



SHORT FORM - REQUEST FOR PROPOSAL PS20120238

SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

Responses will be addressed to Purchasing Services, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the Information Desk, Main Floor Rotunda of the same address) prior to the Closing Time of Tuesday, June 19, 2012, 3:00:00 PM, City Hall Clock Time (as defined in Note 2 below).

NOTES:

1. Responses shall be in a sealed envelope or package marked with the Proponent's Name, the SF-RFP Title and Number and addressed to Purchasing Services, City of Vancouver.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the Main Floor Rotunda Information Desk computer clock.
3. The City of Vancouver City Hall is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays and holidays.
4. Responses to be submitted, in hard copy: Four (4) copies.
5. DO NOT SUBMIT BY FAX OR E-MAIL.

All queries related to this SF-RFP shall be submitted in writing, five (5) business days prior to the above closing time to the attention of:

Peter Yung

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

1.0 BACKGROUND

- 1.1 This Short Form - Request for Proposal ("SF-RFP") identifies a business opportunity for the successful Proponent to supply and deliver garbage and compostables carts to the City of Vancouver ("City").
- 1.2 The City provides weekly garbage collection services to single family residents fifty (50) times per year and bi-weekly yard trimmings and food scraps ("compostables") collection services twenty-five (25) times per year. The City provides residents with wheeled carts in various sizes as required by each individual household unit. The carts are collected using fully automated and semi-automated trucks. Approximately 93,000 garbage carts and 87,000 compostables carts are currently used in the collection programs.
- 1.3 The City currently accepts limited food scraps together with yard trimmings in the compostables collection program ("Phase 1") and aims to expand the list of acceptable food scraps items ("Phase 2") by Fall 2012 and switch collection frequency of garbage and compostables such that compostables are collected weekly and garbage bi-weekly, subject to approval by City Council. During the implementation stage, the City anticipates a significant increase in the number of cart changes by residents. Subsequently, prior to and/or during Phase 2 implementation, the City expects to order a greater number of carts than it typically would.
- 1.4 Container quantities stated herein are the City's best estimates only. Actual quantities may vary.

2.0 SCOPE OF WORK SUMMARY

- 2.1 The scope of work includes the following elements:
 - Supply and delivery of garbage and compostables carts for a three (3) year term with the possibility of two (2) one (1) year extensions; and
 - Delivery to: Manitoba Works Yard, 250 West 70th Avenue, Vancouver, BC
- 2.2 A complete scope of work is contained in Appendix A and detailed specification is contained in Appendix B.
- 2.3 Photo References of existing Garbage and Compostables Carts are attached as Appendix C

3.0 TIMELINE

- 3.1 The anticipated first delivery shall be in September 2012 and the contract will be in effect for three (3) year with the option to renew for two (2) one (1) year period.
- 3.2 If the above is not achievable, the Proponent shall provide a suggested timeline, including the timing for completion of the project, and will be required to develop and maintain a project schedule.

4.0 GENERAL METHODOLOGY

- 4.1 Proposal submissions should outline the resources to be committed for the goods and services provided by the Proponent.
- 4.2 Proponents are to provide a description of the product proposed, including the details of the specifications, model and/or part numbers.
- 4.3 In the submission, the Proponent should provide a detailed description of the performance in accordance to Appendix A.
- 4.4 In the submission, the proponent shall indicate the product's compliance to the Standards set out in Appendix B - Product Specifications.

5.0 SUSTAINABILITY

- 5.1 The City's Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/fs/bid/epp/index.htm> align the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.
- 5.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Vendor is to indicate the nature of the hazard in its Quotation. The Vendor 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.

6.0 PROPOSAL FORMAT

Proponents are requested to organize its response according to the following format:

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

Table of Contents: Page numbers are to be indicated.

6.1 COMPANY PROFILE

- a) Provide a description of the Proponent's company, purpose and history of successes including number of years in business, projects.
- b) Evidence of a City of Vancouver Business License.
- c) Business Number or an article of incorporation.
for more information, please visit:
<http://www.fin.gov.bc.ca/registries/corppg/default.htm>.
- d) HST registration number.

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6.2 KEY PERSONNEL - INTENTIONALLY OMITTED

6.3 REFERENCES

- a) 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. 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.
- b) In addition, the Proponent shall identify and describe two previously completed projects relevant to the stated requirement.

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

6.4 WORK METHODOLOGY

- a) Provide a summary of the Proponent's approach to the planning and conduct of the work, by phase and deliverable.

6.5 TERMS AND CONDITIONS

- a) Proponents shall indicate their acceptance of the terms and conditions as per Appendix D.

6.6 WORKSAFEBC AND INSURANCE COVERAGE

- a) Proponents shall submit evidence of WorkSafeBC registration.
- b) Proponents shall submit a Certificate of Existing Insurances (See Appendix E) duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements set out in Appendix D should they be selected as a successful Contractor/Consultant.

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6.7 PRICING

- a) Prices are to be quoted in Canadian currency.
- b) The quantity stated in Appendix A is the City's best estimate of its requirements. Actual quantities may vary.
- c) Prices shall be fixed for the full term of the contract.
- d) At the time of contract extension, prices may be reviewed for adjustment by mutual agreement by both the Vendor and the City, subject to documented proof which can be verified with an independent published source or mutually acceptable market index as related to the Product.
- e) Prices quoted are to be exclusive of HST, except where expressly requested.
- f) Prices are to be quoted F.O.B. destination, including all freight, unloading at destination, import duties, brokerage fees, royalties, handling, overhead, profit and all other costs.
- g) Proponents shall provide a price breakdown as per the tables set out below.

Table 1: Price Schedule - Container (complete assembly) Purchase, including lids, wheels and all hardware, in accordance with the City of Vancouver Specification, set out herein.

Item	Description	State Number of Units per Shipment	Price per Unit	Total Price
1.	35 US gallon garbage containers		\$	\$
2.	35 US gallon compostables containers		\$	\$
3.	48 US gallon garbage containers		\$	\$
4.	48 US gallon compostables containers		\$	\$
5.	65 US gallon garbage containers		\$	\$
6.	65 US gallon compostables containers		\$	\$
7.	95 US gallon garbage containers		\$	\$
8.	95 US gallon compostables containers		\$	\$

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Table 2: Price Schedule - Container Body Purchase, including wheels and all hardware, in accordance with the City of Vancouver Specification, set out herein.

Item	Description	State Number of Units per Shipment	Price per Unit	Total Price
1.	35 US gallon container body		\$	\$
2.	48 US gallon container body		\$	\$
3.	65 US gallon container body		\$	\$
4.	95 US gallon container body		\$	\$

Table 3: Price Schedule - Container Lid Purchase, including all hardware and graphics, in accordance with the City of Vancouver Specification, set out herein.

