PULSE START | 135400 | | | 36 | Each | \$ | \$ | | | | | \$ | |
| CDM35/PAR20/M/FL/3K | 35 watt PAR20 Flood Ceramic Metal Halide 3000K | 233643 | | | 36 | Each | \$ | \$ | | | | | \$ | |
| CDM70/PAR30L/M/FL | 70 watt PAR30 Flood Ceramic Metal Halide 3000K | 232215 | | | 30 | Each | \$ | \$ | | | | | \$ | |
| MHC70/U/MED/4K/ALTO CLEAR | 104922 - LAMP, MH, 70W, MED, CLEAR | 281295 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| MHC100/C/U/MED/4K (MH100/C/U/MED) | 101438 - LAMP, MH, 100W, MED, CLEAR | 281360 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| MH400/U CLEAR 400WATT | 106010 - LAMP, MH, 400W, MOGUL, CLEAR, #M400BU-C | 274498 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| 50T60/HEA/WH 120V | 50 watt A Lamp Halogen 120V | 213561 | | | 70 | Each | \$ | \$ | | | | | \$ | |
| 50PAR20/HAL/NFL30 130V | 50 Watt PAR20 Narrow Flood Halogen 130V | 229211 | | | 255 | Each | \$ | \$ | | | | | \$ | |
| BC50W12V/CAPSULE/TP | "LEUCI" 50 watt JC 2 Pin Halogen 12V | 513465 | | | 24 | Each | \$ | \$ | | | | | \$ | |

| CURRENT CITY STANDARD PRODUCT SPECIFICATION | | | PROPOSER'S PRODUCT OFFERING | | PROPOSER'S FINANCIAL OFFERING | | | | | SUGGESTED ALTERNATE PRODUCT / TECHNOLOGY IF ANY (OPTIONAL) | | | | |
|---------------------------------------------|-----------------------------------------------------|---------|-----------------------------|----------------------------|---------------------------------|-----------------|------------|----------------|--|------------------------------------------------------------|-----------------------------------|-------------------------------|-----------------|------------|
| MANUFACTURER'S PART NUMBER | DESCRIPTION | MFG SKU | BRAND NAME OFFERED | MANUFACTURER'S PART NUMBER | CITY'S ANNUAL QUANTITY ESTIMATE | UNIT OF MEASURE | UNIT PRICE | EXTENDED PRICE | | ALTERNATE PRODUCT BRAND NAME | ALTERNATE PRODUCT MFG PART NUMBER | ALTERNATE PRODUCT DESCRIPTION | UNIT OF MEASURE | UNIT PRICE |
| BC50TWISTLINE GU10/FL25 | 50 watt GU10 Covered Glass Halogen | 205294 | | | 132 | Each | \$ | \$ | | | | | \$ | |
| 75PAR30L/HAL/NFL30 130V | 75 watt PAR30 Long Neck Flood Halogen 130V | 229435 | | | 120 | Each | \$ | \$ | | | | | \$ | |
| 75PAR30S/HAL/WFL40 130V | 75 watt PAR30 Short Neck Flood Halogen 130V | 284927 | | | 74 | Each | \$ | \$ | | | | | \$ | |
| 75PAR38/HAL/FL25 130V | 75 watt PAR38 Flood Halogen 130V | 144949 | | | 123 | Each | \$ | \$ | | | | | \$ | |
| 90PAR38/HAL/FL25/LL 130V | 90 watt PAR38 Halogen Lamp | 236513 | | | 455 | Each | \$ | \$ | | | | | \$ | |
| 11S14 120/130V | Medium Base 11 Watt S11 Clear Lamp | 138305 | | | 500 | Each | \$ | \$ | | | | | \$ | |
| BC25CTC/D/LL | 25 watt Chandelier 2 pack | 129205 | | | 300 | Each | \$ | \$ | | | | | \$ | |
| BC40CTC/D/LL | 40 watt chandelier 2 pack Candelabra base | 129247 | | | 400 | Each | \$ | \$ | | | | | \$ | |
| 50MR16/FL36 EXN | 50 Watt MR16 Flood 36 degree 12V | 378059 | | | 352 | Each | \$ | \$ | | | | | \$ | |
| 50MRC16/FL36/A | 50 watt MR16 Flood 36 degree 12V Aluminum Reflector | 139824 | | | 50 | Each | \$ | \$ | | | | | \$ | |
| SOX 35 WATT | 35 watt Low Pressure Sodium Lamp | 327817 | | | 84 | Each | \$ | \$ | | | | | \$ | |
| 65BR30/FL55 130V 65Watt Flood | 65 watt BR30 Reflector Incandescent | 248849 | | | 408 | Each | \$ | \$ | | | | | \$ | |
| K250PAR38/FL 120-130V | 250 watt PAR38 Flood Incandescent | 374322 | | | 70 | Each | \$ | \$ | | | | | \$ | |
| 50/150A/STP/PK 120V | 50/100/150W Tri Light medium Base Frosted | 317396 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| 250BR40/1 120V | 250 watt BR40 Heat Lamp Clear | 203836 | | | 54 | Each | \$ | \$ | | | | | \$ | |
| 250R40/HR 120V | 250 watt BR40 Red Heat Lamp Medium Base | 203844 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| 300PS35/CL MOGUL 120V/130V | 300 watt PS 35 Mogul Base Clear | 143149 | | | 48 | Each | \$ | \$ | | | | | \$ | |
| PL-C 15MM/28W/27 | 28 watt PL-C Type 2 Pin 2700K | 241695 | | | 30 | Each | \$ | \$ | | | | | \$ | |
| 7PAR20/END/F25 2700-280 DIM | 7 watt PAR20 LED Narrow Flood 2700K | 418574 | | | 24 | Each | \$ | \$ | | | | | \$ | |
| 16PAR38/END/FL25/4000 LED 120V | 16 Watt PAR 38 LED 4000K | 406793 | | | 70 | Each | \$ | \$ | | | | | \$ | |
| TOTAL | | | | | | \$ | | | | | | | | |

