



## REQUEST FOR PROPOSAL

### GRAFFITI REMOVAL SERVICES

RFP No. PS20130397

Issue Date: March 7, 2014

Issued By: City of Vancouver

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- 1.0 THE RFP
- 1.1 This Request for Proposal (the “RFP”) provides an opportunity to submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.
- 1.2 The RFP concerns the City’s interest in procuring graffiti removal services for various City-owned public sites and assets. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B and Annex 1 of the RFP.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that must be contained in each Proposal.
  - (c) PART C - PROPOSAL FORM: This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.
  - (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

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2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

EVENT	TIME AND DATE
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00 p.m., March 13, 2014
Information Meeting	1:00 p.m., March 14, 2014
Deadline for Enquiries	3:00 p.m., March 25, 2014
Closing Time	3:00 p.m., April 1, 2014

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Gamaliel Martinez  
Contracting Specialist  
Email: [gamaliel.martinez@vancouver.ca](mailto:gamaliel.martinez@vancouver.ca)

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents must submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

4.2 Each Proponent must submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("RFP PS20130397 - Graffiti Removal Services") to the following address:

Supply Chain Management  
City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,  
Vancouver City Hall  
453 West 12th Avenue  
Vancouver, British Columbia V5Y 1V4  
Attention: Supply Chain Management

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- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form (Part C), completed and duly executed by the relevant Proponent, including Appendix 1 thereto.
- 4.4 Proposals must not be submitted by fax or email.
- 4.5 Amendments to a Proposal may be submitted in the same manner as the original Proposal, at any time prior to the Closing Time.
- 4.6 The City requests that each Proponent submit:
- (a) three (3) bound hard copies of its Proposal, excluding the Commercial Proposal referred to in Section 3.3 of Part B; and
  - (b) one (1) electronic copy of the entire Proposal, including the Commercial Proposal referred to in Section 3.3 of Part B, and signed copies of all amendments to the RFP, if any, issued by the City.
- 4.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 4.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 An information meeting (the "Information Meeting") will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:
- Date: as specified in Section 2.1 above.
- Time: as specified in Section 2.1 above.
- Location: Cityscape Meeting Room  
507 West Broadway, 5<sup>th</sup> Floor  
Vancouver, British Columbia V5Z 0B4

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- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 Potential Proponents interested in attending the Information Meeting are to pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A, by fax to 604-873-7057, or by e-mail to [gamaliel.martinez@vancouver.ca](mailto:gamaliel.martinez@vancouver.ca), on or before the time and date specified in Section 2.1 above.
- 5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.
- 6.0 CONTRACT REQUIREMENTS**
- 6.1 In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.
- 6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.
- 6.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.
- 7.0 PRICING**
- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes charged upon the sale of the services, but inclusive of all other costs. Any PST on materials to be used by the Proponent must be included in the prices quoted. The City will not be charged PST.
- 7.2 Prices must be quoted in Canadian currency.
- 7.3 Fixed prices must be quoted for the full term of the Proponent's proposed agreement.
- 7.4 Prices are to be quoted DDP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other costs are to be included in quoted prices.
- 8.0 EVALUATION OF PROPOSALS**
- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives to determine which Proposal or Proposals offer the overall best value to the City based on price, quality, service, innovativeness, environmental or sustainability concerns or benefits and other criteria including, but not limited to Proponents':
- (a) ability to deliver the Requirements (as defined in Part B) as and when required;
  - (b) skills, knowledge and previous experience in graffiti removal services and all other Requirements as set out in Part B;
  - (c) proposed plans and work schedules, including but not limited to

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- (i) management and reporting processes;
  - (ii) technical processes and methodologies for removing graffiti on various types of surfaces;
  - (iii) work plans for distinct type of services such as regular, call-out and emergency services;
  - (iv) overall capacity to allocate and increase resources as necessary to meet requirements (volume) in the event these increase;
  - (v) auditing processes;
  - (vi) 24-hour dedicated line availability;
  - (vii) patrol route schedule(s);
  - (viii) social sustainability work plan;
  - (ix) environmental management practices and products;
  - (x) key performance indicators;
  - (xi) training program; and
  - (xii) transition and implementation processes;
- (d) business reputations and capabilities, including Proponents' resources such as labour, tools and equipment;
  - (e) levels of sustainability leadership as identified in Proponents' completed Assessment of Vendor Sustainability Leadership Questionnaires;
  - (f) completed and signed Declarations of Supplier Code of Conduct Compliance; and
  - (g) ability to meet the City's insurance requirements.

Certain other evaluation criteria may be set out in Part B or elsewhere in the RFP.

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.
- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.
- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:

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- (a) accept any Proposal;
- (b) reject any Proposal;
- (c) reject all Proposals;
- (d) accept a Proposal which is not the lowest-price proposal;
- (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
- (f) reject a Proposal even if it is the only Proposal received by the City;
- (g) accept all or any part of a Proposal;
- (h) split the Requirements between one or more Proponents; and
- (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

#### 9.0 SUSTAINABILITY

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

#### 10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

#### 11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.
- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents must note that:
- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to

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any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.

- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (a) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (b) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (c) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (d) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (e) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (f) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.
- (g) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (h) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.

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- (i) Each Proponent must disclose whether any officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
  - i. an elected official or employee of the City; or
  - ii. related to or has any business or family relationship with any elected official or employee of the City,in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City.
- (j) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party.
- (k) Each Proponent is required to disclose whether the Proponent has any affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and whether the Proponent is competing for purposes of the RFP process with any entity with which it is legally or financially associated or affiliated.
- (l) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process.
- (m) A Proponent must not disclose or promote any relationship between it and 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, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.

## 12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) "Agreement" means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) "Call Out Services" means graffiti removal services not part of scheduled patrol services and on a call-out basis as further described in Annex 1;
- (c) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (d) "Form of Agreement" means the form of agreement contained in Part D of the RFP;

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- (e) “Person(s) with Barriers to Employment” means an individual or individuals who is/are supported through a recognized, pre-approved employment program for people with barriers to employment (such as Access/BladeRunners and Potluck Café’s Recipes for Success services), which barriers could , without limitation, addictions, disabilities, mental health issues, and newcomer or refugee status;
  - (f) “Proponent” means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
  - (g) “Proposal” means a proposal submitted in response to the RFP;
  - (h) “Proposal Form” means the form contained in Part C of the RFP;
  - (i) “Social Enterprise” has the meaning set out in Section 1.3 of Part B; and
  - (j) “RestART” means a restorative justice through art workshop where participants, who are referred to the program by the Vancouver Police Department, work with mentor artists, City officials and community members to discuss the impacts of graffiti and the need for collective responsibility in finding solutions and alternative options to the negative ramifications of graffiti.
- 12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

APPENDIX 1 TO PART A



FINANCIAL SERVICES GROUP  
Supply Management

Re: Request for Proposal No. PS20130397, Graffiti Removal Services

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Gamaliel Martinez  
City of Vancouver  
Fax: 604-873-7057  
Email: [gamaliel.martinez@vancouver.ca](mailto:gamaliel.martinez@vancouver.ca)

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

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

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

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

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

Our company WILL  / WILL NOT  attend the information meeting for Request for Proposal No. PS20130397, Graffiti Removal Services.

Signature

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

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1.0 BACKGROUND

1.1 Integrated Graffiti Management Program Strategy

The issue of graffiti has been a growing challenge both in Vancouver and regionally. To manage graffiti within the City, the City has established the Integrated Graffiti Management Program. Under this program, the City's Engineering Services department coordinates the anti-graffiti efforts of City departments, the Vancouver Police Department and the Board of Parks and Recreation.

As part of the program, the City has identified a five-pronged strategy:

- Eradication;
- Enforcement;
- Education;
- Engagement; and
- Evaluation and data collection.

For graffiti management to be effective, graffiti needs to be wiped out quickly whenever it appears. The integrated program staff is working to educate and support community groups, businesses and residents on graffiti eradication.

This RFP for graffiti removal services on City property and is a key part of the City's strategy in eradicating and preventing graffiti from occurring.

1.2 Sites

The City operates various sites throughout the city through its Engineering Services department and Board of Parks and Recreation ("Parks") as described in Annex 2. While the scope of work, as further defined in Annex 1, relates to the sites listed in this RFP, it is expected that such list will change throughout the term of the Agreement, should one be entered into.

In addition, the City may from time to time during the term of an Agreement add all or part of the type of assets described in 2.7(e) of Annex 1.

1.3 Social Sustainability Objectives

The Sustainability section of the City's Procurement Policy aligns the City's overall approach to procurement with the City's long-term priorities related to people, prosperity and the environment. The City's Healthy City Strategy, currently under development, focuses on developing a healthy city for all including the creation of meaningful and supported employment for Person(s) with Barriers to Employment. As such the City is interested in and strongly encourages proposals that incorporate the use of a Social Enterprise and/or provide employment or training opportunities to one or more Person(s) with Barriers to Employment to undertake the Graffiti removal services set out hereunder.

The Social Enterprise Council of Canada defines social enterprises as follows: "Social enterprises are businesses owned by nonprofit organizations, that are directly involved in the production and/or selling of goods and services for the blended purpose of generating income and achieving social, cultural, and/or environmental aims. Social enterprises are one more tool for non-profits to use to meet their mission to contribute to healthy communities." In addition to having the aforesaid blended purpose, to qualify as a "Social Enterprise" for purposes hereof, an entity must:

- be a business operated by a registered non-profit, charity, or community services co-op;
- have a product or service that it sells to customers; and
- have a defined social and/or environmental mandate.

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2.0 CITY REQUIREMENTS

- 2.1 The City has the following preferences, objectives and requirements (together, the “Requirements”) described generally in this section but in more detail in Annex 1 of this RFP:
- (a) patrol and provide graffiti removal services to various City sites operated by Engineering Services and/or Parks;
  - (b) provide graffiti removal services on an scheduled and emergency call-out basis;
  - (c) collaborate in strategic efforts with Engineering Services and Parks to achieve desired objectives to reduce graffiti;
  - (d) perform highly complex graffiti removal work on specialized sites and assets; and
  - (e) supply all other services as further described in Annex 1 of this RFP.
- 2.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
- 2.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.
- 2.4 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

3.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

- 3.1 Each Proposal must have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.
- 3.2 Each Proposal must contain a section titled “Technical Proposal,” which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 2 of this Part B, subsections 3.2(a) to 3.2(j) below, and the numbered sections of Annex 1 to the RFP:
- (a) Each Technical Proposal must contain a section titled “Proponent Overview,” which must provide a description of the Proponent’s company, purpose and history of successes.
  - (b) Each Technical Proposal must contain a section titled “Key Personnel,” which must identify and provide professional biographical information relating to graffiti removal services for the key personnel that would perform the Proponent’s work, outlining their intended roles in meeting the Requirements and include a complete organization chart, identifying all roles and areas of responsibility.
  - (c) Each Proponent should make clear in its Technical Proposal its relevant knowledge and experience, as an organization, and that of its proposed personnel, including any relevant professional certifications and/or training.
  - (d) Each Technical Proposal must contain a section titled “References,” which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past two years, along with letters of recommendation for services similar to those described in this RFP.