Item	Description	State Number of Units per Shipment	Price per Unit	Total Price
1.	35 US gallon garbage container lid c/w attachments		\$	\$
2.	35 US gallon compostables container lid c/w attachments		\$	\$
3.	48 US gallon garbage container lid c/w attachments		\$	\$
4.	48 US gallon compostables container lid c/w attachments		\$	\$
5.	65 US gallon garbage container lid c/w attachments		\$	\$
6.	65 US gallon compostables container lid c/w attachments		\$	\$
7.	95 US gallon garbage container lid c/w attachments		\$	\$
8.	95 US gallon compostables container lid c/w attachments		\$	\$

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- h) Proponents shall provide unit price for applicable spare replacement, maintenance requirement and any suggested options, in Table 4 and 5, as follows:

Table 4: Price Schedule - Spare Parts Purchase, in accordance with the attached specifications set out herein.

Item	Description	State Number of Units per Shipment	Price per Unit	Total Price
1.	20 US gallon insert for 35 US gallon container		\$	\$
2.	Wheel and axle assembly for 35 US gallon container		\$	\$
3.	Wheel and axle assembly for 48 US gallon container		\$	\$
4.	Wheel and axle assembly for 65 US gallon container		\$	\$
5.	Wheel and axle assembly for 95 US gallon container		\$	\$
6.	Metal grab bars (if applicable)		\$	\$
7.	Lock pins for metal grab bar (if applicable)		\$	\$

Table 5: Price Schedule - Options

Item	Description	State Number of Units per Shipment	Price per Unit	Total Price
1.	Multi-Colour Lid Graphics		\$	\$
2.	Alternative Wheel Attachment		\$	\$
3.	Rubber Wheels		\$	\$
4.	Recycled Content		\$	\$
5.	20 US gallon container		\$	\$

6.8 TERMS OF PAYMENT

- a) The City's standard payment terms are Net Thirty (30) days after receipt of approved invoice: however any discounts or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net 30.
- b) Invoices shall indicate labour separate from materials and where applicable, where HST is applied. Invoices shall be sent to:

CITY OF VANCOUVER - ACCOUNTS PAYABLE
PO Box 7757
Vancouver, BC
V6B 0L5
- c) Describe if Electronic Fund Transfer (EFT) is available.

7.0 PLACEMENT OF A PURCHASE ORDER

- 7.1 The City may elect to place an order resulting from this SF-RFP with more than one (1) Vendor and is not obligated to enter into an exclusive arrangement with any Vendor or purchase any minimum quantity of equipment or material.
- 7.2 Acceptance of a quotation and placement of a purchase order shall be valid only if made by an authorized representative of the City.
- 7.3 Where the head office of the successful Vendor is located within the City of Vancouver and/or where the successful Vendor is required to perform the services at a site located within the City of Vancouver, the successful Vendor is required to have a valid City of Vancouver business license.
<http://vancouver.ca/commsvcs/LICANDINSP/licences/business/index.htm>

8.0 EVALUATION CRITERIA

- 8.1 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.
- 8.2 The City may elect to short list some of the Proponents and require short listed Proponents to provide additional information or details, including making a presentation, and/or attending an interview.
- 8.3 The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the SF-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.
- 8.4 No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this SF-RFP.

- 8.5 There are no mandatory requirements for submitting Proposals in response to this SF-RFP but Proponents are encouraged to provide all information requested by the City, particularly where the words "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal.

9.0 CONTRACT APPROVAL

- 9.1 Contract approval is contingent on funds being approved and the award being approved by the City. Only then may the successful Proponent and the City proceed to settle, draft and sign the necessary legal agreement.
- 9.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.
- 9.3 The City is not under any obligation to approve any Proposal and may elect to terminate this SF-RFP at any time.

10.0 NO CLAIM AGAINST THE CITY

- 10.1 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.

11.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 11.1 The City is subject to the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

12.0 NO PROMOTION OF RELATIONSHIP

- 12.1 The Vendor 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 Vendor to perform the vendor's obligations under the terms of the Contract). Furthermore, the Vendor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied.

APPENDIX A

SCOPE OF WORK

1.0 Introduction

- 1.1 Purpose of the SF-RFP is to possibly enter into a contract with a vendor who will provide approximately three thousand six hundred (3,600) garbage and compostables carts per year for a three (3) year term. The carts shall be delivered over four (4) to five (5) shipments each year.

2.0 Background

- 2.1 The City provides weekly garbage collection services to single family residents fifty (50) times per year and bi-weekly yard trimmings and food scraps ("compostables") collection services twenty-five (25) times per year. The City provides residents with wheeled carts in various sizes as required by each individual household unit. The carts are collected using fully automated trucks (Sterling-Condor chassis with PendPac body and mechanical arm) and semi-automated trucks (GMC Chagnon with Labrie rear mounted tipper). Approximately 93,000 garbage carts and 87,000 compostables carts are currently used in the collection programs.
- 2.2 The City offers residents a choice of 5 cart sizes (20 US gallon, 35 US gallon, 48 US gallon, 65 US gallon, 95 US gallon) for garbage and 4 cart sizes (35 US gallon, 48 US gallon, 65 US gallon, 95 US gallon) for compostables. The 20 US gallon garbage cart currently in use consists of a 35 US gallon cart body with a 20 US gallon insert. Residents pay an annual fee for the collection services based on the cart sizes they choose to use. Residents are able to change their cart sizes for free once per year.
- 2.3 The following table shows the estimated number of carts the City ordered from the existing vendor in 2011. Carts quantities stated herein are the City's best estimates only and actual quantities may vary.

Description	Estimated Number of Carts Ordered in 2011
180L/48 US gallon cart	950
240L/65 US gallon cart	1150
360L/95 US gallon cart	1500
Total	3,600

- 2.4 The City currently accepts limited food scraps along with yard trimmings in the compostables collection program. Upcoming program changes the City anticipates (within the term of a possible three year contract for supply and delivery of carts) include expanding the food scraps recycling program to include all types of food scraps and reducing the collection frequency of garbage citywide. During the implementation of a reduced garbage collection frequency, the City anticipates there will be a temporary increase in the number of cart size changes by residents and subsequently a temporary increase in the number of new carts the City orders from a vendor.

3.0 Summary of Requirement

- 3.1 Please see Appendix B - Product Specifications
- 3.2 Must meet minimum standards set out in Appendix B - Product Specifications
- 3.3 Photo References of existing Garbage and Compostables Carts are attached as Appendix C

4.0 Work Scope

- 4.1 The successful proponent shall be able to provide the City of Vancouver the garbage and compostables carts as per the specifications in Appendix B.
- 4.2 Proponents shall state in their submissions the delivery time from placement of a purchase order. The City requires that the garbage and compostables carts be delivered to the delivery address stated in Section 2 - Scope of Work Summary, above, within 60 days of the placement of the order resulting from this RFP. Deliveries must be made between 8:00 am and 3:00 pm, Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing.

5.0 Insurance - Intentionally Omitted

6.0 City Provided

- 6.1 The City will provide storage for the carts and assist in unloading carts from the delivery vehicles.