| CURRENT CITY STANDARD PRODUCT SPECIFICATION | | | PROPOSER'S PRODUCT OFFERING | | | PROPOSER'S FINANCIAL OFFERING | | | | SUGGESTED ALTERNATE PRODUCT / TECHNOLOGY IF ANY (OPTIONAL) | | | | | |
|-----------------------------------------------|--------------------------------------------------------|---------|-----------------------------|----------------------------|-----------------------------------------------------------|---------------------------------|-----------------|------------|----------------|------------------------------------------------------------|-----------------------------------|-------------------------------|-----------------|------------|--------------------------------------------------------------------------------------------|
| MANUFACTURER'S PART NUMBER | DESCRIPTION | MFG SKU | BRAND NAME OFFERED | MANUFACTURER'S PART NUMBER | PERCENT DISCOUNT FROM MANUFACTURER'S SUGGESTED LIST PRICE | CITY'S ANNUAL QUANTITY ESTIMATE | UNIT OF MEASURE | UNIT PRICE | EXTENDED PRICE | ALTERNATE PRODUCT BRAND NAME | ALTERNATE PRODUCT MFG PART NUMBER | ALTERNATE PRODUCT DESCRIPTION | UNIT OF MEASURE | UNIT PRICE | ESTIMATED SAVINGS PER YEAR BASED ON ANNUAL COST OF EXISTING LESS ANNUAL COST OF ALTERNATE. |
| IOPA2P32LWN35M | 2 Lamp T8 Electronic Ballast F17T8 to F32T8 120-277V | 107854 | | | | 430 | Each | \$ | \$ | | | | | \$ | |
| 70W HPS 71A7907B600 120V reactor | 70 watt HPS Reactor Type Ballast 120V | 176859 | | | | 48 | Each | \$ | \$ | | | | | \$ | |
| ICF2S26-H1-LD-K 120/277 2x26W SMARTMATE | 2x26 watt PLC Lamp 4 Pin Ballast 120 to 277V | 176537 | | | | 44 | Each | \$ | \$ | | | | | \$ | |
| 175W MH C&C 71A55A0001D 120/277/347V | 175 watt Metal Halide Ballast 120/277/347V | 191866 | | | | 32 | Each | \$ | \$ | | | | | \$ | |
| 250W MH TRI-TAP PS 71A57A2/500D pulse start | 250 Watt Metal Halide Ballast Pulse Start 120/277/347V | 176826 | | | | 30 | Each | \$ | \$ | | | | | \$ | |
| 100W HPS TRI-TAP 120/277/347V S100TRILC3M502K | 104058 - BALLAST, TRI-TAP 100W HPS | | | | | 25 | Each | \$ | \$ | | | | | \$ | |
| TOTAL | | | | | | | \$ | | | | | | | | |

- 7.0 As the above pricing information includes the cost of delivery to City facilities, please state the additional discount available from the above pricing for products picked up by the City from Proponent's location:

_____ Discount available for orders picked up by City personnel from Proponent's location.

8.0 Early Pay Discounts

- a) The City's standard payment terms are Net 30 days after receipt of an approved invoice, however early pay discounts or more favorable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation.
- b) A cash discount allowance of _____% will be allowed if accounts are:
- (i) paid within _____ days, or
 - (ii) paid by the _____th of the month following.
- (15th of the month following, or later, is preferred by the City).
- c) (b(i)) or (b(ii)) shall be clear days from date of acceptance by the City, or receipt of the invoices by the City, whichever is later.

9.0 Annual Volume Incentive

- a) 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 |
| \$ 200,000.00 < \$299,999.99 | % |
| \$ 300,000.00 < \$399,999.99 | % |
| \$ 400,000.00 < \$499,999.99 | % |
| \$ 500,000.00 and up | % |

SCHEDULE D
INSURANCE CERTIFICATE

SCHEDULE E

WORKSAFE BC CLEARANCE LETTER

SCHEDULE F

PROPOSAL

SCHEDULE G

RFP