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- (e) Each Technical Proposal must contain a section titled “Subcontractors,” which must list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. (Note that if the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City).
- (f) Each Technical Proposal must contain a section titled “Work Plan,” which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent’s work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing other sections of the “Technical Proposal” where appropriate and should include:
- (i) a proposed work plan/methodology for:
- .1 identifying graffiti, tracking graffiti, responding to 3-1-1 service requests and reporting all graffiti removal work performed;
  - .2 graffiti removal services for different surfaces, descriptions of tools and equipment to be used, labour requirements and typical times required to complete the work;
  - .3 mobile services, including number of staff and technicians, whether additional staff will be needed, and the type of training received or to be provided, and the size and type fleet;
  - .4 graffiti removal services for heritage sites, as set out in Annex 1, generally describing the tools and equipment used, labour requirements and typical time required to complete the work;
  - .5 increasing capacity to handle additional sites to service;
  - .6 meeting the “zero discharge” and “zero pollution” standards for treatment of graffiti set out in the City of Vancouver Best Management Practices for Graffiti Removal, included herein as Annex 3, in particular describing the method to
    - (i) minimize the use of water;
    - (ii) minimize the use of chemical products;
    - (iii) choose the most environmentally friendly removal process possible;
    - (iv) choose the most environmentally responsible chemicals possible; and
    - (v) contain waste water during pressure washing so that it does not discharge to stormwater inlets, watercourses, or sewer drains;
  - .7 emergency service requests;
  - .8 a 24-hour emergency line;
  - .9 auditing performance of the work; and
  - .10 online capabilities, if any;
- (ii) a proposed work plan addressing whether and, if so, how the Proponent proposes to include the use of a Social Enterprise and/or Person(s) with Barriers to Employment. The social sustainability work plan should:
- .1 define the scope of work, such as allocated number of hours per month, sites or assets to be serviced, and role and responsibilities;
  - .2 identify any challenges and opportunities in implementing this work plan, and recommendations in that regard;
  - .3 describe the training program specific to the needs and challenges identified by the Proponent in carrying out this work plan;

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- .4 regarding the social sustainability work plan, state the Proponent's proposed breakdown of total person hours per month; and
  - .5 person hours per month as a percentage of overall operation person hours per month.
- and if the Proponent chooses to propose a work plan that involves a Social Enterprise, in addition to Section 3.2(f)(ii).1 above, then describe the Social Enterprise, including:
- .6 the products and services the social enterprise offers;
  - .7 the name of the registered non-profit organization, charity or community services co-operative that "owns" or operates the social enterprise;
  - .8 the social, environmental or cultural mandate of the non-profit organization, charity or community services co-operative; and
  - .9 barriers to employment currently being addressed by the social enterprise;
- or if the Proponent chooses to propose a work plan that involves Person(s) with Barriers to Employment, in addition to Section 3.2(f)(ii).1 above, then provide the following:
- .10 the name of the employment or training program being used to support the success of employees (e.g., ACCESS/Bladerunners); and
  - .11 the types of barriers to employment being addressed by the employment or training program being used to support the individual with barriers to employment;
- (iii) a proposed patrol route schedule;
  - (iv) a sample of the Proponent's training program in:
    - .1 graffiti removal, including environmental best practices;
    - .2 painting;
    - .3 workplace safety; and
    - .4 professional development and/or training initiatives to enable ongoing professional development and up to date knowledge;
  - (v) a proposed set of key performance indicators;
  - (vi) a description of the Proponent's reporting process including samples of before and after photos of its work;
  - (vii) the proposed transition and implementation process, for those sites listed in Annex 2 and 9 respectively, including an estimated timeline proposing when patrol services would commence after execution of an Agreement;
  - (viii) a list of any assumptions, challenges and opportunities with respect to any of the subsections under this Section 2.2(f); and
  - (ix) any additional services offered but not listed.
- (g) The City is committed to environmental and social sustainability. Therefore, each Technical Proposal must contain a section titled "Sustainability," wherein the Proponent should provide the information requested below, and in addition complete and include:
    - .1 the "City of Vancouver Assessment of Vendor Sustainability Leadership Questionnaire (for Services Providers)" set out as Annex 6;
    - .2 the City's "Declaration of Supplier Code of Conduct Compliance" set out as Annex 7; and
    - .3 the Proponent's Chemical Products List, attached hereto as Annex 8.

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- (i) Describe how the Proponent is reducing the greenhouse gas emissions associated with:
  - .1 vehicle fleet; and
  - .2 equipment use;
- (ii) provide a description of the Proponent's proposed efforts to choose the most environmentally sensitive cleaning and removal products (including third-party eco-certification where applicable) aimed at reducing toxins and hazardous substances in the workplace and the environment, and include an estimated percentage of total product use represented by the more environmentally friendly products;
- (iii) provide a list of the types of exterior paint to be used and state if such types of exterior paint have any of the following sustainability-related characteristics:
  - .1 low or no volatile organic compounds;
  - .2 water-based rather than oil-based; or
  - .3 post-consumer recycled content, indicating percentage if applicable.
- (h) Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. The Proponent should provide details as to those innovative or novel approaches. Unless otherwise stated, it is understood that there are no extra costs associated with such approaches. However, if there are any additional costs pertaining thereto, a summary and explanation of those costs should be included as part of the Proponent's Commercial Proposal.

The City would be interested in helping reduce material and procurement costs through various supplier initiatives such as services rationalization and volume discounts. Any cost reduction activities should be described in the Proponent's proposal, specifying the methodology, timeline (e.g., phase approach, multi-year process, etc.) and criteria to evaluate results.

- (i) If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) should be provided separately in the appendix.

3.3 Each Proposal must contain a section titled "Commercial Proposal," which should contain:

- (a) full details of the Proponent's proposed pricing and payment terms, which must be in accordance with Section 7.0 of Part A in the RFP, addressing:
  - (i) a monthly service fee, inclusive of:
    - .1 weekly patrols and removal of graffiti;
    - .2 service calls completed within three calendar days of being placed;
    - .3 hate/racist/offensive service calls completed within two (2) hours of being placed;
    - .4 management and administration, including reporting and auditing;
    - .5 a maximum of 50 services requests for Call Out Services for both Engineering Services and Parks sites combined;
    - .6 a maximum of 40 hours per year for Community Paint Out projects and RestART as described in Annex 1;
    - .7 a maximum of 24,000 sq. feet, per year of primer for murals
    - .8 a maximum of 24,000 sq. feet, per year of sacrificial coating for murals

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- .9 all labour, equipment, materials, transportation, facilities, permits, fees, taxes (except sales tax), profit and overhead;
    - (ii) a unit rate for each service request for Call Out Services beyond the 50 service requests covered in the monthly fee;
    - (iii) unit rates for surface areas:
      - .1 graffiti removal services for surface areas 0-1,999 sq feet;
      - .2 graffiti removal services for surface areas 2,000-4,999 sq feet;
      - .3 graffiti removal services for surface areas 5,000-7,500 sq feet;
      - .4 graffiti removal services for surface areas over 7,500 sq feet;
      - .5 premier coat on surface areas for community murals (per sq foot);
      - .6 protective coat of painting on murals (per sq foot);
      - .7 sacrificial coating for surface areas (per sq foot);
      - .8 etchiti and scratchiti removal for surfaces (per sq foot); and
      - .9 hourly rate to assist with Community Pain Out and RestART programs as described in Annex 1;
    - (iv) additional pricing for services proposed by the Proponent but not listed in this RFP; and
    - (v) regarding a social sustainability work plan, the Proponent's proposed:
      - .1 breakdown of total person hours per month; and
      - .2 person hours per month as a percentage of overall total person hours per month.
  - (b) Responses to Section 3.3(a) above should be completed using the format provided in Annex 5.
  - (c) Reference should be made to the foregoing Section 3.2(f) of this Part B and sections in Annex 1 for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.
- 3.4 Proponents should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 3.5 Notwithstanding any provision hereof, each Proposal must contain a section titled "Deviations and Variations," in which the Proponent should:
- (a) note proposed deviations or variations from the Requirements, even if such deviations or variations are also noted elsewhere in the Proposal;
  - (b) detail proposed amendments to the Form of Agreement; or
  - (c) if there are no proposed deviations or variations, the Proponent must state that its Proposal is fully consistent with the Requirements and the Form of Agreement.
- 3.6 Each Proponent is to submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 4 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 11.04 of the Form of Agreement (Part D), should the Proponent be selected as a successful Proponent. Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.
- 3.7 Each Proponent is to submit with its Proposal a copy of its Vancouver Business License.

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- 3.8 Each Proponent is to submit with its Proposal proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 6.02(d) of the Form of Agreement (Part D).
- 3.9 If the Proponent is incorporated, a copy of its certificate of incorporation should be included with its Proposal.
- 3.10 Completed and signed copies of all amendments issued by the City, if any, prior to the Closing Time should be included with each Proposal.
- 3.11 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 3.12 Preference may be given to Proponents with proposed personnel that demonstrate substantial knowledge and experience in graffiti removal services, and to Proponents whose proposed methods and techniques (i) would result in the least amount of damage to the surfaces being cleaned, (ii) are environmentally sensitive and (iii) are effective at removing graffiti, so Proponents should address these factors in their Proposals.
- 3.13 Each Proposal must be accompanied by the Proposal Form (Part C) and Appendix 1 to Proposal Form, both fully completed and signed.

## PROPOSAL FORM

RFP No. PS20130397, Graffiti Removal Services (the "RFP")

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

Proponent's Doing-Business-As Name (as applicable): \_\_\_\_\_

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

Jurisdiction of Legal Organization: \_\_\_\_\_

Date of Legal Organization: \_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1 to this Proposal Form.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

## APPENDIX 1 TO PROPOSAL FORM LEGAL TERMS AND CONDITIONS

### 1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

### 2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as 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).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposal No. PS20130397 - Graffiti Removal Services, as amended from time to time and including all addenda.