7.0 Deliverables

- 7.1 The Proponent shall submit four (4) samples of the Garbage and Compostables Carts (one (1) assembled and one (1) unassembled for each of the 35US gallon and 95 US gallon cart size offered) for evaluation, to Manitoba Works Yard, 250 West 70th Avenue, Vancouver, BC, Attention: Scott Tait, Cart Warehouse Coordinator. These should be sent when submitting their proposal.

The shipment and each component shall be marked with the Proponent's Name, SF-RFP Supply and Delivery of Garbage and Compostables Carts and PS20120238. The cart samples must arrive at the designated location above no later than one week after the closing date.

- 7.2 Evaluation may involve laboratory functional and/or field test.
- 7.3 Samples shall be submitted at no cost to the City. Proponents shall cover all costs including all freight, unloading at destination, import duties, brokerage fees, royalties, handling, overhead, and all other costs. If not destroyed in testing, they will be returned at the Proponent's request and expense.

8.0 Acceptance Criteria

- 8.1 The ability of the proponent to meet the specifications and the delivery times.
- 8.2 Satisfaction of but not limited to: functionality, operation, installation, maintenance and adaptability.

9.0 Schedule

- 9.1 First delivery of garbage and compostables carts - September 2012

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APPENDIX B

PRODUCT SPECIFICATION

(If proponents need to provide additional details, explanation or description, a separate appendix should be attached, with full reference to the location of the original question.)

<p>Item 1</p> <p>Garbage and Compostables Containers</p> <p>Specifications</p> <p><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>A. CONTAINER</p> <p>1. <u>General</u> All containers shall be new and unused. Containers shall conform to the best practices known to the trade in design, quality and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of the same type/sized containers.</p> <p><u>State:</u> What is offered.</p>	
<p>2. <u>Container Standards</u> Containers shall meet the requirements set forth in:</p> <ul style="list-style-type: none"> • ANSI Z245.30-2008 • ANSI Z245.60-2008 <p><u>Provide</u> From an independent party officially recognized to perform such analysis:</p> <ol style="list-style-type: none"> 1. Certified copies of results of each test set forth in Section 7.2.4 Appendix A - G, testing requirements of ANSI Z245.30-2008; test results shall include Loading and Unloading Test for Carts set forth in Appendix D for both semi-automated and fully automated lifters. 2. Certification that the containers meet the dimensional requirements of ANSI Z245.60-2008 Section 7.1, Requirements for Type B containers and 7.4, Requirements for Type G containers <p><u>State:</u> What is offered.</p>	
<p>3. <u>Lift Mechanism</u> Containers shall be designed to be lifted by both fully automated lifting systems and North American "bar-lock" style semi-automated lifting systems. Containers must be compatible with City of Vancouver collection trucks without requiring any modifications to the trucks. The City of Vancouver currently uses a combination of fully automated collection trucks (Sterling Condor chassis with PendPac body and mechanical arms and semi-automated rear-loading packers (GMC Chagnon with Labrie rear mounted tipper).</p> <p><u>State:</u> Compliance. (Yes or No)</p>	

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<p style="text-align: center;">Item 1</p> <p style="text-align: center;">Garbage and Compostables Containers</p> <p style="text-align: center;">Specifications</p> <p style="text-align: center;"><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>4. <u>Load Capacity</u> The assembled containers shall be designed to regularly receive and dump 3.5 pounds per US gallon of capacity, both static and during the complete lift and dump cycle.</p> <p><u>State:</u> Maximum load rating for each container size offered.</p> <p>120 Litre / 35 US Gallon : STATE LOAD RATING (IN POUNDS) 180 Litre / 48 US Gallon : STATE LOAD RATING (IN POUNDS) 240 Litre / 65 US Gallon : STATE LOAD RATING (IN POUNDS) 360 Litre / 95 US Gallon : STATE LOAD RATING (IN POUNDS)</p>	
<p>5. <u>Container Sizes</u> The container volume, excluding the lid, must be 120 Litre/35 US gallon, 180 Litre/48 US gallon, 240 Litre/65 US gallon, 360 Litre/95 US gallon (+/- 2%). Proponent must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest whole US Gallon).</p> <p>120 Litre / 35 US Gallon : STATE BODY CAPACITY 180 Litre / 48 US Gallon : STATE BODY CAPACITY 240 Litre / 65 US Gallon : STATE BODY CAPACITY 360 Litre / 95 US Gallon : STATE BODY CAPACITY</p> <p><u>State</u> What is offered.</p>	
<p>6. <u>Container Body</u> The body of the container shall be manufactured from first quality 100% virgin medium or high density polyethylene. Container body below the lid shall be one piece and be either rotationally or injection molded. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material. The containers will have a minimum nominal wall thickness of 0.150 inches (0.150").</p> <p><u>State</u></p> <ol style="list-style-type: none"> 1. What is offered. 2. Percent by weight of ultraviolet stabilizer for each colour offered. 3. Minimum nominal wall thickness for each size container offered. 	

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<p>7. <u>Lid</u> Each container shall be furnished with a lid manufactured from first quality 100% virgin polyethylene, either rotationally or injection molded. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.</p> <p>The lid design shall be crowned, not flat, to provide drainage. The lid shall be of such configuration that it shall not warp, bend, slump or distort to such an extent that it no longer fits the container tightly or becomes otherwise unserviceable.</p> <p>The lids shall be constructed such that they continuously overlap the container body so to prevent the inclusion of rainwater, rodents, birds and insects, and the emission of odours.</p> <p>The lids shall open or rotate a full 270 degrees (from the closed/horizontal position) and hangs open without stressing the lid or container body. The lid shall not bind on the handle in the open position.</p> <p>The lid must be easily detached from the body with a simple specialized tool to facilitate maintenance.</p> <p>The lid shall be designed to enable the free flow of refuse from the container during the dumping cycle.</p> <p>Each lid shall be one-piece construction with a hand grip, for lifting, moulded into the front of the lid. All lids shall be designed to allow the lid to be raised by hand without coming into contact with the bottom of the lid.</p> <p><u>State:</u> What is offered.</p>	
<p>8. <u>Resin Product</u> Resin shall be used for both the container body and the lid. The resin shall be a high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) resin. Resin material shall satisfy manufacturer's original specification for first quality raw material.</p> <p><u>State:</u> What is offered. Type of resin(s) used in the container bodies and lids. Weight of resin(s) used in the container body and lid only, for each container size.</p>	
<p>9. <u>Recyclable</u> The body of the container, the lid, and all other parts shall be 100% recyclable at the end of their useful life.</p> <p><u>State:</u> Compliance. (Yes or No)</p>	

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<p>10. <u>Handle</u> The handle will be an integrally molded part of the container body and shall not rotate on it's own axis.</p> <p>Each handle shall have two (2) grasping handles with grip openings of sufficient size to accommodate gloved hands. Clearance to cart body must not be less than 1.5 inches (1.5"). Handle diameter must not be less than one inch (1") in diameter.</p> <p><u>State:</u> 1. Compliance. (Yes or No) 2. State clearance to cart body. 3. State handle diameter.</p>	
<p>11. <u>Ease of Use</u> The container shall be easy to wheel when either full or empty. The container shall be constructed with an integrally molded-in foot tilting feature (or approved equivalent) designed into the axle area at the rear base of the body to facilitate tipping the container to move it.</p> <p><u>State:</u> Compliance. (Yes or No)</p>	
<p>12. <u>Colour</u> Resin shall contain colour pigment hot melt compounded into the base material. Colours shall be non-fading throughout the warranty. The colour and shade of containers shall be consistent and without noticeable variation from one to another.</p> <p>Colour of all container bodies shall be grey.</p> <p>Colour of container lids shall be:</p> <ul style="list-style-type: none"> • Black for Garbage • Green for Compostables <p>All colours to match colour of existing containers used by the City. Final colours to be determined, by the City, from samples furnished by the Vendor.</p> <p><u>State:</u> What is offered (provide sample colour).</p>	

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<p>13. <u>Wheels</u> Wheels shall be the Manufacturer's best quality available for the intended purpose.</p> <p>Wheels for 35 US gallon containers shall have a diameter of no less than 8 inches (8"). Wheels for 48 US gallon, 65 US gallon and 95 US gallon containers shall have a diameter of no less than 10 inches (10"). Tread width for all wheels for all containers shall be no less than 1.75 inches (1.75"). Wheels will be one piece and can be rotationally molded, blow molded or injection molded. Wheels may be molded from first quality 100% virgin polyethylene or post-consumer recycled material.</p> <p>The wheel assembly must be easily removed with a simple specialized tool to facilitate maintenance.</p> <p><u>State</u> What is offered (sample of wheel removal tool to be supplied).</p>	
<p>14. <u>Axles</u> Each container shall have a minimum 5/8" steel axle rod (either galvanized or zinc plated). The axle must pass through the container body, outside the refuse area, and be attached by means of a molded in axle sleeve or yoke supplying sufficient support to minimize stress and prevent bending of the axle.</p> <p>The axle shall be easily replaced in the field. The axle must be capable of supporting and transporting the fully loaded capacity of the container.</p> <p><u>State:</u> 1. What is offered. 2. Axle diameter and material, for each container size.</p>	
<p>15. <u>Grab Bars</u> A grab bar, compatible with all North American or Domestic style lifting devices, will be molded into each container, or constructed of tubular steel. Metal grab bars will be constructed of galvanized steel, have a minimum of 1 inch (1") outside diameter, and be easily replaceable in the field. To prevent leakage, body will be sealed and bar shall not penetrate the body.</p> <p><u>State:</u> What is offered.</p>	

SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

Item 1 Garbage and Compostables Containers Specifications <i>(Proponents: please do not write in this section)</i>	Make: Model: Proponents to indicate compliance or deviations with specifications below
<p>16. <u>Stability</u> The container shall be stable and self-balancing when in the upright position either loaded or empty. When the container is sitting on a surface, it shall sit flat to the surface. The container must be designed to withstand winds up to 30 miles per hour (30 MPH) as applied from any direction, when empty or loaded, lid open or closed. The container shall remain in the upright position when the lid is being opened. Containers shall meet slope stability test requirements set forth in ANSI Z245.30-2008 Appendix B for front, rear and side orientations.</p> <p><u>State:</u> What is offered. Provide wind tunnel testing documentation.</p>	
<p>17. <u>Finish</u> Interior and exterior surfaces shall be uniform in appearance and free of foreign substances, shrink holes, cracks, blow holes, webs and other superficial or structural defects that could adversely affect the appearance and performance of the container. The interior of the container shall be smooth. Exterior surface shall not hinder the container being picked up by a mechanical arm. Interior and exterior surfaces shall not support combustion or bacterial growth.</p> <p><u>State:</u> What is offered.</p>	
<p>18. <u>Durability</u> All parts of the container shall be usable for the warranty period of ten (10) years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is to be understood that the container will be gripped by hydraulically operated equipment and will come in regular contact with asphalt, concrete, and other rough surfaces.</p> <p>All containers shall remain durable in hot and cold temperature variations of this region. In addition, during the warranty period, the container and its component parts shall maintain sufficient strength, shape and appearance, and be resistant to blows, kicks and rodent penetration, such as to require no routine maintenance, in general be maintenance free.</p> <p><u>State:</u> What is offered in terms of durability. Warranty terms are to be addressed in Warranty Section below.</p>	

SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

<p style="text-align: center;">Item 1</p> <p style="text-align: center;">Garbage and Compostables Containers</p> <p style="text-align: center;">Specifications</p> <p style="text-align: center;"><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>19. <u>Identification/Hot Stamping</u> All containers shall be identified with wording and/or graphics hot stamped onto the lid and body of the containers. Markings, as required by ANSI Z245.30-2008, shall be molded into each lid. The City will work with the Vendor to determine the final type and arrangement of container markings.</p> <p>Each container shall have a serial number hot stamped onto the front of the cart body in contrasting colour and be a minimum of 1 inch (1") in height. The serial number be alphanumeric, and consist of a letter indicating the cart size, followed by 2-digits indicating the year of manufacture, and followed by a 5-digit sequential number unique to each container. The City will work with the Vendor to determine the final composition of serial numbers.</p> <p>Each container shall have the City of Vancouver's emblem and/or website address hot-stamped on both sides of the cart body. The City will work with the Vendor to determine the size and location of these hot-stamps.</p> <p>Graphics on all lids should match with existing graphics.</p> <p>Containers must be manufactured within six (6) months of delivery to the City. The manufacturer shall provide an electronic list, in Excel® format, referencing the date of manufacture to the serial number on each container body.</p> <p><u>State:</u> What is offered.</p>	
<p>20. <u>Safety</u> Carts shall be constructed so that children cannot get trapped inside.</p> <p>All inside and outside corners, on both lid and container body, shall be rounded, with no sharp edges or points to minimize risk of user injury.</p> <p><u>State:</u> Compliance. (Yes or No)</p>	
<p>21. <u>Stackability</u> Shape of body with lid, but without wheels & axels, shall allow containers to be stacked for easy transport and storage.</p> <p><u>State:</u> Compliance. (Yes or No)</p>	

SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

<p style="text-align: center;">Item 1</p> <p style="text-align: center;">Garbage and Compostables Containers</p> <p style="text-align: center;">Specifications</p> <p style="text-align: center;"><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>22. <u>20-gallon Insert</u> 20-gallon insert must fit into opening of 35-gallon container. Insert shall be injection molded, rotationally molded or blow molded plastic.</p> <p>Carts containing inserts shall be easily identifiable with the lid closed.</p> <p>Insert must be attached to the body of the container such that:</p> <ul style="list-style-type: none"> • insert will not fall out during the dumping process, and • homeowners are not capable of removing the insert. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 2. Volume of insert in US liquid gallons <p><u>Provide:</u> Complete printed manufacturer specifications, illustrations of units and manufacturing process description.</p>	
<p>23. <u>35 US Gallon Container Data</u></p> <p><u>State:</u> Manufacturer's exact specifications for the attributes of 35 US gallon container:</p> <ol style="list-style-type: none"> 1. Volume of Container Body (US Gallon) 2. Height (including lid) 3. Width 4. Hip of Gripping Surface Diameter 5. Average Wall Thickness 6. Average Lid Thickness 7. Wheel Diameter 8. Wheel Tread Width 9. Steel Axle Diameter 10. Weight of Complete Container 11. Complete Container Resin Weight 	

SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

<p style="text-align: center;">Item 1</p> <p style="text-align: center;">Garbage and Compostables Containers</p> <p style="text-align: center;">Specifications</p> <p style="text-align: center;"><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>24. <u>48 US Gallon Container Data</u></p> <p><u>State:</u> Manufacturer's exact specifications for the attributes of 48 US gallon container:</p> <ol style="list-style-type: none"> 1. Volume of Container Body (US Gallon) 2. Height (including lid) 3. Width 4. Hip of Gripping Surface Diameter 5. Average Wall Thickness 6. Average Lid Thickness 7. Wheel Diameter 8. Wheel Tread Width 9. Steel Axle Diameter 10. Weight of Complete Container 11. Complete Container Resin Weight 	
<p>25. <u>65 US Gallon Container Data</u></p> <p><u>State:</u> Manufacturer's exact specifications for the attributes of 65 US gallon container:</p> <ol style="list-style-type: none"> 1. Volume of Container Body (US Gallon) 2. Height (including lid) 3. Width 4. Hip of Gripping Surface Diameter 5. Average Wall Thickness 6. Average Lid Thickness 7. Wheel Diameter 8. Wheel Tread Width 9. Steel Axle Diameter 10. Weight of Complete Container 11. Complete Container Resin Weight 	

SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

<p style="text-align: center;">Item 1</p> <p style="text-align: center;">Garbage and Compostables Containers</p> <p style="text-align: center;">Specifications</p> <p style="text-align: center;"><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>26. <u>95 US Gallon Container Data</u></p> <p><u>State:</u> Manufacturer's exact specifications for the attributes of 95 US gallon container:</p> <ol style="list-style-type: none"> 1. Volume of Container Body (US Gallon) 2. Height (including lid) 3. Width 4. Hip of Gripping Surface Diameter 5. Average Wall Thickness 6. Average Lid Thickness 7. Wheel Diameter 8. Wheel Tread Width 9. Steel Axle Diameter 10. Weight of Complete Container 11. Complete Container Resin Weight 	
<p>27. <u>Other Data</u></p> <p><u>Provide:</u> Complete printed manufacturer specifications, published literature, and illustrations of units proposed. The specifications shall show, as a minimum:</p> <ol style="list-style-type: none"> 1. Manufacturing process for containers. 2. Resin material type, manufacturer, and name brand. 3. Detailed lid/hinge assembly description and attachment and detachment method. 4. Axle assembly material, dimensions, and attachment method. 5. Wheel material, dimensions, and attachment and detachment method. 	
<p>28. <u>Compatibility</u> All carts should have the same look, function, and compatibility to any existing carts currently used by the City.</p> <p><u>State:</u> Compliance. (Yes or No)</p>	
<p>29. <u>Delivery</u> Carts will be delivered to Central Stores at Manitoba Work Yard (250 West 70th Avenue, Vancouver, BC) within sixty (60) days of the City of Vancouver placing an order.</p> <p><u>State:</u> Compliance. (Yes or No) If "No", state number of business days from the date of order to the date of shipment</p>	

SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

<p>Item 1</p> <p>Garbage and Compostables Containers</p> <p>Specifications</p> <p><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>30. <u>Warranty</u></p> <p>The warranty must be for no less than ten (10) years and must specifically provide for no-charge replacement of any component parts, which fail in design, material or workmanship, for a period of ten (10) years after installation. The warranty shall include, but are not limited to, the following defects and/or the replacement of the defective parts:</p> <ul style="list-style-type: none"> • Failure of the lid to prevent rainwater from entering the container when closed on the container's body. • Damage to the container body, the lid or any component part through opening or closing the lid. • Failure of the body and lid to maintain their original shape. • Failure of the wheels to provide continuous, easy mobility, as originally designed. • Failure at attachment points for lids, hinges, wheels or other points of attachment. • Cracking, fading, splitting, peeling, weathering degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use. • Failure of any specified information, identification, marking, graphics, numerals, dating, lettering, language or symbols on containers to be clearly legible. • Failure of any portion of the bottom of the container body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces. • All transportation, taxes, customs, duties, excise, brokerage and other fees to deliver replacement containers or parts F.O.B. to the City's designated works yard as well as any such fees required to send defective parts back to the Vendor or manufacturer will be paid by the Vendor. • All parts of the container shall be usable for the warranty period of 10 years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is to be understood that the container will be gripped by hydraulically operated equipment and will come in contact with asphalt, concrete, and other rough surfaces. • All containers shall remain durable in hot and cold temperature variations of this region. In addition, during the warranty period, the container and its component parts shall maintain sufficient strength, shape and appearance, and be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and in general be maintenance free. • The Vendor shall guarantee continuous availability of a complete inventory of all replacement parts for the duration of the warranty beginning no later than the first day delivery commences. The replacement part stock requirements will be determined by the City and are subject to change. • Where any defect or failure annually affects more than 0.5% of all containers supplied, the Vendor will at its discretion either reimburse the City labour costs or, will furnish the labour necessary to facilitate the repair and redistribution of the containers, or repair in the field to ensure there is no interruption to the City's regular collection service. <p><u>Provide:</u></p> <p>The actual warranty certificate or warranty contract with all applicable terms and conditions and confirming that manufacturer and Vendor will be bound by such warranty.</p>	

SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS

<p>Item 1</p> <p>Garbage and Compostables Containers</p> <p>Specifications</p> <p><i>(Proponents: please do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model:</p> <p>Proponents to indicate compliance or deviations with specifications below</p>
<p>B. OPTIONS (Prices shall be shown in Schedule of Quantities & Prices only)</p>	
<p>1. <u>Multi Colour Lid Graphic</u> Multi colour lid graphic molded into each container lid. Containers may have wording and/or graphics applied to the lid of each cart indicating the type of material accepted in that cart. The City will work with the Vendor with respect to this artwork & working. All artwork would be approved by the City of Vancouver prior to manufacture.</p> <p><u>State:</u> What is offered.</p>	
<p>2. <u>Alternative Wheel Attachment</u> Wheels with an alternative method of attachment to the axle.</p> <p><u>State:</u> What is offered.</p>	
<p>3. <u>Rubber Wheels</u> Wheels flush-mounted with pressed rubber tires on High Density Polyethylene (HDPE) hubs with maintenance free bearings</p> <p><u>State:</u> What is offered.</p>	
<p>4. <u>Recycled Content</u> Container manufactured with up to 50% post consumer recycled polyethylene.</p> <p><u>State:</u> What is offered.</p>	
<p>5. <u>20 US Gallon Container</u></p> <p><u>State:</u> What is offered.</p> <p><u>Provide:</u> Complete printed manufacturer specifications, published literature, and illustrations.</p>	