### 3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

### 4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP

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process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

**5 EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

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

**5.2 Reservation of Complete Control over Process**

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

**5.3 Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

**5.4 Acceptance or Rejection of Proposals**

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

**6 PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Proponent**

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

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

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- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

## 6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

## 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

## 7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
  - i. bind the City, the Proponent and the arbitrator; and
  - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

## 8 PROTECTION AND OWNERSHIP OF INFORMATION

### 8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

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- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

**8.2 Proponent's Submission Confidential**

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

**8.3 All City Information Confidential**

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

**9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.1 Declaration as to no Conflict of Interest in RFP Process**

The Proponent confirms and warrants that there is no officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

**9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

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9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and 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, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, “City of Vancouver”, “Vancouver Police Board”, “Vancouver Public Library”, “Vancouver Park Board”, “Vancouver Board of Parks and Recreation”, or any other reference to any of the foregoing, without the express prior written consent of the City.

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11 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

REQUEST FOR PROPOSAL NO. PS20130397  
GRAFFITI REMOVAL SERVICES  
PART D - FORM OF AGREEMENT

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SUPPLY AGREEMENT

BETWEEN

*[SUPPLIER NAME]*

AND

THE CITY OF VANCOUVER

RELATING TO GRAFFITI REMOVAL SERVICES

DATED [---]

AGREEMENT REFERENCE NUMBER PS20130397

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SUPPLY AGREEMENT

THIS AGREEMENT is made as of [•]

BETWEEN:

*[Supplier Name]*, a *[corporation]* organized under the laws of [•] and having an office at [•] (hereinafter referred to as the "Supplier")

AND

The City of Vancouver, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (hereinafter referred to as the "City").

WHEREAS the Supplier is in the business of graffiti removal services,

AND WHEREAS the City wishes to procure graffiti removal services from the Supplier upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

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ARTICLE 1  
INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“Agreement” means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;

“Background IP” has the meaning ascribed thereto in Section 14.04;

“Business Day” means any day other than a Saturday, Sunday or “holiday” as defined in the *Interpretation Act* (British Columbia);

“Change in Control” means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;

“City Policies” means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule H or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);

“City’s Manager” means a manager who at the relevant time carries such designation from the City under, or in accordance with, Article 5;

“Competent Authority” means (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign, (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing or (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;

“Confidential Information” means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:

- (a) this Agreement; or
- (b) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party’s Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (c) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (d) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (e) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party’s knowledge, is not bound

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by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;

- (f) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (g) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (h) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;

"Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;

"Contract Price" means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;

"Defect" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;

"Documentation" means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

"Effective Date" has the meaning ascribed to such term in Section 2.01;

"Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;

"Environmental Law" means any Law which imposes any obligations relating to:

- (a) the protection, management, conservation or restoration of the natural environment;
- (b) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
- (c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.

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“Force Majeure” means, exhaustively, any:

- (a) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
- (c) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
- (d) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
- (e) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;

“Good Industry Practice” means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;

“Group” means:

- (a) in respect of the Supplier, the group constituted from time to time by:
  - (i) the Supplier;
  - (ii) all persons that directly or indirectly control or are controlled by the Supplier; and
  - (iii) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
- (b) in respect of the City, the group constituted from time to time by:
  - (i) the City; and
  - (ii) all bodies corporate directly or indirectly controlled by the City.

“Hazardous Substance” means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;

“Intellectual Property Rights” means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;

“Key Project Personnel” means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with Article 7;

“Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law

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or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials , which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;

“OHS Requirements” means all Law applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;

“Parties” means the City and the Supplier and “Party” means one of them or either of them, as the context requires;

“Permitted Purpose” has the meaning ascribed thereto in Section 15.03;

“Preferred Supplier” means a person named in Schedule F;

“Proposal” means the Supplier’s proposal dated [●], submitted by the Supplier to the City in response to the RFP;

“Release” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

“Representative” means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;

“RFP” means the City’s Request for Proposal number PS20130397;

“Safety Incident” means:

- (a) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements;  
or
- (b) any hazard, incident or accident caused by the Supplier or a Subcontractor.

“Sales Tax” has the meaning ascribed to such term in Section 16.01;

“Site” refers to each of the City worksite location(s) as shown in Schedule J and each other place where the Supply shall be performed.

“Subcontractor” means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;

“Supplier’s Manager” means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, Article 5;

“Supply” means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;

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“Taxes” means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:

- (a) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
- (b) all withholdings on amounts paid to or by the relevant person;
- (c) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
- (d) any fine, penalty, interest or addition to tax;
- (e) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
- (f) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

“Time(s) for Completion” means the time(s) stated in Schedule E by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;

“Variation” has the meaning ascribed to such term in Section 3.09(a); and

“WCA” means the *Workers Compensation Act* (British Columbia), and the regulations thereunder.

1.02 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.03 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for “agreement” requires the relevant agreement to be recorded in writing and signed by both Parties;

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- (c) the words “include”, “includes”, “including” and “included” shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as *ejusdem generis* shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) “control” when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.04 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	-	SCOPE OF GOODS AND SERVICES
Schedule B	-	PRICES FOR SUPPLY
Schedule C	-	ITEMS TO BE PROVIDED BY THE CITY
Schedule D	-	SPECIFIC DELIVERABLES
Schedule E	-	TIME SCHEDULE FOR SUPPLY
Schedule F	-	PREFERRED SUPPLIERS
Schedule G	-	PROJECT BUDGET
Schedule H	-	CITY POLICIES
Schedule I	-	KEY PROJECT PERSONNEL
Schedule J	-	SITE
Schedule K	-	ADDITIONAL SITES

**ARTICLE 2**  
**EFFECTIVENESS**

2.01 Effective Date

This Agreement shall come into full force and effect on [●] (the “Effective Date”).

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2.02 Term

- (a) Unless earlier terminated pursuant to Article 12 and subject to the below Section 2.02Error! Reference source not found., this Agreement shall terminate on the third (3<sup>rd</sup>) anniversary of the Effective Date, or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to Article 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

**ARTICLE 3**  
**SUPPLY; GENERAL TERMS**

3.01 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.
- (c) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.
- (d) The City may vary Schedule J from time to time, upon notice to the Supplier, including by adding to Schedule J sites listed in Schedule K.

3.02 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.03 Sufficiency and Competence of Personnel

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

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- (c) Upon request from the City, the Supplier shall supply the City within five Business Days with satisfactory evidence of the Supplier's personnel's and Subcontractor's qualifications for carrying out the provision of the Supply.
- (d) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

**3.04 Design Review**

- (a) Where so specified in Schedule A (Scope of Goods and Services) or as otherwise instructed by the City, the Supplier shall submit design-related Documentation for review by the City, and shall not proceed with work on the basis of such design Documentation until the City's approval of such Documentation has been received in writing.
- (b) None of (i) the submission of Documentation to the City by the Supplier; (ii) its examination by or on behalf of the City; or (iii) the making of any comment thereon (including any approval thereof) shall in any way relieve the Supplier of any of its obligations under this Agreement or of its duty to take reasonable steps to ensure the accuracy and correctness of such Documentation, and its suitability to the matter to which it relates.

**3.05 Standards and Requirements**

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Scope of Goods and Services), Schedule D (Specific Deliverables), Schedule E (Time Schedule for Supply), Schedule G (Project Budget) and the instructions of the City;
- (c) the City Policies; and
- (d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in subsections (a) to (d) above in the order of priority in which such standards or requirements are listed (with subsection (a) being of highest priority). Upon request from the City, the Supplier shall supply satisfactory evidence that the Supply complies with such standards and requirements as set out herein.

**3.06 Consents**

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

**3.07 Warranties**

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply;

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- (b) The Supplier warrants that each part of the Supply shall be without defects or imperfections, including substrate damage, and shall be without any need of repair or improvement for at least twelve (12) months following the completion of the particular instance of the Supply, or the relevant defects, imperfections or failures shall be remedied by, or such repairs or improvements as are necessary shall be undertaken by, the Supplier, without cost or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.
- (c) All goods and materials delivered as part of the Supply shall be covered by the Supplier's or the relevant manufacturers' ordinary warranties (in each case, for a minimum of one year) against defects in materials, workmanship and performance.
- (d) All costs associated with warranty repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (e) If requested by the City, the Supplier shall handle and manage any claims on manufacturer warranties for defects in goods or materials provided as part of the Supply and resolve all matters either by repairing or replacing goods or materials at the City's sole discretion.
- (f) The Supplier shall deliver or assign all documentation and offer all required assistance to the City to ensure that the City receives the benefit of any product warranties provided by the suppliers of any goods or materials included in the Supply.

**3.08 Relationship Between the Parties**

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) The City intends to use the Supplier as its preferred supplier of the services described in Schedule A but the City is not bound to treat the Supplier as its exclusive supplier of any services.

**3.09 Variations Requested by the City**

- (a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services), a time expressed in Schedule E (Time Schedule for Supply) or the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.09.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a

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condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:

- (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
  - (ii) within 10 Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, and corresponding changes to Schedule G (Project Budget), as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.09(c)(i) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with Article 17.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation. In addition, notwithstanding the foregoing, the Supplier shall not be entitled to any increase to the Contract Price in respect of any Variation or Variations that consist only of the designation of new sites, including any sites listed under Schedule K (Additional Sites), in respect of which the Supply is to be performed, and, which, when all such Variations are taken together, add no more than 5% to the total sites in respect of which the Supply is to be performed.

**3.10 Tests; Defects and Acceptance**

- (a) The City may perform at its sole discretion such practical tests including inspections of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such inspections, if and to the extent so requested by the City.
- (b) If a Defect appears in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand) plus overhead equal to 15% of said costs;
- (f) The City's exercise of its election under Section 3.10(d) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

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**3.11 Title and Risk**

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
  - (i) payment therefor by the City;
  - (ii) its fixture to any part of the Site; and
  - (iii) in the case of a good or material, its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall 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 goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing provisions of this Section 3.11, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City.

**ARTICLE 4  
PREFERRED SUPPLIERS**

**4.01 Procurement of Supplies**

If so required as part of the Supply specified in Schedule A (Scope of Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

- (a) those materials and/or services specified in Schedule F (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) where no particular materials and/or services are specified in Schedule F (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

**4.02 Information Concerning Alternative Suppliers**

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or

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- (b) a better quality of materials or services may be obtained from an alternative supplier;  
or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

**4.03 Use of Alternative Suppliers**

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule F (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

**ARTICLE 5  
CONTRACT MANAGERS**

**5.01 City's Managers**

- (a) The City hereby designates each of [●] and [●] as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.01 shall render any purported City's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

**5.02 Supplier's Managers**

- (a) The Supplier hereby designates each of [●] and [●] as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the

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Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City (through an executive officer or City's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 5.1(b).

- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.
- (c) Each Supplier's manager must be fully knowledgeable of service schedules and service requirements as set out in this Agreement, and be fully accessible at all times.

5.03 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through written notice to the other Party.

**ARTICLE 6**  
SUPPLIERS' WARRANTIES AND COVENANTS

6.01 General 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 Supply;
- (b) the Supplier is a **[•]** duly organized, validly existing and in good standing under the laws of **[•]** and is lawfully authorized 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 or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;

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- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Site;

**6.02 General Health and Safety-Related Acknowledgements and Covenants**

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at the Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, be and act as the prime contractor, and the Supplier assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA..

**6.03 Covenants Regarding Violations of Health and Safety Requirements**

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation

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- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing subsection (c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

**6.04 Covenants Regarding the Environment**

- (a) The Supplier shall:
  - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
  - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
  - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance;
  - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents, including but not limited to the Workplace Hazardous Materials Information System (WHIMIS) legislation and Materials Safety Data Sheets (MSDS), and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law; and
  - (v) provide the City, and have available at all times, current copies of MSDS for each chemical or product that contains a controlled product listed in the Canadian Hazardous Products Act and/or the Canadian Controlled Product Regulations, and the information contained within the MSDS must meet the requirements of the Canadian Controlled Product Regulations.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

**6.05 Further Covenants Regarding the Sites**

The Supplier shall:

- (a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
- (b) not to do anything at the Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

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**6.06 Covenants Against Encumbrances**

- (a) The Supplier shall keep each Site and the goods and materials included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods or materials included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier shall fail to discharge any Encumbrance contemplated in Section 6.06(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.06(b).

**6.07 Absence of Conflicts of Interest**

- (a) Neither the Supplier, nor any of its Representatives has given or shall 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.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived 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 be seen to impair or qualify the Supplier's provision of the Supply.

**ARTICLE 7  
PERSONNEL**

**7.01 Separate Personnel**

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

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- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.
- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

7.02 Changes in Personnel

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

7.03 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
  - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
  - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
  - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
  - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
  - (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
  - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

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- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

**ARTICLE 8**  
**REPORTING**

**8.01 Monthly Summary Report**

- (a) Monthly summary reports shall be prepared by the Supplier and submitted to the City as set out hereunder. The City will provide the Supplier with a reporting template in Microsoft Excel or in such other form or format as so required by the City, and the Supplier will submit to the City the reporting form completed with the information requirements set out in Section 8.01(b) below. Each monthly summary report must be submitted within seven days after the last day of the month to which it relates.
- (b) Each monthly summary report shall include at a minimum:
  - (i) type of service (e.g., weekly patrol, call out, hate/racist/offensive graffiti);
  - (ii) civic address or hundred block;
  - (iii) street or lane of asset serviced;
  - (iv) neighbourhood;
  - (v) type of asset;
  - (vi) service time (work logs);
  - (vii) number of graffiti removed from asset;
  - (viii) estimated square footage of graffiti removed;
  - (ix) type of graffiti removed;
  - (x) graffiti tag identification;
  - (xi) method of removal;
  - (xii) 3-1-1 service request number;
  - (xiii) before and after digital photos with date stamp for all call out cases which the Supplier will store for the duration of the Agreement;
  - (xiv) social sustainability key performance indicators as mutually agreed to by the City and the Supplier;
  - (xv) health and safety statistics, including details of:
    - (I) any Safety Incidents or other injuries, accidents, or safety or near-miss incidents relating to the safety of the Supply; and
    - (II) any hazardous accidents, incidents and activities relating to environmental aspects of the Supply or community relations, including any Releases of any Hazardous Substances; and
  - (xvi) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise any aspect of the Supply or the timing therefor.

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8.02 3-1-1 Weekly Reporting

The City will provide the Supplier on a weekly basis with a list of service requests received by 3-1-1 during the previous seven calendar days and previously forwarded to the Supplier for action. The Supplier shall within three calendar days of receiving each such list provide to the City a status update for each service request listed therein including any service requests pending resolution and the action to be taken.

8.03 Assistance Regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

8.04 Other Reports

The Supplier shall provide any additional reports and information regarding the Supply or the Site reasonably requested by the City at any time.

**ARTICLE 9**  
**PAYMENT; AUDITS**

9.01 Payment to the Supplier

- (a) Subject to Article 12 and Section 9.03, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.02(b) and Section 9.03.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
  - (i) payments made under this Agreement shall be subject to 10% withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
  - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia) in relation to the Supply if no liens then exist.
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.

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- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of materials and labour) except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.02 Content of Invoices

- (a) The City may from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
  - (i) an itemized list of the amounts owing;
  - (ii) the time period to which the invoice relates;
  - (iii) a description of the portion of the Supply to which the invoice relates;
  - (iv) the total amounts payable under the invoice;
  - (v) all supporting documentation relating to disbursements as may be applicable;
  - (vi) invoice date and number;
  - (vii) the City's purchase order number;
  - (viii) name of the City's Manager;
  - (ix) Sales Taxes registration numbers; and
  - (x) such other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

9.03 Procedure for Invoices

The Supplier shall provide to a City's Manager a draft of each invoice before it is submitted to the City. The City's Manager shall review it, raise any concerns with the Supplier within 10 Business Days and, after such concerns have been dealt with to the City's Manager's satisfaction, approve the draft invoice for submission to the City. The City shall not be liable for any interest on any invoice amount during the period of discussion of any invoice or in respect of any other period, provided, however, that the City shall use reasonable efforts to have the settlement of any draft invoice completed within a 60-day period. The Supplier shall submit each of its final invoices, consistent with the relevant approved draft invoice, to the City, attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to [apcentral@vancouver.ca](mailto:apcentral@vancouver.ca). The City shall thereafter pay the invoice within 30

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days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.

**9.04 Currency of Payment**

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

**9.05 Contested Claims for Payment**

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

**9.06 Audits**

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.06(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.06(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.06(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

**9.07 Set Off**

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

**ARTICLE 10**  
**CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY**

**10.01 Scheduled Items**

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in Schedule C (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Schedule C (if any), and in accordance therewith.

**10.02 Other Information**

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

**10.03 Decisions in Writing**

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

**10.04 Access to the Site**

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

**ARTICLE 11**  
**LIABILITY AND INSURANCE**

**11.01 Covenants of Indemnification by the Supplier**

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
  - (i) any damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;
  - (ii) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
  - (iii) any damage to the natural environment, including any remediation cost recovery claims;
  - (iv) any loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
  - (v) any occupational illness, injury or death of any person, whether at the Site or otherwise, which occurs during, or as a result of, the provision of the Supply;

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- (vi) any failure by the Supplier to fully comply with the provisions of this Agreement;
- (vii) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
- (viii) any actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply, or
- (ix) any breach of the warranties of the Supplier contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them, or any defect in a good, work or materials provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.

- (b) Nothing in this Section 11.01 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
  - (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.01 and the City accepts such appointment.

**11.02 Contamination of Lands**

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, the Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

**11.03 Conduct of Claims**

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to Article 11, the following provisions shall apply:

- (a) subject to Sections 11.03(b), 11.03(c) and 11.03(d) below, where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but

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not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:

- (i) approval by any relevant insurers (without prejudice to Section 11.03(f)); and
- (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.03(a) above:
  - (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
  - (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
  - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
  - (i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.03(a) above; or
  - (ii) the Supplier fails to comply in any material respect with the provisions of Section 11.03(a) or 11.03(b) above;
- (d) the person entitled to indemnification pursuant to Article 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.03(a) above applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
  - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and

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- (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;

- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

11.04 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company authorized to carry on business in British Columbia, during the term of this Agreement and for a period of five years afterwards:
  - (i) commercial general liability insurance, including failure to perform insurance, with coverage of not less than five million dollars (\$5,000,000) per occurrence and at least five million dollars (\$5,000,000) of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City;
  - (ii) third party legal liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for vehicles owned and/or operated by the Supplier in connection with the Agreement, with a deductible per occurrence of no more than two thousand five hundred dollars (\$2,500); and
  - (iii) contractor's equipment insurance insuring all equipment owned or rented by the Supplier, Subcontractor(s) and their respective servants, agents or employees against all risks of loss or damage and containing a waiver of subrogation against the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.04(a).
- (d) The cost of the insurances arising under this Section 11.04 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the

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insurances required by this Section 11.04 have been taken out and are being maintained.

**ARTICLE 12**  
**FORCE MAJEURE; TERMINATION**

**12.01 Force Majeure**

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within 10 days after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
  - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
  - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section 12.01(b) and Section 12.01(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 45 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 45 days.

**12.02 City Suspension and Termination Rights**

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.

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- (b) Without prejudice to Section 12.02(a), the City may suspend all or part of the Supply (for such period as its determines) or terminate this Agreement at any time (and for its convenience) upon thirty (30) days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within fourteen (14) days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least fourteen (14) days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if:
  - (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
  - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

**12.03 Supplier Termination Rights**

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) Ninety (90) days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of thirty (30) days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

**12.04 Consequences of Termination**

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;

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- (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
  - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
  - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
  - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with 12.04(a) and its reasonable demobilization costs, up to a maximum of \$1,500.00, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

**12.05 Other Surviving Rights and Liabilities of Parties**

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Section 3.07, Section 9.066 Article 11, Article 14, Article 15 and Article 17 shall remain in force.

**ARTICLE 13  
ASSIGNMENT AND SUBCONTRACTING**

**13.01 Assignment**

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

**13.02 Subcontracting**

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing subsection (a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.

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- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 14**  
**INTELLECTUAL PROPERTY**

**14.01 Assignment**

The Supplier acknowledges and agrees that the City is the exclusive owner of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein. The Supplier shall assign and hereby assigns to the City all right, title, and interests in and to the Documentation, including, without limitation, all existing and future Intellectual Property Rights in and to the Documentation, effective upon their creation to the fullest extent permitted by Law. Insofar as such right, title, and interest do not so vest automatically or immediately in the City by operation of law or under this Agreement, subject to Section 14.02, the Supplier holds legal title of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in trust for the City and grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of such Documentation for any purpose. Such licence shall include the right to sub licence to any third party without restriction.

**14.02 Further Assistance**

If and to the extent that any of the right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, is not assigned automatically or immediately to the City under Section 14.01, the Supplier undertakes, at the expense of the City and at any time either during or after this Agreement upon request from the City (notwithstanding that the City may do so in its own name and at its own cost), to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the City, be necessary or desirable to vest all right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in the City and to register them in, the name of the City and otherwise to protect and maintain such right, title, and interest. The Supplier further agrees to cooperate fully with the City both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by the City to confirm the transfer of ownership of the Documentation or to obtain or enforce patent,

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copyright, trade secret, or other protection for the Documentation. The Supplier shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the fees, provided that the expense of obtaining or enforcing intellectual property protection shall be borne by the City.

**14.03 Supplier Undertakings and Representations and Warranties**

- (a) The Supplier undertakes:
  - (i) to notify the City in writing of the full details of Documentation promptly upon its creation;
  - (ii) whenever requested to do so by the City and in any event on the termination of this Agreement (as provided for in Article 12), promptly to deliver to the City all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any parts of the Documentation which are in its possession, custody or power;
  - (iii) that the Supplier shall not, either during the term of this Agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, the City's ownership of the Documentation or of any Intellectual Property Rights related thereto, and
  - (iv) not to register nor attempt to register any Intellectual Property Rights in the Documentation unless requested to do so by the City.
  
- (b) The Supplier represents and warrants to the City that:
  - (i) it has not given and shall not give permission to any Subcontractor or third party to use any of the Documentation, nor any of the Intellectual Property Rights in the Documentation, other than as provided for in this Agreement or otherwise in accordance with the instructions of the City;
  - (ii) it has not given and shall not give to the City, nor shall use in the provision of the Supply, any confidential material or documents of any former client or customer of the Supplier or of any other third party, unless the Supplier has received prior written authorization to do so from the City and from the owner of the confidential material or documents;
  - (iii) it has the absolute right to make the assignments of the right, title, and interest in and to the Documentation contemplated in this Agreement and to grant the rights granted under this Agreement;
  - (iv) it is unaware of any use by any third party or any unauthorized use by a Subcontractor of any of the Documentation or any Intellectual Property Rights in the Documentation; and
  - (v) the use of the Documentation or the Intellectual Property Rights in the Documentation by the City shall not, to the knowledge of the Supplier, infringe any Intellectual Property Rights of any third party.

**14.04 Background Intellectual Property**

Notwithstanding and superseding anything to the contrary in this Article 14, each Party retains title to all Intellectual Property Rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement ("Background IP"). To the extent that one Party acquires any right, title, or interest in and to any aspect of the modifications or improvements to the Background IP of the other Party, such first Party shall assign such right, title, and interest to the second Party, immediately following such acquisition. If any of the Supplier's Background IP

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is included in or required to use the Documentation provided by the Supplier to the City, the Supplier hereby grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence (including the right to sub-licence only to members of the City's Group) to, itself and through contractors and agents, use, copy, amend, reproduce, modify, create derivative works of, use, commercialize, and otherwise exploit the Supplier's Background IP but only to the extent required to use such Documentation for the purpose (or any reasonably inferred purpose) for which it has been provided or for the provision of the Supply under this Agreement (excluding any software source code).

**14.05 Supplier Employees' and Subcontractors' Rights**

The Supplier:

- (a) warrants that the Supplier's employees, Subcontractors and agents have waived or shall have waived in whole all moral rights (including, without limitation, any similar rights allowing the rights holder to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof, and to restrain use or reproduction of works in any manner) they may have in the Documentation;
- (b) indemnifies the City, its officers, agents, contractors and employees against any liability, cost, loss or damage (including legal costs on a solicitor-client basis) suffered or incurred that arises under any breach of the warranty contained in Section 14.05(a) above; and
- (c) must do all things requested by the City, including signing or procuring the signature of particular forms, to give full effect to Section 14.05(a) above.

**14.06 No Additional Remuneration**

The Supplier acknowledges that, except as provided by Law, no further remuneration or compensation (beyond that expressly provided for in this Agreement) is or may become due to the Supplier in respect of the performance of its obligations under this Article 14.

**ARTICLE 15  
PRIVACY; CONFIDENTIALITY**

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

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.

**15.02 No Promotion**

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City.

**15.03 Confidentiality Obligations**

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City,

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otherwise necessary to pursue the public business of the City (a “Permitted Purpose”), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this Article 15.

**15.04 Disclosure to Representatives**

A Party may disclose the other Party’s Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives’ compliance with the confidentiality obligations set out in this Article 15.

**15.05 Disclosures Required by Law**

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

**15.06 Other Disclosures by the City**

The City’s obligations under this Article 15 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this Article 15, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

**15.07 Interpretation; Enforcement and Survival**

- (a) Notwithstanding anything in this Article 15 to the contrary, nothing in this Article 15 shall affect the Parties’ rights and obligations under Article 14.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this Article 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

**ARTICLE 16  
TAXES**

**16.01 Taxes for Own Accounts**

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance

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of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

**16.02 Withholding Taxes**

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.02(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.02(a).
- (d) If the City does not withhold an amount under Section 16.02(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.02(a).

**ARTICLE 17  
DISPUTE RESOLUTION**

**17.01 Optional Procedure**

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

**17.02 Arbitration**

- (a) In the event that Parties agree to arbitration pursuant to Section 17.01:
  - (i) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
  - (ii) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and

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- (iii) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

**ARTICLE 18**  
**MISCELLANEOUS**

**18.01 Time of the Essence**

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

**18.02 Costs**

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

**18.03 Benefit of this Agreement**

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 18.03(a) or Section 11.01, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

**18.04 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

**18.05 Amendments and Waiver**

Subject to Section 3.09, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

**18.06 Notices**

- (a) Any order, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a City's Manager or a Supplier's Managers, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party. If given by registered mail, courier or electronic transmission, any

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such demand, notice or other communication must be given at the relevant address or facsimile number listed below:

If to the Supplier:

**[SUPPLIER NAME]**

[•]

[•]

[•]

Facsimile: [•]

If to the City:

CITY OF VANCOUVER

[•]

[•]

[•]

Facsimile: [•]

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.03 or as otherwise specified in the relevant City purchase order.

- (b) Any demand, notice or other communication shall be conclusively deemed to have been given: (i) if given by personal delivery, on the day of actual delivery thereof; (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail; (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and (iv) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

**18.07 Governing Law and Jurisdiction**

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
- (i) as otherwise agreed by the Parties pursuant to Article 17; and
- (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to Article 17 or any judgment of any court in the Province of British Columbia.

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18.08 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

18.09 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

18.10 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

18.11 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

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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 signatories:

**[SUPPLIER NAME]**

Per: \_\_\_\_\_  
*[Name; Title]*

\_\_\_\_\_  
*[Name; Title]*

CITY OF VANCOUVER

Per: \_\_\_\_\_  
[•]

\_\_\_\_\_  
[•]

\_\_\_\_\_  
[•]

**SCHEDULE A**  
SCOPE OF GOODS AND SERVICES

*[The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.]*

**SCHEDULE B**  
PRICES FOR SUPPLY

***[The prices for the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule B.]***

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

**SCHEDULE C**  
ITEMS TO BE PROVIDED BY THE CITY

*[The scope the items to be provided by the City, as finally negotiated and agreed, shall be clearly expressed in this Schedule C.]*

**SCHEDULE D**  
SPECIFIC DELIVERABLES

Intentionally omitted

**SCHEDULE E**  
TIME SCHEDULE FOR SUPPLY

*[To describe the time requirements for the completion of particular elements of the Supply.]*

**SCHEDULE F**  
PREFERRED SUPPLIERS

*[Details of Preferred Suppliers, if any, as finally negotiated and agreed, shall be clearly expressed in this Schedule F.]*

**SCHEDULE G**  
PROJECT BUDGET

Intentionally omitted

## SCHEDULE H CITY POLICIES

The following are City Policies as defined in Article 1 of the Agreement:

1. City of Vancouver Supplier Code of Conduct;
2. Vancouver Sewer and Watercourse Bylaw;
3. Vancouver Water Works Bylaw;
4. City of Vancouver Noise Control Bylaw 6555;
5. City of Vancouver Street and Traffic Bylaw 2849; and
6. the Best Management Practices for Graffiti Removal Services in the City of Vancouver by Golder Associates Ltd. dated September 20, 2004.

**SCHEDULE I**  
KEY PROJECT PERSONNEL

*[To be completed with preferred Proponent at contract stage, should a contract be awarded.]*

**SCHEDULE J**  
SITE

*[To be completed with preferred Proponent at contract stage, should a contract be awarded.]*

**SCHEDULE K**  
ADDITIONAL SITES

*[To be completed with preferred Proponent at contract stage, should a contract be awarded.]*

**ANNEX 1**  
**SCHEDULE OF DETAILED REQUIREMENTS**

**1.0 ANNEX 1 DEFINITIONS**

1.1 The following words and phrases have the following meanings in this Annex 1:

- (a) **"3-1-1"** means a phone number for residents and businesses to access most City information and non-emergency services. This one-stop citizen information number and centralized contact centre allows the City to enhance its level of service to citizens and provide them with more ready access to City information;
- (b) **"Best Management Practices"** means the best management practices for Graffiti removal services set out in the report by Golder Associates Ltd. dated September 20, 2004 and titled "Best Management Practices for Graffiti Removal Services in the City of Vancouver", attached hereto as Annex 3;
- (c) **"City"** means the City of Vancouver;
- (d) **"Community Paint Out"** means a community group and/or volunteers who with the owners' permission and City support paint over Graffiti on private property;
- (e) **"Day"** means the twenty-four (24) hour period comprising any calendar day;
- (f) **"Engineering"** means the City of Vancouver's Engineering Services;
- (g) **"Graffiti"** means images, letters and other markings made, without the permission of the City, on publicly viewable surfaces of designated property owned, leased or operated by the City;
- (h) **"Ghosts"** means the mark left after paint or ink has been unsuccessfully buffed where the tag or marking outline is still visible;
- (i) **"Hate/Racist/Offensive Graffiti"** means Graffiti which can reasonably be perceived to be motivated by hate, prejudice or bias against an identifiable group or person based on race, national or ethnic origin, language, colour, religion, sex, age, mental or physical disability, sexual orientation or any other similar factor;
- (j) **"Hours of Operation"** subject to the City's Noise Control Bylaw 6555 as amended from time to time, means the time period between the hours of 7:00 a.m. and 5:00 p.m. Pacific Standard Time;
- (k) **"Mural"** means a painting or other work of art executed with permission or partnership from the City on a wall or other approved surface;
- (l) **"Sand, Soda and Soft Media Blasting"** means a type of Graffiti removal method in which "sand", "soda" or other soft media such as water are applied against a surface using compressed air;
- (m) **"Site"** means a location where the Graffiti removal services or any other work as directed by Engineering or Parks is to be performed by the Supplier;
- (n) **"Supplier"** means the successful Proponent, if any;
- (o) **"Parks"** means the City's Vancouver Board of Parks and Recreation;
- (p) **"Patrol Services"** means ongoing surveillance and removal services at the Sites listed in Annex 2 as amended from time to time by Engineering or Parks;

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- (q) "Primer Coating" means a first coat of paint given to any surface as a base to ensure a smooth and consistent surface for painting;
- (r) "Sacrificial Coating" has the meaning set out in Section 2.6(a) of this Annex 1;
- (s) "Service Request" means a notification, written or otherwise, from 3-1-1, Engineering or Parks to the Supplier for graffiti removal services as set out in this Annex 1, to which the Supplier must respond with immediate remedial action; and
- (t) "Shadows" means the mark left after paint or ink has been unsuccessfully buffed where the tag or marking outline is still visible.

## 2.0 SCOPE OF WORK

### 2.1 Removal of Graffiti and Service Level Requirements

- (a) Without limiting any of the provisions set out in Part D (Form of Agreement), the Supplier shall adhere to the Best Management Practices in the performance of the services set out herein.
- (b) Unless otherwise directed by the City, all services set out herein shall be performed by the Supplier during the Hours of Operation, except for emergency calls.
- (c) The Supplier shall identify, log, report and remove all Graffiti identified in any of the Sites set out in Annex 2 in the performance of the Patrol Services described in Section 2.2 below, other services set out anywhere in this Annex 1 or as directed by Engineering or Parks.
- (d) The Supplier shall remove Graffiti within three (3) Days following identification of Graffiti during the Supplier's performance of the Patrol Services.
- (e) The Supplier shall remove Graffiti within three (3) Days from the date of a Service Request from 3-1-1, Engineering or Parks.
- (f) The Supplier shall remove Hate/Racist/Offensive Graffiti within two (2) hours following identification by the Supplier, seven (7) Days a week and at no additional cost to the City.
- (g) The Supplier shall remove Hate/Racist/Offensive Graffiti within two (2) hours following notification from 3-1-1, Engineering or Parks at no additional costs to the City.
- (h) The Supplier shall, and shall ensure its employees, agents, subcontractors and their respective employees shall, conduct and maintain excellent relations with the public at all times.
- (i) Notwithstanding anything to the contrary in this Annex 1, the Supplier shall perform Graffiti removal operations on any surface at any height, including but not limited to, above ten (10) feet from the street or sidewalk, above grade elevations, on heritage properties and on all external walls on all stories of affected buildings.
- (j) The Supplier shall be responsive, proficient and adaptable, and wherever possible use sustainable methods and practices for removal of Graffiti and paint applications on a variety of surfaces. Notwithstanding anything to the contrary in Part D (Form of Agreement), the Supplier is responsible for determining which method of Graffiti removal is best suited for the location and surface, which surface may include, but not be limited to:
  - (i) brick;
  - (ii) painted surfaces;
  - (iii) concrete;

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- (iv) stucco;
  - (v) stone;
  - (vi) wood;
  - (vii) plastic;
  - (viii) metal; and
  - (ix) glass
- (k) The Graffiti removal method shall not:
- (i) harm, deface or mar any surface;
  - (ii) leave any Shadows, Ghost markings or floating squares;
  - (iii) follow the pattern of the Graffiti such that letters or similar shapes remain apparent on the surface after the paint, marker, scratches, or similar Graffiti marking have been removed; or
  - (iv) damage the affected substrate,
- and the Graffiti removal shall produce a coating equal to, or better than the original coating.
- (l) The Supplier is required to reasonably match existing painted surface, cement grout and colouring.
- (m) Where necessary, the Supplier shall be responsible for the provision of water and power generation, as required, and shall contain waste water so that it does not discharge to the environment.
- (n) When performing any of the removal services set out herein, the Supplier shall take precautions to protect surfaces adjacent to the location where Graffiti is to be removed and is responsible for supplying and using covers to protect adjacent surfaces, equipment, and vehicles from over spray.
- (o) The Supplier shall be responsible for meeting the "zero discharge" and "zero pollution" standards for treatment of graffiti set out in the Best Management Practices, attached hereto as Annex 3.
- (p) The Supplier shall ensure that all work sites are swept clean of any debris resulting from Graffiti removal work and dispose of waste materials and residues according to the Best Management Practices, attached hereto as Annex 3.
- (q) The Supplier shall perform all Sand, Soda and Soft Media Blasting in such a fashion that the area of Graffiti removal is feathered or otherwise blended into the adjacent surface. Sand, Soda and Soft Media Blasting of only the pattern or outline of the Graffiti so that Graffiti is still discernible will not be accepted.
- (r) After removal of Graffiti from decorative finishes such as slump stone, split face masonry, stone, brick or decorative concrete block, the Supplier may apply a Sacrificial Coating at no additional cost to the City to facilitate future Graffiti removal. No slump stone, split face masonry, stone or decorative concrete block surface shall be painted by the Supplier.
- (s) Non-decorative concrete masonry walls which have a stuccoed or painted surface may have Graffiti removed without the application of Sacrificial Coating. An unpainted non-decorative concrete masonry wall may have Graffiti removed by painting provided that the Supplier is requested to do so in writing to, and written approval has been received from, Engineering or Parks prior to the commencement of such work.

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- (t) Power washing. The Supplier is to provide the City with twenty-four (24) hours' notice whenever it will perform major power washing on City property (e.g. a large retaining wall or a bridge deck).
- (u) Removal of Graffiti on concrete. The Supplier is to provide the City with twenty-four (24) hours' notice whenever it will perform Graffiti removal on any unpainted concrete. An unpainted non-decorative concrete masonry wall may have Graffiti removed by painting provided that the Supplier is requested to do so by the City.
- (v) Traffic management. For all works on City streets, lanes, bicycle lanes and sidewalks, and parks, all traffic control shall be provided by the Supplier, at the Supplier's sole expense. The Supplier shall adhere to the standard procedures and practices prescribed in the Ministry of Transportation and Highways "Traffic Control Manual for Work on Roadways". If at any time the Supplier is requesting the occupancy (closure) of a vehicle travel lane, cyclist bike lane, or sidewalk, the Supplier shall submit a traffic management plan (the "Traffic Management Plan") for the review and approval of the City no less than five (5) Days prior to commencement. The Supplier is to maintain safe and continuous pedestrian access at all times on all sidewalks with a minimum of 2.0 meters of usable space to pass the work area, or a Traffic Management Plan is required. Any approved Traffic Management Plan shall be in effect from the commencement of the work until completion thereof and, any modification to the Supplier's Traffic Management Plan after commencement of the work must first be submitted to the City for review and approval.

## 2.2 Patrol Services

The Supplier shall:

- (a) Perform Patrol Services at least once per Site on a weekly basis.
- (b) Determine which Sites require increased levels of Patrol Services, which the Supplier shall provide at no additional cost to the City.
- (c) Identify, log and report all Graffiti identified during the performance of the Patrol Services.
- (d) Prepare weekly Patrol Services schedules and route maps.

## 2.3 Call Out Services

- (a) In addition to the Patrol Services, other designated Engineering and Parks property could get "tagged" with Graffiti and as such the Supplier shall clean and remove Graffiti off of these sites.
- (b) The service level requirements set out above in this Annex 1 shall apply to the Call Out Services.
- (c) Service Requests for Call Out Services may be forwarded by Engineering or Parks to the Supplier for immediate review and resolution.
- (d) The Supplier shall provide Call Out Services for up to fifty (50) Service Requests per month for both, Engineering and Parks sites combined.

## 2.4 Communication, Outreach and Education

- (a) The Supplier shall provide up to forty (40) hours per 12-month period within the term of the contract, of Graffiti removal and/or painting training or other support to participants in City-funded anti-graffiti programs (e.g., Community Paint Outs, RestART, community Murals) and other promotional and educational events as required by the City.

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2.5 Heritage Buildings

- (a) The removal method employed by the Supplier shall not harm, deface or mar the surface of any City-designated heritage building.
- (b) Whenever a City-designated heritage building needs to be cleaned, the following must be ensured:
  - (i) surface cleaning can damage historic material and shall only be done after a careful review and written approval of the City of the cleaning process to be used;
  - (ii) cleaning methods must utilize the gentlest means possible;
  - (iii) methods which erode surface material, such as sandblasting of brick, metal or wood will not be accepted;
  - (iv) if it is determined that cleaning will alter the surface of a City-designated heritage building, the Supplier shall obtain a development permit from the City's Development Services:

Development Services - Inquiry Centre  
2<sup>nd</sup> Floor, East Wing  
2675 Yukon Street  
Vancouver, British Columbia V5Y 3P9  
Telephone number: 604-873-7611
  - (v) a previously painted surface can be repainted after proper preparation and with compatible recoating materials;
  - (vi) a bare surface like wood, concrete, masonry, stone, retaining walls and decorative concrete must be cleaned with a gentle process so the surface is not damaged or altered during cleaning;
  - (vii) if pressure washing is used, a low pressure setting is required; and
  - (viii) protective coating, whether permanent or sacrificial, must be used on any heritage surface.

2.6 Sacrificial Coating

- (a) Sacrificial coating shall provide a removal protective barrier between the base surface and Graffiti markings made by spray paints, marking pens, crayons and other common defacing material but shall not change the overall appearance of the surface material in relation to colour, luster, texture or design (the "Sacrificial Coating").
- (b) Before any application of Sacrificial Coating to any surface of any asset on any site operated by Engineering or Parks, the Supplier shall seek and obtain prior approval from Engineering or Parks, as the case may be.
- (c) After application of the Sacrificial Coating, Graffiti markings shall be removed by water only, leaving no Ghosts or Shadows, and shall not harm, deface or mar the base surface, nor change the overall appearance. No special stripper, solvents or chemical cleaners shall be used in the ongoing Graffiti removal process.
- (d) The treated area must remain protected at all times; therefore, the surface must include immediate re-application of the coating at the time of Graffiti removal.
- (e) During the term of the contract, should one be awarded, should Engineering or Parks subsequently decide to paint over a surface which has been coated with Sacrificial Coating, the Supplier shall remove at its own expense all Sacrificial Coating material from the base surface. This removal process must not harm, deface or mar the base surface.

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2.7 Other services

- (a) Where directed by the City, the Supplier shall apply a Primer Coating to a surface prepared for the purposes of creating a Mural. Such application of coating will be applied for up to a maximum of 24,000 sq. feet per 12-month period for the duration of the term of the contract, should one be awarded.
- (b) Where directed by the City, the Supplier shall apply, at no additional cost to the City, Sacrificial Coating on Murals, and such application of coating will be applied for up to a maximum 24,000 sq. feet per 12-month period for the duration of the term of the contract, should one be awarded.
- (c) The Supplier will collaborate with Engineering and Parks, including meeting with Engineering and Parks from time to time, to achieve the desired objectives and keep researching solutions to various Graffiti problems in Vancouver including solutions for dealing with high Graffiti-targeted areas.
- (d) Notwithstanding anything to the contrary in Part D (Form of Agreement), the Supplier shall provide the necessary assistance with Vancouver Police Department investigations (e.g., provide information from files, attend Court proceedings, etc.) or as requested by the City without any additional charge to the City.
- (e) If so required by the City, in addition to the scope of services set out herein, the Supplier shall perform Graffiti removal on the following types of assets:
  - (i) wooden electrical poles;
  - (ii) metal newspaper boxes;
  - (iii) metal mail boxes;
  - (iv) metal electrical boxes; and
  - (v) metal waste bins.

These additional services are subject to all the provisions set out in Part D (Form of Agreement). The City will provide the Supplier with safety awareness information outlining potential hazards of the assets set out in this Section 2.7(e) and the Supplier will ensure its personnel will review and understand this safety awareness information or such other information as may be provided by the City prior to proceeding to undertake any Graffiti removal services on any of these assets.

**3.0 PROCESSING SERVICE REQUESTS**

- 3.1 The City's 3-1-1 call centre shall handle all inquiries, complaints and service requests from the general public and which in turn will be forwarded by 3-1-1 to the Supplier for review and action.
- 3.2 The Supplier is to ensure that 3-1-1, Engineering, and Parks are able to communicate with the Supplier via telephone, email and facsimile during the Hours of Operation.
- 3.3 The Supplier also is to provide after-hours contact information, including a telephone number, for any emergency Service Calls 24-hours a day, seven days a week.
- 3.4 In the event the Supplier receives an inquiry or complaint directly from the general public, the Supplier is to direct the inquirer to 3-1-1 or 604-873-7000 if outside of Vancouver.
- 3.5 Complaints that cannot be resolved within the service levels outlined herein shall be referred to the City for resolution.

REQUEST FOR PROPOSAL NO. PS20130397  
GRAFFITI REMOVAL SERVICES  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

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3.6 When Graffiti is identified on property which is not the Supplier's responsibility as set out in this Annex 1, or when vandalism that is not Graffiti (e.g., scratched, bent poles, etc.) is reported to the Supplier, the Supplier shall refer the incident to 3-1-1.

**4.0 SOCIAL SUSTAINABILITY WORK PLAN**

4.1 The City is interested in innovative solutions that incorporate the use of a Social Enterprise and/or provide employment or training opportunities to Person(s) with Barriers to Employment to undertake the Graffiti removal services set out hereunder.

4.2 If the Supplier chooses to incorporate the services of a Social Enterprise or a Person(s) with Barriers to Employment to carry out the technical and service requirements:

- (a) the scope of work for the social sustainability work plan may involve, without limitation, the removal of Graffiti from specified assets, sites, or a combination thereof and in the capacity as the Supplier best sees fit;
- (b) the social sustainability work plan will be incorporated as part of the Agreement for the duration of the term of the contract unless otherwise agreed to in writing by both the City and the Supplier;
- (c) the Supplier and the City are to discuss and review any proposed changes to the social sustainability work plan before implementing such changes;
- (d) any changes to the social sustainability work plan are not effective unless mutually agreed to in writing by both the Supplier and the City;
- (e) the Supplier will be responsible for the training, performance and management of the social enterprise or persons with barriers to employment, as the case may be; and
- (f) the Supplier will work closely with the City to establish key performance indicators to evaluate the success of the social sustainability work plan, identify opportunities to improve the program, and address any challenges overall regarding the success of the work plan.

**5.0 CITY PROVIDED**

5.1 Operation of 3-1-1.

5.2 Key contacts for Engineering's and Parks' designated properties and/or assets.

REQUEST FOR PROPOSAL NO. PS20130397  
 GRAFFITI REMOVAL SERVICES  
 ANNEX 2 - LIST OF SITES AND ASSETS

**ANNEX 2**  
**LIST OF SITES AND ASSETS**

**1.0 LIST OF SITES AND ASSETS**

1.1 The following Table 1 (Sites operated by Engineering) and Table 2 (Sites operated by Parks) list the Sites referred to in Annex 1 of this RFP and which include all City-owned, leased or operated buildings, structures, street furniture, parks and other appurtenances to be serviced as set out in Annex 1.

1.2 The figures set out in Table 1 (Sites operated by Engineering) and Table 2 (Sites operated by Parks) below are best estimates of the number of assets the City owns, leases, or operates city wide. The list may increase or decrease by five percent (+/- 5%) throughout the term of the contract. Additions and/or subtractions to the scope within this range will be deemed part of the scope of work set out in Annex 1 at no additional costs to the City, and additions and/or subtractions to the scope outside of this range will be subject to Section 3.09 of Part D (Form of Agreement).

1.3 Sites operated by Engineering:

Table 1 - Sites operated by Engineering

	SUB-ASSET	QTY	DATA SOURCES
<b>A - Street Amenities &amp; Equipment</b>			
1.	Alleyways	City wide	
2.	Streets	City wide	
3.	Greenways and Bikeways	City wide	
4.	Sidewalks	City wide	
5.	Seawalls	City wide	
6.	Curbs	City wide	
7.	Above Ground Comm. Boxes	610	
8.	Drinking Fountains	168	ODC: CSV, XLS, KML
9.	Fire Hydrants	330	ODC: KWG, KML, SHP
10.	Planters	600	
11.	Comfort stations	2	
12.	Water Pump Stations	25	
13.	Steel Creek Culvert	15	VanMap
14.	Traffic and Construction Signs (backs only)	45,000	
15.	Traffic circles	138	VanMap
16.	Street Light Poles, Junction Boxes, Breaker boxes	55,310	ODC: DWG, KML, SHP
17.	Traffic Signals and Controllers	700	VanMap, ODC: DWG, KML, SHP
18.	Backhoes and other equipment		
19.	Balaclava Storm Sewer Outflow		
20.	Barricades	Various	
21.	Bike Corrals	1	
22.	Bike Racks	2,500	ODC: CSV, EXS
23.	Bollards		
25.	Crew Trailers	40	

REQUEST FOR PROPOSAL NO. PS20130397  
 GRAFFITI REMOVAL SERVICES  
 ANNEX 2 - LIST OF SITES AND ASSETS

	SUB-ASSET	QTY	DATA SOURCES
26.	Delineators	Various	
27.	City Owned Street Furniture, including waste disposal bins	Various	
<b>B - Public Art on Designated City and Park Property</b>			
1	Various	229	Detailed List Available
<b>C - Civic Buildings</b>			
1.	Libraries, Fire halls, unmarked property assets etc.	550	Detailed List Available
<b>D - Bridges &amp; Related Structures</b>			
1.	BRIDGES: Burrard, Nanaimo, Lakewood, Granville, Laurel Land, Cambie, Commercial, Deering Island, Woodland, Broadway, Clark, Victoria, Knight Street Fishing Bridge	13	
2.	VIADUCTS: Grandview, Georgia/Dunsmuir, Hastings, Burrard, Howe, Canada Place, Leaside Tunnel, Cordova I (Howe - Granville), Cordova II (Burrard - Howe), Cordova III (Thurlow-Burrard)	10	
3.	PEDESTRIAN OVER/UNDERPASSES: Nanaimo, Keefer, Birch/Alder, Boundary, Marine Dr/Boundary Rd, Hemlock, Gladstone, False Creek (Fountain Way O/P), Windermere U/P, New Brighton Rd O/P, Stanley Park U/P	11	
<b>E - Railroad</b>			
1.	Car Barn & Facilities	1	
2.	Downtown Historic Railway & infrastructure	1	VanMap
3.	Tram stations and structures	2	
4.	Tram Substations	2	
5.	Tram Poles		
<b>F - Blueways</b>			
1.	Marinas	2	
2.	Docks	11	
3.	Wharfs	1	
<b>G - Retaining Walls</b>			
1	Various	500	Detailed List Available
<b>H - Other</b>			
1.	Welcome to Vancouver Signs		
2.	Trans Canada Trail		
3.	Chinatown Lions		
4.	Disaster Staging Area (DSA) containers	6	Detailed List Available
5.	Emergency Social Services (ESS) containers	28	Detailed List Available

**REQUEST FOR PROPOSAL NO. PS20130397  
GRAFFITI REMOVAL SERVICES  
ANNEX 2 - LIST OF SITES AND ASSETS**

1.4 Sites operated by Parks:

Table 2 - Sites operated by Parks

AREA A Downtown/West End/False Creek Parks	PROPERTY NAME	CIVIC No.	ADDRESS/LOCATION
1	Alexandra Park	1755	Beach Avenue
2	Andy Livingston Park	89	Pacific Blvd.
3	Barclay Manor Heritage Square Park	1447	Barclay Street
4	Burrard Marina	1655	Whyte Avenue
5	Cathedral Square	566	Richards Street
6	Charleson Park	999	Charleson Street
7	Coal Harbour Community Centre	480	Broughton Street
8	Creekside Park	1455	Quebec Street
9	David Lam Park	1300	Pacific Boulevard
10	Discovery Square	625	Burrard Street
11	Emery Barnes Park	1127	Richards Street
12	English Bay Beach Park	1900	Beach Avenue
13	False Creek Community Centre	1318	Cartwright Street
14	Harbour Green Park	1199	West Cordova Street
15	Heather Marina	600	Stamps Landing
16	Heather Parking Garage - Moberly Rooftop Tennis	600	Moberly Road
17	Helmcken Park	1103	Pacific Blvd.
18	Marina Square	1675	Bayshore Drive
19	Nelson Park	1030	Bute Street
20	Pooh Corner Daycare	975	Lagoon Drive
21	Portside Park		North foot of Main on East Waterfront Road
22	Roundhouse Community Centre	181	Roundhouse Mews
23	Dr. Sun Yat-Sen Garden	578	Carrall Street
24	Sunset Beach Park	1204	Beach Avenue
25	Sutcliffe Park	1301	Island Park Walk
26	Vancouver Aquatic Centre	1050	Beach Avenue V6E 1T7
27	Victory Square	200	West Hastings Street
28	Weeks House	1459	Barclay Street
29	West End Community Centre	870	Denman Street
30	Westmount Park	4651	West 2nd Avenue
31	Coopers Park	1020	Marinaside Crescent
AREA B Stanley Park	PROPERTY NAME	CIVIC No.	ADDRESS LOCATION
1	Stanley Park		
AREA C Kitsilano and Point Grey Parks	PROPERTY NAME	CIVIC No.	ADDRESS LOCATION
1	Burrard Marina	1655	Whyte Avenue
2	Hadden Park	1015	Maple Street
3	Hastings Mill Park	1575	Alma Street
4	Jericho Arts Centre	1675	Discovery Street
5	Jericho Beach Park	3941	Point Grey Road
6	Kitsilano Beach Park	2305	Cornwall Avenue
7	Locarno Beach Park	4445	N.W. Marine Drive
8	Point Grey Road Park	2743	Point Grey Road
9	Seaforth Park	1620	Chestnut Street
10	Spanish Bank Park	4875	NW Marine Drive
11	Vanier Park		Waterfront, Chestnut and Burrard Streets
12	Volunteer Park	2855	Point Grey Road

**REQUEST FOR PROPOSAL NO. PS20130397  
GRAFFITI REMOVAL SERVICES  
ANNEX 2 - LIST OF SITES AND ASSETS**

AREA D Queen Elizabeth Parks	PROPERTY NAME	CIVIC No.	ADDRESS/LOCATION
1	Hillcrest Park	4575	Clancy Loranger Way
2	Hillcrest Community Centre	4575	Clancy Loranger Way
3	Queen Elizabeth Park		West 33rd Avenue and Cambie Street
4	Nat Bailey Stadium - Parking Lot Only	4601	Ontario Street
AREA E Other	PROPERTY NAME	CIVIC No.	ADDRESS/LOCATION
1	George Wainborn Park	450	Beach Crescent
2	Devonian Harbour Park	1929	West Georgia Street
3	Portal Park	1099	West Hastings Street
4	May and Lorne Brown Park	801	Beach Avenue
6	Yaletown Park	901	Mainland Street
7	Cardero Park	1601	Bayshore Drive
8	Morton Park	1800	Morton Avenue
9	Pigeon Park	299	Carrall Street
10	Jean Beatty Park	3393	Point Grey Road
11	Parksite	3200	Point Grey Road
12	Street-end Parksite		North foot of Dunbar Street
13	Margaret Pigott Park	2743	Point Grey Road
14	Parksite	2610	Point Grey Road

**ANNEX 3**  
**BEST MANAGEMENT PRACTICES**

File PS20130397 - Annex 3 - Best Management Practices.pdf

has been posted separately on the City's website



**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 12<sup>th</sup> 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 _____	<b>Insured Values (Replacement Cost) -</b>
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	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
✓ 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 _____	<b>Limits of Liability -</b>
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 _____	<b>Limits of Liability</b>
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 _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

Dated \_\_\_\_\_

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

**ANNEX 5  
PRICING FORM**

Proponents are to complete the following tables in this Annex 5 as part of the Proponent's response to Section 3.0 of Part B of RFP PS20130397

**A MONTHLY SERVICE FEE FOR GRAFFITI REMOVAL SERVICES AS SET OUT IN RFP PS20130397**

MONTHLY SERVICE FEE BREAKDOWN		FEE
1. Weekly Patrol and Removal of Graffiti		\$
2. Hate/Racist/Offensive Service Calls		\$
3. Management and Administration		\$
4. 24-Hour Emergency Response Service		\$
5. Call Out Service Requests (up to 50 per month)		\$
6. Sacrificial Coating (up to 24,000 sq. ft. per 12-month period)		\$
7. Primer Coating for Murals (up to 24,000 sq. ft. per 12-month period)		\$
8. Community Paint Out projects and RestArt		\$
<b>TOTAL MONTHLY SERVICE FEE</b>		<b>\$</b>

- the monthly service fee is inclusive of all labour, equipment, materials, transportation, facilities, permits, fees, taxes (except Sales Tax), profit and overhead and as set out in the RFP.

- pricing and services under Table A are not applicable to the sites and/or assets listed in Annex 9 and corresponding scope of work

**B UNIT PRICING AS SET OUT IN RFP PS20130397**

UNIT PRICING	QTY	UOM	FEE
1. All-inclusive Graffiti Removal Services for Area: 0-1,999 sq ft	0-1,999	sq. ft.	\$
2. All-inclusive Graffiti Removal Services for Area: 2,000 to 4,999 sq ft	2,000 - 4,999	sq. ft.	\$
3. All-inclusive Graffiti Removal Services for Area: 5,000 to 7,500 sq ft	5,000 to 7,500	sq. ft.	\$
4. All-inclusive Graffiti Removal Services for Area: Over 7,500 sq ft	+7,500	sq. ft.	\$
5. Primer Coating	1	sq. ft.	\$
6. Sacrificial Coating	1	sq. ft.	\$
7. Scratched (Scratchi) and Etched (Etchi) Removal	1	sq. ft.	\$
8. Call Out Services (for additional calls over 50 per month)	1	Each	\$
9. Community Paint Out and ReStart Program	1	Hourly	\$

- pricing and services under Table B are not applicable to the sites and/or assets listed in Annex 9 and corresponding scope of work

**C SEPARATE PRICING - SERVICES NOT INCLUDED IN RFP PS20130397 BUT PROPOSED BY PROPONENT**

ITEM	QTY	UOM	FEE
1.			\$
2.			\$
3.			\$
4.			\$

**D SOCIAL SUSTAINABILITY WORK PLAN AS SET OUT IN RFP PS20130397**

MOTHLY FEE AND HOURLY RATES	QTY/PERCENTAGE
1. Assigned person-hours per month	
2. Assigned person-hours per month as a percentage of total hours per month	

**ANNEX 5  
PRICING FORM**

If the scope of work set out in the RFP were to increase at the City's sole discretion at any point during the term of the agreement by adding in part or in whole any of portion of the sites and/or assets set out in Annex 9, pricing for such increase in scope would be as follows:

**E SEPARATE PRICING - PATROL SERVICES AND GRAFFITI REMOVAL FOR ADDITIONAL ASSETS**

ITEM	QTY	UOM	FEE
1. Wooden electrical poles	0-1000	Each	\$
2. Wooden electrical poles	1001 to 5000	Each	\$
3. Wooden electrical poles	5001 to 10000	Each	\$
4. Wooden electrical poles	10000+	Each	\$
5. Wooden electrical poles	1	sq. ft.	\$
6. Metal newspaper boxes	0-50	Each	\$
7. Metal newspaper boxes	51-100	Each	\$
8. Metal newspaper boxes	101-500	Each	\$
9. Metal newspaper boxes	500+	Each	\$
10. Metal newspaper boxes	1	sq. ft.	\$
11. Metal mail boxes	0-50	Each	\$
12. Metal mail boxes	51-100	Each	\$
13. Metal mail boxes	101-500	Each	\$
14. Metal mail boxes	500+	Each	\$
15. Metal mail boxes	1	sq. ft.	\$
16. Metal electrical boxes	0-100	Each	\$
17. Metal electrical boxes	101-500	Each	\$
18. Metal electrical boxes	501-1000	Each	\$
19. Metal electrical boxes	1000+	Each	\$
20. Metal electrical boxes	1	sq. ft.	\$
21. Metal waste bins	0-100	Each	\$
22. Metal waste bins	101-500	Each	\$
23. Metal waste bins	501-1000	Each	\$
24. Metal waste bins	1000+	Each	\$
25. Metal waste bins	1	sq. ft.	\$

- All fees in Table E are inclusive of all labour, equipment, materials, transportation, facilities, permits, fees, taxes (except Sales Tax), profit and overhead as set out in the RFP.

**ANNEX 6**  
**City of Vancouver**  
**Assessment of Vendor Sustainability Leadership Questionnaire (for Service Providers)**

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

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

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company’s internal operations and overall sustainability leadership.

**Section 1: Workplace Health & Safety, Wage Rates and Diversity**

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

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>2. Tell us how you ensure fair wages and employee benefits.</b>		
a) We pay all of our staff a minimum wage that meets the regional LICO (See <a href="http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm">http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm</a> for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**3. Tell us about your strategy to address diversity in your workplace.**

**ANNEX 6**  
**City of Vancouver**  
**Assessment of Vendor Sustainability Leadership Questionnaire (for Service Providers)**

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

**Section 2: Environmental Management & Stewardship**

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

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.**

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification system: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**6. Tell us how your company works to reduce waste in its daily operations.**

## ANNEX 6

### City of Vancouver

#### Assessment of Vendor Sustainability Leadership Questionnaire (for Service Providers)

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have set publicly available waste reduction targets  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) We have other recycling programs in our operations<br>Please specify additional materials recycled: _____                           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances**

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**Section 3: Back-up Documentation to Verify Responses**

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

<b>Section</b>	<b>Question</b>	<b>Back-up Documentation</b>
<b>Section 1: Workplace Health &amp; Safety, Wage Rates and Diversity</b>	Question 1	<ul style="list-style-type: none"> <li>• A copy of policies</li> <li>• Proof of safety management system certification</li> </ul>
	Question 2	<ul style="list-style-type: none"> <li>• Documentation of employee benefit packages and a list of those who receive benefits</li> </ul>
	Question 3	<ul style="list-style-type: none"> <li>• A copy of policies</li> </ul>
<b>Section 2: Environmental Management &amp; Stewardship</b>	Question 4	<ul style="list-style-type: none"> <li>• A copy of policies</li> <li>• Proof of environmental management system certification</li> <li>• A copy of public report</li> </ul>
	Question 5	<ul style="list-style-type: none"> <li>• A copy of public report</li> <li>• A copy of reduction targets and related results</li> <li>• A copy of LEED, BREEAM, etc. certification</li> </ul>
	Question 6	<ul style="list-style-type: none"> <li>• Total tonnes of solid waste generated</li> <li>• A copy of reduction targets</li> </ul>
	Question 7	<ul style="list-style-type: none"> <li>• A copy of policy or strategy</li> <li>• A copy of reduction targets and related results</li> <li>• A copy of third party audit/verification</li> </ul>

**ANNEX 7**  
**City of Vancouver**  
**Declaration of Supplier Code of Conduct Compliance**

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

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

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

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

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

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

\_\_\_\_\_

Corporate Name of Applicant

\_\_\_\_\_

Name and Title of Authorised Signatory

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

REQUEST FOR PROPOSAL NO. PS20130397  
GRAFFITI REMOVAL SERVICES  
ANNEX 8 - PROPONENT'S CHEMICAL PRODUCT LIST

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**ANNEX 8**  
**PROPONENT'S CHEMICAL PRODUCTS LIST**

The Proponent is required to use the most environmentally sensitive products possible.

1. Using the table format below, Proponents are to provide a list of all chemical products (including paints, alkaline compounds, barrier coatings, bleaches, abrasive grit, organic solvents, paint removers, and absorbents and cleaning agents used for poulticing) that are proposed to be used to perform graffiti removal services. In each case, indicate whether or not the product is "Green Seal"-certified or Eco-Logo certified.

	PRODUCT NAME	DESCRIPTION (INCLUDE USE)	IS IT "GREEN SEAL" - CERTIFIED (Y/N)	IS IT ECO-LOGO CERTIFIED? (Y/N)	ARE MSDS SHEETS ENCLOSED (Y/N)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

2. Proponents are to include in its Proposal current copies of the Material Safety Data Sheets (MSDS) for each chemical or product that contains a controlled product listed in the *Canadian Hazardous Products Act* and/or the Canadian Controlled Product Regulations. Information contained within the MSDS must meet the requirements of the Canadian Controlled Products Regulations.
3. Pursuant to Article 6 of Part D (Form of Agreement), the Proponent is to maintain an up-to-date list of all chemical products and MSDS sheets, making them available upon request of the City and informing the City of any changes to the list.