APPENDIX C

PHOTO REFERENCE OF EXISTING GARBAGE AND COMPOSTABLES CARTS





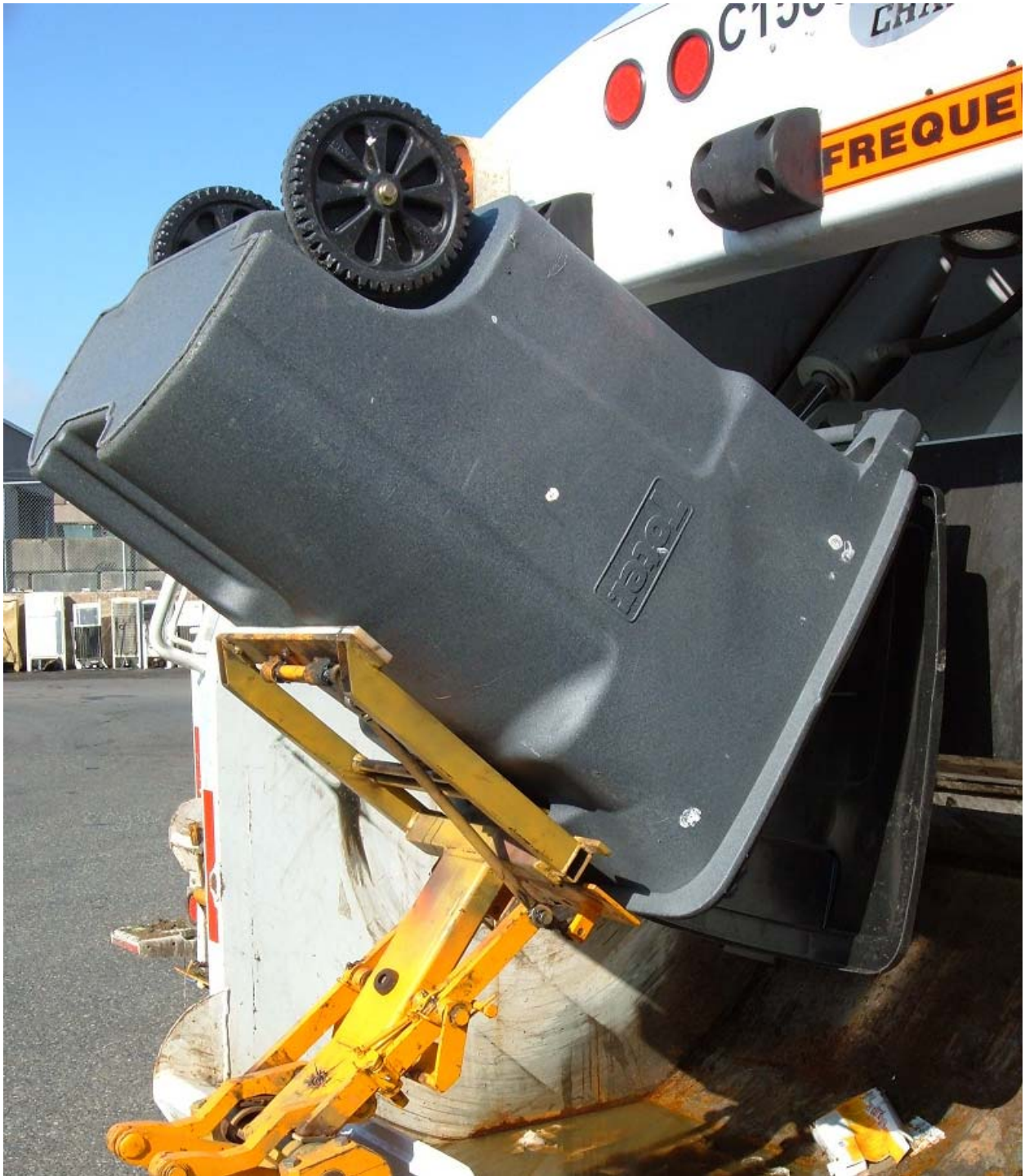
SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS



SHORT FORM REQUEST FOR PROPOSAL PS20120238
SUPPLY AND DELIVERY OF GARBAGE AND COMPOSTABLES CARTS







APPENDIX D
TERMS AND CONDITIONS

(see attached)

PRODUCT SUPPLY, DELIVERY AND INSTALLATION AGREEMENT

PS20120238

THIS AGREEMENT made as of _____, 200__ (the "Effective Date"),

BETWEEN:

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

(the "City")

AND:

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

WHEREAS:

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

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

1. DEFINITIONS AND INTERPRETATION

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

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

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- (e) "Completion Date" has the meaning set out in Section 8.1;
- (f) "Contract Documents" means this Agreement, the Proposal, the RFP and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;
- (g) "Delivery and Installation Services" has the meaning set out in Section 2 of Schedule A;
- (h) "Delivery Date" has the meaning set out in Section 8.1;
- (i) "Effective Date" has the meaning set out above, and means the first day of the Term;
- (j) "Event of Default" has the meaning set out in Section 23.2 of this Agreement;
- (k) "General Contractor" means the contractor retained by the City to undertake the renovation of the Premises;
- (l) "HST" means the tax payable and imposed pursuant to part IX of the Excise Tax Act (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
- (m) "Losses" means in respect of any matter all:
- (i) direct or indirect, as well as
 - (ii) consequential,
- claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);
- (n) "Manufacturer" in respect of a particular good means the manufacturer of that good;
- (o) "Pre-Delivery Services" has the meaning set out in Section 1 of Schedule A;
- (p) "Premises" means [INSERT ADDRESS]
- (q) "Products" means the [INSERT DESCRIPTION OF PRODUCTS] to be supplied to the City by the Supplier, as more particularly set out in the Schedules to this Agreement;
- (r) "Product Specifications" has the meaning set out in Section 6.1;
- (s) "Project" means [INSERT PROJECT DESCRIPTION];
- (t) "Project Manager" is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 25 of this Agreement, and is subject to change in accordance with Section 25.5 of this Agreement;
- (u) "Proposal" means the response to the RFP submitted by the Supplier on [INSERT DATE] together with all correspondence between the City and the Supplier related thereto;
- (v) "Purchase Order" has the meaning set out in Section 9.1;

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- (w) "RFP" means Request for Proposals # _____ issued on _____;
 - (x) "Services" has the meaning set out in Section 4.1;
 - (y) "Standard of Work" means the highest of:
 - (i) the standard imposed by law;
 - (ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
 - (iii) the standard set forth in the Proposal;
 - (iv) the standard set forth in the RFP; and
 - (v) the standard otherwise prescribed in this Agreement;
 - (z) "Supplier's Personnel" means the Supplier's staff who are assigned to this Agreement to undertake the Services;
 - (aa) "Supplier's Facility" means the Supplier's business premises;
 - (bb) "Subcontractors" means the independent consultants, agents, associates, subcontractors and other third parties retained by the Supplier to assist in the performance of the Services;
 - (cc) "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;

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- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
 - (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

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

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

2. **SUPPLIER'S REPRESENTATIONS AND WARRANTIES**

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

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Services;
- (b) the Supplier is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business licence and will maintain such business licence in good standing for the Term;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products;

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- (g) the Supplier and the Supplier's Personnel and Subcontractors have the skills, training, experience and expertise which are necessary to complete the Services in accordance with the terms of this Agreement;
 - (h) the Products meet or exceed the Product Specifications and the Supplier will install the Products in accordance with the Manufacturer's recommendations and requirements; and
 - (i) all Products will be new and the model approved by the City and free from defects and/or imperfections in material, workmanship or design.
- 2.2 **Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier termination of this Agreement.
3. **PURCHASE OF THE PRODUCTS**
- 3.1 Subject to the terms and conditions of this Agreement, the City agrees to purchase and the Supplier agrees to sell the Products listed in Schedule D of this Agreement to the City at and for the unit prices stated in Schedule D.
4. **SERVICES**
- 4.1 **Description of Services.** In addition to selling the Products to the City, the Supplier will provide and be fully responsible for the following services (collectively, the "Services"), as may be modified or amended pursuant to the terms of this Agreement:
- (a) the Pre-Delivery Services and the Delivery and Installation Services described in Schedule A of this Agreement;
 - (b) the services described elsewhere in this Agreement;
 - (c) the services described in the Proposal;
 - (d) any services not specifically covered in (a), (b), or (c) above, but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services.
- 4.2 **Provision of Service Inputs and Personnel.** The Supplier will provide all labour, supervision, management, facilities, equipment, tools, supplies, fuel and materials necessary, appropriate or incidental to the proper and complete execution of the Services. Schedule A describes in general terms how the Supplier is to perform the Services. However, if there is any discrepancy in the description of the requirements or any omission of criteria, whether or not identified by the City, which would be detrimental to the benefits intended to be provided to the City by this Agreement then the Supplier will rectify such discrepancy or omission to the satisfaction of the City without further compensation.
- 4.3 **Term.** The Supplier will perform and complete the Services commencing on the Effective Date and in accordance with the City's timetable indicated herein, ending on the date that the Services are completed to the satisfaction of the City (the "Term").
- 4.4 **Standard of Care.** The Supplier will exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Supplier represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were

a major factor in the selection of the Supplier for the work set out in this Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.

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

4.6 **Cooperation and Coordination Regarding Performance of Services.** The Supplier will cooperate, and coordinate the performance of the Services with the City's personnel and the City's contractors, subcontractors, consultants and suppliers including the General Contractor and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing delays. Notwithstanding the foregoing, the Supplier will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

5. CHANGES TO SERVICES

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

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

6. PRODUCT SPECIFICATIONS AND DRAWINGS

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

7. COMPENSATION

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

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

7.3 **Supplier's Costs.** The fees for the Delivery and Installation Services and the prices for the Products set out in Schedule D include all of the Supplier's profit and all of the Suppliers costs whatsoever, including storage, labour, supervision, management, facilities, overhead, office

expenses, equipment, transportation, fuel, delivery, brokerage costs, import duties, taxes (except HST, as applicable) tools, supplies and materials.

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

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

8. SCHEDULE

8.1 **Delivery Date and Completion Date.** The Supplier will commence the Delivery and Installation Services on **[INSERT DELIVERY DATE]** (the “**Delivery Date**”) and complete the Delivery and Installation Services to the satisfaction of the City by **[INSERT COMPLETION DATE]** (the “**Completion Date**”).

8.2 **Changes to Schedule.** The City may change the Delivery Date to account for changes in the Project schedule generally. If the City changes the Delivery Date then the Completion Date will also change by a corresponding number of days and the City will give the Supplier written notice of such change. Notwithstanding the foregoing, the Delivery Date will not occur before **[INSERT DATE]**.

9. ORDERING PRODUCTS

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

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

10. TITLE AND RISK

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

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

11. PRODUCT WARRANTY

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

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

immediately remedy any defect in the Products and any damage arising from that defect during the Warranty Period.

12. EXCLUSIVITY

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

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

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

13. SUBCONTRACTORS

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

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

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

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

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

14. COMPLIANCE WITH LAWS AND TAXES

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

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

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

15. POLICIES, RULES AND REGULATIONS

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

- (a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;
- (b) environmental matters;
- (c) accessibility matters;
- (d) sustainability matters;
- (e) the use of specific materials, goods or services;
- (f) public information and communications; and
- (g) such other matters as the City may from time to time deem necessary or desirable in its reasonable determination.

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

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

16. RELATIONSHIP OF THE PARTIES

16.1 **Status.** The Supplier is engaged as an independent contractor to the City for the sole purpose of supplying the Products and providing the Services. Neither the Supplier nor any of the Supplier's personnel is engaged as an official, officer, employee, servant or agent of the City, and neither the Supplier nor any of the Supplier's personnel will enter into or purport to enter into any contract or subcontract on behalf of the City. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Supplier and will not be consultants, agents, associates or subcontractors of the City. It is understood and agreed that

the Supplier will act as an independent contractor to the City and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Supplier is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

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

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

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

17. PAYMENT

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

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

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

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

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

17.4 **Time for Payment.** Except for any amounts which the City is in good faith disputing, any set off which the City may claim, any amounts in respect of which the City has requested and not received supporting evidence under Section 17.5, and any holdback required to be made under

Applicable Law, the City will pay invoices submitted by the Supplier within 30 days of receipt thereof.

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

18. WORKSAFEBC COMPLIANCE

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

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

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

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

19. INSURANCE AND INDEMNITY

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

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

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

The policy of insurance will:

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

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

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

19.4 Neither the providing of insurance by the Supplier in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will

be held to relieve the Supplier from any other provisions of the Contract Documents with respect to liability of the Supplier or otherwise.

- 19.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officers, officials, employees, or agents will be excess of the Supplier's insurance and will not contribute with it.
- 19.6 Prior to the Effective Date, the Supplier will provide the City with evidence of all required insurance to be taken out in the form of a "Certificate of Insurance" (on the City's form) and supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Supplier will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Project Manager at any time during the Term immediately upon request.
- 19.7 The Supplier will provide in its agreements with its Subcontractors clauses in the same form as in this Section 19. Upon request, the Supplier will deposit with the Project Manager detailed certificates of insurance for the policies it has obtained from its Subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.
- 19.8 The Supplier will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- 19.9 **Responsibility and Liability.** The Supplier hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any wilful misconduct or negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the terms of this Agreement.
- 19.10 **Indemnity.** The Supplier will defend, indemnify and hold harmless the City and all of its past and present directors, officers, officials, employees, agents and representatives from and against all Losses, of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:
- (a) the performance of the Services by the Supplier or the failure by the Supplier to perform the Services;
 - (b) any wilful misconduct or any negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between the Supplier and any Subcontractor, and any failure or deficiency by the Supplier or any Subcontractor in providing the Services;
 - (c) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Products to the City; and
 - (d) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process or otherwise.

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

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

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

20. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

21. NO PROMOTION

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

22. SUSTAINABILITY

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

23. TERMINATION

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

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

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

- (a) the Supplier is in breach of any covenant, obligation or representation hereunder and such breach persists unremedied for a period of ten (10) Business Days after the City has provided the Supplier with written notice of and particulars of the breach or alleged breach, provided that the City may terminate without providing a cure period

with respect to actions of the Supplier that are part of a continuing course of conduct in respect of which prior written notice has been given;

- (b) any Product which the Supplier has agreed to supply to the City does not meet the Product Specifications for that Product as determined by the City;
- (c) the Supplier is not able to supply any Product by the Delivery Date or complete the Delivery and Installation Services by the Completion Date;
- (d) there occurs or, in the reasonable opinion of the City, there exists a threat of, a strike, lockout, work slowdown, labour disturbance, or refusal to work by the employees or Subcontractors of the Supplier;
- (e) the Supplier is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it; or
- (f) any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the City's reasonable determination, have an adverse impact on the delivery of the Services.

- 23.3 **Termination Payment.** Where this Agreement is terminated under Section 23.1, the City will pay to the Supplier such part of the compensation as the City, acting reasonably, determines has been earned by the Supplier to the date of termination less any amounts held by the City on account of damages, losses or costs resulting from an Event of Default. Payment pursuant to this Section will not include any amounts for lost revenue or lost profit of the Supplier. Upon the termination of this Agreement and payment as required hereunder, the City will have no further obligation or liability to the Supplier with respect to compensation payable to the Supplier hereunder and may as a condition of final payment under this Agreement require the Supplier to execute and deliver a release and discharge in favour of the City in relation to the compensation payable to the Supplier hereunder.
- 23.4 **Remedy for Default.** In the case of an Event of Default or if the Supplier fails to supply and provide the Services or any part thereof in accordance with this Agreement, the City may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Supplier all extra costs and expenses in doing so. The City will be under no obligation to remedy any failure or deficiency on the part of the Supplier and will not incur any liability to the Supplier for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.
- 23.5 **Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein.
- 23.6 **Suspension of Services.** The City may, at any time and from time to time by delivery of notice in writing to the Supplier, suspend the performance of the Services for the period of time specified in such notice. In that event the City will pay to the Supplier such part of the compensation as can reasonably be considered to have been earned by the Supplier to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Supplier will have no claim against the City for any costs, expenses, damages or other liabilities suffered or incurred by the Supplier as a result of any suspension hereunder unless otherwise agreed by the City in writing.

24. ASSIGNMENT

- 24.1 **No Assignment by Supplier without Consent.** The Supplier will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.
- 24.2 **Change of Control.** If the Supplier is a company, then any change in the control of the company will be deemed to constitute an assignment for the purposes of Section 24.1.
- 24.3 **Effect of Assignment.** No assignment permitted by the City will relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- 24.4 **Assignment by the City.** The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

25. CONTRACT ADMINISTRATION

- 25.1 **City Project Manager.** For the purposes of this Agreement, the City designates [INSERT NAME] or their delegate as its Project Manager.
- 25.2 **Supplier Project Manager.** For the purposes of this Agreement, the Supplier designates [INSERT NAME] as its Project Manager.
- 25.3 The Project Manager will be the primary point of contact for each party in the administration of this Agreement.
- 25.4 The Supplier's Project Manager will meet with the City's Project Manager(s) on a regular basis and at the time and place requested by the City to address any issues which may arise under this Agreement.
- 25.5 **Changes in Project Manager.** Either party may change its Project Manager and/or its Project Manager's address, telephone and/or fax number by written notice to the other party given in accordance with Section 26.1 of this Agreement.

26. NOTICES

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

TO THE CITY:

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

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

TO THE SUPPLIER:

[INSERT NAME]
[INSERT ADDRESS]

Attention: [INSERT NAME]

Fax: [INSERT FAX]

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

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

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

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

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

27. TIME FOR PERFORMANCE

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

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

28. DISPUTE RESOLUTION

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

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- 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)

Director of Legal Services

Director of Facilities and Design Management

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

Authorized Signatory

Authorized Signatory

SCHEDULE A

SERVICES

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

1. Pre-Delivery Services

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

(a) Shop Drawings and Product Literature

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

(b) Samples

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

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

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

(c) Site Meetings

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

(d) Storage

If the City is not ready for the Supplier to deliver and commence installation of the Products on the Delivery Date then the Supplier will store the Products at the

Supplier's Facility, or a comparable facility, at the Supplier's cost, until the City notifies the Supplier that it may commence delivery and installation of the Product.

2. Delivery and Installation Services

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

(a) Delivery

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

(b) Installation

The Supplier will:

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

(c) Temporary Products

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

(d) **Clean-Up**

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

(e) **Disposal and Recycling**

The Supplier will remove from the Premises all debris, waste or packaging generated by the performance of the Services by the Supplier and will recycle all materials which are capable of being recycled. The Contractor will dispose of any materials which cannot be recycled in accordance with Applicable Laws.

(f) **Demonstration and Acceptance by City**

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

(g) **Manuals and Warranty Documentation**

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

(h) **Training**

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

(i) **Warranty Services**

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

[insert any project specific warranty service requirements e.g. support services line, call out services etc.]

SCHEDULE B
SPECIFICATIONS
[SEE ATTACHED]

SAMPLE

SCHEDULE C
DRAWINGS
[SEE ATTACHED]

SAMPLE

SCHEDULE D
PRICING AND PAYMENT PLAN
[SEE ATTACHED]

SAMPLE

SCHEDULE E
PROJECT SCHEDULE
[SEE ATTACHED]

SAMPLE

SCHEDULE F
INSURANCE CERTIFICATE
[SEE ATTACHED]

SAMPLE

SCHEDULE G
WORKSAFE BC CERTIFICATE
[SEE ATTACHED]

SAMPLE

SCHEDULE H
PROPOSAL
[SEE ATTACHED]

SAMPLE

APPENDIX E

CERTIFICATE OF EXISTING INSURANCES

(see attached)



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

Including the following extensions:	INSURER _____
✓ Personal Injury	POLICY NUMBER _____
✓ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
✓ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
✓ Cross Liability or Severability of Interest	Per Occurrence \$ _____
✓ Employees as Additional Insureds	Aggregate \$ _____
✓ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
✓ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated _____