



REQUEST FOR PROPOSAL

PROVISION OF CONTRACTED JANITORIAL SERVICES

RFP No. PS20130575

Issue Date: October 3, 2013

Issued By: City of Vancouver



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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposal (the “RFP”) provides an opportunity for Proponents to submit Proposals for the provision of contracted janitorial services to the City of Vancouver (“CoV”) and the Board of Parks and Recreation (“Parks”) for specific facilities in accordance with the requirements set out herein. For ease of reference, the City of Vancouver and the Board of Parks and Recreation will be referred to collectively in this RFP as the “City”. Qualified and experienced Proponents may submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, may potentially negotiate with the City to enter into an Agreement. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN ANNEX 1 TO PROPOSAL FORM IN 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 contracted janitorial services (“Services”) to the following City locations (collectively “Facilities”):
- (a) Manitoba Works Yard consists of five buildings, and is the operations centre for numerous Engineering branches and associated administrative support;
 - (b) National Works Yard consists of five buildings and is the City’s engineering operations centre, incorporating the operations of three City branches and associated administrative support;
 - (c) Kent Avenue Yard is comprised of six buildings;
 - (d) Vancouver South Transfer Station (“VSTS”) is the home to the VSTS Recycling Depot, and is one of two locations where waste and recyclable items can be dropped off;
 - (e) Vancouver Landfill is located in Delta, and is one of two locations where waste and recyclable items can be dropped off;
 - (f) Evans Service Yard is a warehouse facility for the Board of Parks and Recreation (“Parks”), and consists of three buildings;
 - (g) Roundhouse Community Arts and Recreation Centre is a Parks resource featuring a Performance Centre, exhibition hall, woodworking, pottery and dance studios, games rooms, gymnasium, snack bar, kitchen, offices, and various multi-purpose spaces;
 - (h) Coal Harbour Community Centre is a Parks resource featuring a dance studio, gymnasium, multi-purpose spaces, kitchen, office, and underground parkade;
 - (i) Mount Pleasant Community Centre houses the Mount Pleasant Library, a childcare facility, dance studio, gymnasium, games room, steam room, fitness centre, kitchen, multi-purpose spaces, offices, snack bar, and underground parkade;
 - (j) Film & Special Events consists of a building used for permitting film and special events requests;
 - (k) 1830 West 5th Avenue is a commercial office building located on 2131 Burrard Street;
 - (l) Vancouver Animal Control Shelter is a pro-adoption shelter for dogs that are adoptable or treatable;

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- (m) Spyglass Place is an event venue used for exhibitions, workshops, meetings and gatherings;
- (n) Mountain View Cemetery;
- (o) 2780 E. Broadway; and
- (p) various Parks fieldhouse washrooms in the City (approximately 20).

The City reserves the right to add or remove facilities from the above list.

Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. Proponents are encouraged to learn more about the facilities by visiting the following website:

<http://vancouver.ca/parks-recreation-culture.aspx>

- 1.3 The locations and operational times for the Facilities are detailed in the following table:

| Facility | Department | Hours of Operations | Location |
|----------------------------------|--|--|-------------------------------------|
| Manitoba Works Yard | Engineering - various Operation Branches | 7:00 AM to 3:30 PM, Monday to Friday (note: Yard does not close; however, access is limited to Warehouse Operations) | 250 West 70 th Avenue |
| National Works Yard | Engineering - various Operation Branches | 7:00 AM to 3:30 PM, Monday to Friday (note: Yard does not close; however, access is limited to Warehouse Operations and Parking Operations) | 701 National Avenue |
| Kent Avenue Yard | Engineering - Materials Management | 7:00 AM to 3:30 PM, Monday to Friday | 900 Kent Avenue South |
| Vancouver South Transfer Station | Engineering, Solid Waste Management | 5:30 AM to 7:00 PM, Monday to Friday; and 8:00 AM to 6:00 PM Saturday and Sunday | 377 West Kent Avenue North |
| Vancouver Landfill | Engineering, Solid Waste Management | 7:30 AM to 6:00 PM, Monday to Friday; 8:00 AM to 6:00 PM Saturday and Sunday | 5400 72 nd Street, Delta |
| Evans Service Yard | Board of Parks and Recreation | 7:30 AM to 3:30 PM, Monday to Friday | 955 Evans Avenue |
| Roundhouse | Board of Parks and | 9:00 AM to 10:00 PM, | 181 Roundhouse |

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| Community Arts & Recreation Centre | Recreation | Monday to Friday; 9:00 AM to 5:00 PM Saturday and Sunday | Mews |
| Coal Harbour Community Centre | Board of Parks and Recreation | 9:00 AM to 10:00 PM, Monday to Friday; 9:00 AM to 5:00 PM Saturday; 10:00 AM to 5:00 PM on Sunday | 480 Broughton Street |
| Mount Pleasant Community Centre | Board of Parks and Recreation | 6:00 AM to 10:00 PM, Monday to Friday; 8:00 AM to 6:00 PM Saturday; 9:00 AM to 6:00 PM Sunday | 1 Kingsway |
| Film Office at Chinatown Parkade (VPC Lot #7) | Parking Corporation of Vancouver / EasyPark - Property Management | 8:30 AM to 4:30 PM, Monday to Friday | 126 Keefer |
| Commercial Building 1830-1836 West 5 th Avenue | Real Estate - Property Management | 8:30 AM to 4:30 PM, Monday to Friday | 2131-2151 Burrard Street |
| 2780 E. Broadway | Real Estate - Property Management | 8:30 AM to 10:00 PM, Monday to Friday | 2780 E. Broadway |
| Vancouver Animal Control Shelter | Community Services Group | 10:00 AM to 6:00 PM, Monday to Friday; 8:30 AM to 4:00 PM Saturday and Sunday | 1280 Raymur Avenue |
| Spyglass Place | Real Estate - Property Management | 8:30 AM to 4:30 PM, Monday to Friday | 1800 Spyglass Place |
| Mountain View Cemetery | Real Estate - Property Management | 8:30 AM to 4:00 PM, Monday to Friday | 5455 Fraser Street |
| Fieldhouse Washrooms, currently 20 locations - refer to Schedule A-2 | Board of Parks and Recreation | Opening/unlocking of washrooms occurs after 6am and before 7am | Refer to Schedule A-2 |

1.4 The areas of the facilities, expressed in square feet, are in the table below:

| Facility | Description of Area | Area |
|---|---------------------|---|
| Manitoba Works Yard 250 West 70 th Avenue | Relay Station | Office 3,740 sq. ft. Shop Space 4,840 sq. ft. Total = 8,580 sq. ft. |

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| | QSL | Office 400 sq. ft. Shop Space 7,154 sq. ft. Total = 8,154 sq. ft. |
| | Operations Building | 25,548 sq. ft. |
| | Central Stores, Water works shop office, Water Reader Office, and Auto Tote Office | Office 1,000 sq. ft. Shop Space 32,384 sq. ft. Total = 33,384 sq. ft. |
| | Equipment Services, including Shop Foreman's Offices | Office 10,808 sq. ft. Shop Space 1,779 sq. ft. Total = 121,779 sq. ft. |
| National Works Yard 701-709 National Avenue | Gas Bar | Office 258.33 sq. ft. Total = 5,382 sq. ft. |
| | Parking Operations Bldg | 4,250 sq. ft. |
| | STEOB Stores | 13,600 sq. ft. |
| | Garage/radio shop | 21,751 sq. ft. |
| | Administration Bldg | 35,905 sq. ft. |
| Kent Avenue Yard 900 Kent Avenue South | Washroom Trailer | 136 sq. ft. |
| | Office Trailer | 240 sq. ft. |
| | Truck Scale House | 162 sq. ft. |
| | Rubble Truck Scale House | 400 sq. ft. |
| | Materials Testing Lab & Office | Office 3,000 sq. ft. Shop 2,053 sq. ft. Total = 5,053 sq. ft. |
| | Pre-cast Plant/Admin Bldg | 5,335 sq. ft. |
| | Control Room | 880 sq. ft. |
| Evans Service Yard 955 Evans Avenue | Office (35%) & Maintenance Bldg (65%) | 48,623 sq. ft. |

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| Vancouver South Transfer Station 377 West Kent Avenue North | Canopy Shelter with Tollbooth & Scale House | 1,780 sq. ft. |
| | Recycling depot with enclosed office area | Office 60 sq. ft. Working area 3,425 sq. ft. Total = 3,485 sq. ft. |
| | Transfer station & admin office | Office 2,000 sq. ft. Working area 66,210 sq. ft. Total = 68,210 sq. ft. |
| Coal Harbour Community Centre | | 84,000 sq. ft. |
| Roundhouse Community Centre | | 113,000 sq. ft. |
| Mount Pleasant Community Centre | | 31,000 sq. ft. |
| Vancouver Landfill 5400 - 72 nd Avenue, Delta | Technical Group Office Complex | 2,989 sq. ft. |
| | Office & Maintenance Bldg | 5,878 sq. ft. |
| | Weigh Scale | 300 sq. ft. |
| | RDO | 200 sq. ft. |
| Film Office at Chinatown Parkade (VPC Lot #7) 126 Keefer | | 360,000 sq. ft. (or 2,000 sq. ft. for Engineering Film Permits) |
| 1830 West 5 th Avenue (2131-2151 Burrard) | | 36,000 sq. ft. |
| Vancouver Animal Control Shelter 1280 Raymur Avenue | | 11,000 sq. ft. |
| Spyglass Place 1800 Spyglass Place | | 12,000 sq. ft. |
| Mountain View Cemetery 5455 Fraser Street | Customer Service Bldg, reception & office space | Open office space, lunchroom, 2 enclosed offices, 2 meeting rooms, 2 |

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| | | washrooms (total 2 toilets 2 sinks). |
| | Celebration Hall - gathering place for families & other public gatherings | Open carpeted foyer, 2 washrooms (total 7 toilets, 8 sinks). |
| | Works Yard/Operations Centre - facilities meeting, equipment storage, staff change area, lunch room, lockers | Change room, 2 washrooms (total of 2 toilets, 2 sinks 1 urinal), lunchroom. |
| 2780 E. Broadway | | 37,797 sq. ft. total area, including 2,603 sq. ft. common area. Warehouse total area 56,008 sq. ft., including 899 sq. ft. common area corridor |

1.5 Other City Departments and/or Affiliates

Other City departments and/or affiliates may be included under a contract, and in such event, the City will advise of any specific requirements of such departments and/or affiliates to the extent they are different from the requirements set herein.

1.6 Mandatory Requirements

Where a requirement is deemed “mandatory”, a Proponent **MUST** meet the requirement. Failure to meet all mandatory requirements may result in the Proposal being set aside and given no further consideration.

1.7 Information Meetings - MANDATORY

Proponents will have an opportunity to visit some of the City’s facilities listed in 1.3 above by way of two (2) mandatory Information Meetings arranged by the City. Proponents are required to attend the mandatory Information Meetings to ensure that they are able to provide the City with accurate Prices for Services, per Schedule B. Proponents wishing to submit a Proposal in response to this RFP must attend both of the mandatory Information Meetings. Attendees of the mandatory Information Meetings must provide proof of employment with the Proponent planning to submit a Proposal. Proposals submitted by Proponents with no evidence of attending both of the mandatory Information Meetings will not be accepted by the City.

Personal Protective Equipment (PPE) is required for the mandatory Information Meetings. PPE includes vests, eye protection, and steel-toe shoes.

1.8 Parks Fieldhouse Washrooms

Proponents shall use the addresses listed in Schedule A-2 to plan their own visits to the Parks fieldhouse washrooms for the purposes of providing accurate Prices for Services, per Schedule B. The mandatory Information Meetings described in 1.7 above will not include the fieldhouse washrooms; however, the City recommends that Proponents visit the Parks fieldhouse washrooms listed in Schedule A-2 prior to submitting a Proposal.

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- 1.9 The City prefers to select a single Proponent with the capability and experience to efficiently and cost-effectively provide contracted janitorial services for all of the facilities listed in 1.3 above, and 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.
- 1.10 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 - Evaluation of Proposals, among others.
- 1.11 **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 ANNEX 1 TO THE PROPOSAL FORM (PART C).**
- 1.12 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.13 Certain capitalized terms used herein but not defined where first used are defined in Section 12.0 Definitions, below.
- 1.14 The RFP consists of five 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 - FORM OF PROPOSAL LETTER:** 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 sample Supply Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.
 - (e) **PART E - SCHEDULES AND APPENDICES:** This part contains Schedules and Appendices referenced throughout the body of the RFP. Proponents shall take special care to complete the required Schedules and Appendices for inclusion in the Proposal.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

| Event | Time and Date |
|-------|---------------|
|-------|---------------|

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| RFP Posted | October 3, 2013 |
| Deadline for submission of Information Meeting registration form (Appendix 4) | 3:00PM October 11, 2013 |
| Mandatory Information Meeting #1: Evans Yard; National Yard; Manitoba Yard; Vancouver South Transfer Station; Kent Yard. | 7:00 AM - 4:30 PM October 17, 2013 |
| Mandatory Information Meeting #2: Vancouver Landfill; Roundhouse Community Centre; Mount Pleasant Community Centre; Spyglass Place. | 9:00 AM - 3:00 PM October 18, 2013 |
| Deadline for Enquiries | 3:00:00 PM October 29, 2013 |
| RFP Closing | 3:00:00 PM November 5, 2013 |

- 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:

Diana Chan, Contracting Specialist
Diana.chan@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 PS20130575 Provision of Contracted Janitorial Services”) to the following address:

City of Vancouver - Purchasing Services

453 West 12th Avenue, Vancouver, BC V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Annex 1 to Proposal Form, 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 Proposals should be bound in three-ring binders. The City requests that seven (7) hard copies of each Proposal (or amendment) be submitted, though it is not necessary to submit more than

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one copy of the Proposal Form. IN ADDITION, the City requires one (1) electronic copy of the Proposal (saved on USB or CD). **THE CITY WILL NOT ACCEPT EMAILED PROPOSALS.**

- 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, schedules, appendices, 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 Two mandatory Information Meetings will be held to enable Proponents to visit some of the City's facilities, and to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

Mandatory Information Meeting #1:

Date: October 17, 2013

Time: 7:00AM - 4:30PM

Locations: Evans Yard, National Yard, Evans Yard, Manitoba Yard, Vancouver South Transfer Station, Kent Yard.

Mandatory Information Meeting #2:

Date: October 18, 2013

Time: 9:00AM - 3PM

Locations: Vancouver Landfill, Roundhouse Community Centre, Mount Pleasant Community Centre, Spyglass Place.

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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 planning to attend the two mandatory Information Meetings must pre-register for the mandatory Information Meetings by completing and submitting the form contained in Appendix 4, by fax to 604-873-7057, or by e-mail to diana.chan@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 5.2 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 sample Supply Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the 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 two-year period, with two possible one-year extensions at the City's sole and absolute discretion, for a maximum total term of four years.

7.0 PRICING

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes but inclusive of all other costs.
- 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 clarity, all 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 and Schedules A-1, A-2, and A-3) as and when required;

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- (b) Prices for Services;
- (c) Proponent Overview details;
- (d) Sustainability Initiatives;
- (e) skills, knowledge and previous experience with organizations similar in size to the City;
- (f) proposed work plans and work schedules;
- (g) business reputation and capabilities; and
- (h) ability to meet the City's insurance requirements (refer to Schedule H).

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 attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the sample Supply 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 at its sole discretion, the unfettered right to:
 - (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;

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- (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.

9.0 SUSTAINABILITY

Proponents shall refer to Part B Section 1.3.6.

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 contractors or sub-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 withholding tax. 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 tax.

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 Annex 1 to the Proposal Form (Part C). Except where expressly stated in such Annex 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 Annex 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 Annex 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to 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

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the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.

- (d) 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.
- (e) 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.
- (f) With limited exceptions set forth in such Annex 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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:
 - an elected official or employee of the City; or
 - related to or has any business or family relationship with any elected official or employee of the City

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such that there would be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the the Proponent's Proposal by the City.

- (m) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) contracted janitorial services to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the sample Supply Agreement in Part D 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 the foregoing organizations.
- (n) 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.
- (o) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, or employee 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.
- (p) 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 sample Supply agreement;
- (b) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and the Board of Parks and Recreation, collectively referred to as "City" for the purposes of the RFP;
- (c) **"Contractor"** means the successful Proponent contracted to provide the Services under a resulting agreement;
- (d) **"CoV"** means the City of Vancouver;
- (e) **"Facility Representative"** means a City-appointed representative responsible for one or more Work Sites;
- (f) **"Facilities"** includes the facilities listed in Schedules A-1, A-2, and A-3, which the City may modify from time to time;

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- (g) **“Parks”** means the Board of Parks and Recreation;
 - (h) **“Proponent”** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
 - (i) **“Proposal”** means a proposal submitted in response to the RFP;
 - (j) **“Proposal Form”** means the form contained in Part C of the RFP;
 - (k) **“Services”** means the contracted janitorial services required and described in the RFP, including but not limited to the Schedules A-1, A-2, and A-3;
 - (l) **“Supply Agreement”** means the form of agreement contained in Part D of the RFP; and
 - (m) **“Work Site”** means any of the facilities listed in Schedules A-1 and A-2 of this RFP, subject to modification from time to time by the City.
- 12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

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1.0 CITY REQUIREMENTS

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.

To the extent that the Requirements express estimates of quantities of services expected to be required by the City, the City cannot offer any assurances that such quantities will in fact be required.

The City has the following objectives and requirements (together, the “Requirements”):

1.1 Schedule A-1 Scope of Work for CoV facilities:

- (a) The Proponent’s response shall contain details which will demonstrate the Proponent’s ability to complete the Scope of Work for each CoV facility listed in Schedule A-1; and
- (b) The Proponent’s response must include a Work Plan for servicing all the CoV facilities listed in Schedule A-2.

1.2 Schedule A-2 Scope of Work for Parks Fieldhouse Washrooms:

- (a) The Proponent’s response shall contain details which will demonstrate the Proponent’s ability to complete the Scope of Work for all Parks fieldhouse washrooms listed in Schedule A-2; and
- (b) The Proponent’s response must include a Work Plan for servicing all the Parks fieldhouse washrooms listed in Schedule A-2.

1.3 General Requirements: the Proponent shall use Schedule A-3 to provide the Proponent’s responses (containing sufficient details and applicable samples) demonstrating the Proponent’s understanding of and ability to fulfill the following general requirements:

1.3.1 Contract Administration and Billing:

- a) The Contractor will electronically supply reports of activities, invoices, and log books.
- b) The Contractor will report any damaged materials (e.g. broken light, graffiti, leaking tap, etc.) observed during the performance of the Service to the City, whether or not caused by the Contractor’s employees, upon observation or upon the City’s request, at no additional charge.
- c) If the Contractor’s employees cause any damage during the performance of the Services, the Contractor shall notify the City, and the City shall make appropriate repairs and bill the Contractor for the repairs. The Proponent will confirm that it will comply with this requirement.
- d) The Contractor shall provide detailed billing for each facility, including, but not limited to the following information:
 - o Hours of work (actual) - time in & time out
 - o Materials & supplies (as applicable)
 - o Number of staff
- e) The Proponent will confirm and describe its ability to provide consolidated billing for each

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separate Facility, as well as summary billing (with ability to see granular details) to one central source at the City as required, to verify and authorize payment of all related services.

- f) The Proponent will describe the various payment options available to the City.
- g) The City intends to pay the Contractor on a monthly basis for services rendered the previous month. The Proponent will confirm whether this billing cycle is acceptable.
- h) The Proponent shall include a sample bill(s).

1.3.2 Contract Management

The Facilities can be divided into three groups, managed by three separate City contacts, per:

- Real Estate and Facilities Management [Evans Yard, etc.)
 - Fieldhouse Washrooms
 - Coal Harbour Community Centre and Roundhouse Community Centre
- a) The Contractor will prepare and provide to the City for approval a written strategy for the management of the contract by the Contractor.
 - b) The Contractor will demonstrate its capability to perform quality audits.
 - c) The Contractor will have an escalation process.

1.3.3 Reports

- a) The Contractor will provide quarterly usage reports to the respective Facility Representative on the City's Consumables and cleaning products and supplies supplied and/or used at each Facility.
- b) The Contractor will provide quarterly cleaning inspection reports to the respective Facility Representative.
- c) The Contractor will provide quarterly special cleaning reports regarding complaints or unusual incidents which may be out-of-scope, with action details and response times.

1.3.4 Cleaning Requirements

- Detailed Scope of Work for the CoV facilities can be found in Schedule A-1.
- Detailed Scope of Work for Parks fieldhouse washrooms can be found in Schedule A-2.
- Detailed cleaning requirements can be found in Schedule D.

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- The Standard Operating Procedure for Zero Waste Stations can be found in Schedule E.
- a) The Contractor will clean the Facilities according to the requirements, specifications and frequencies set out in Schedules A-1, A-2, D, and E.

1.3.5 Exterior Areas

- a) The Contractor shall become familiar with the site maps for each facility (refer to Schedule J) whereby the exterior areas (for which the Contractor is responsible) are clearly defined.
- b) The Contractor will pick up litter and other waste items from the exterior of the Facilities including, without limitation, parkades (for Coal Harbour and Roundhouse Community Centre only), stairwells and entry ways as required in Schedules A-1, A-2, D, and E.

1.3.6 Environmental and Socio-Economic Sustainability

The City is committed to environmental and social sustainability, and as such, aims to do business with suppliers who show leadership in and commitment to improving the environmental performance of their business, and are striving to advance the health and well-being of the community.

- a) The Proponent will provide a copy of its Environmental and/or Sustainability Policy.
- b) The City is interested in reducing greenhouse gas emissions as part of its Climate leadership. The Proponent will provide information on its own initiatives for reducing greenhouse gas emissions, including:
 - i) Vehicle fleet and/or employee transportation
 - ii) Use of energy efficient cleaning equipment the Proponent will provide (refer to Appendix 6)
- c) The Proponent will provide details of any innovative methods employed to reduce the environmental impact of its cleaning services.
- d) The Proponent shall describe its efforts to support the health and well-being of local residents and communities. Please include information on the following:
 - i) Support for local charities and non-profit organizations (including an estimate of annual value of contributions, and including examples of the groups supported)
 - ii) Employment and/or training opportunities for individuals with barriers to employment (e.g. individuals with addictions, disabilities, mental health issues, etc.) through a recognized non-profit or governmental employment program.

1.3.7 Performance Requirements

- a) The Contractor will undertake the Services in accordance with this Part B and Schedules A-1, A-2, D, and E. This Part B sets out the minimum performance specifications for the Services and Schedules A-1, A-2, D, and E set out the specific

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work required at each Work Site and the frequency that each item of work is to be performed. If there are any work items listed in Schedules A-1, A-2, D, and E which do not have a corresponding performance specification in this Part B then the Contractor will be required to undertake such work in accordance with current industry best practices using products and equipment appropriate for the work, in each case, as determined by the City at its sole and absolute discretion. In the event of any inconsistencies or conflicts between the performance specifications in this Part B and the requirements of Schedules A-1, A-2, D, and E, the City's determination of same will be final and binding on the Contractor.

1.3.8 Contractor's Responsibility

- a) The Contractor shall remove all obstructions which may arise or be found during the execution of the Services and shall restore, or make good all places and things disturbed and shall clear away from the site all accumulated rubbish. At the completion of the Services the Contractor shall leave the work and the Work Site (as defined in the sample Supply agreement) in a clean and presentable condition, free from all obstruction and ready for use in accordance with the instructions and to the satisfaction of the City's designated representative for each Facility (the "Facility Representative").
- b) The Contractor shall not post any external site signs, nor release any publicity reports, photographs or other information regarding the Facilities or the Services, orally or in writing without the prior written approval of the City.
- c) Any furniture that is moved for the convenience of cleaning must be returned to its original place. Chairs, stools, and waste paper baskets, etc. must not be placed on desks, filing cabinets, etc. The Contractor will not step or stand on furniture to reach high surfaces including windows.

1.3.9 Scheduling Work Hours

- a) The Contractor will perform the Services at each Work Site in a manner which causes minimal interference to the users and occupants of each Work Site. The frequency that each item of work must be performed at each Work Site is set out in Schedules A-1, A-2, D, and E. The exact start and finish times for the provision of the Services at each Work Site shall be mutually agreed upon between the appropriate Facility Representative and the Contractor.
- b) The Services will be performed with the least inconvenience to City personnel. Full consideration must be given to where offices and/or rooms are occupied and the Contractor must arrange its work schedule accordingly.
- c) All work shall be started and completed at approximately the same time in each time period, unless otherwise specified or agreed to by the appropriate Facility Representative.
- d) Several times per year, affecting only Coal Harbour and Roundhouse Community Centres, the facilities may be rented out for special events. The City reserves the right to temporarily adjust the Contractor's work schedule, and shall give the Contractor a minimum of 48 hours' advance notice. The Contractor shall temporarily adjust its work schedule according to the City's request.
- e) All office doors are to be closed and locked (if possible) after cleaning.

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- f) Specific cleaning schedules and any variations to the schedule must be approved by the appropriate Facility Representative in writing in advance of the variation.
- g) The Contractor shall provide a logistics plan for the timing of routes for the opening of fieldhouse washrooms.

1.3.10 Identification

- a) The Contractor will cause its employees to wear uniforms which display the Contractor's logo while working at the Facilities. All personnel shall carry photo identification cards and wear them in a visible and conspicuous manner while working in the Facilities. Photo identification cards shall include the company name of the Contractor, the name of the individual bearing the card and the start and end date of the contract period. The City reserves the right to request the Contractor to change its uniforms if the City determines, acting reasonably, that they are inappropriate.
- b) The cost of the photo identification cards is to be borne by the Contractor. The format of the photo identification cards must be approved in advance by the City.

1.3.11 Personnel

- a) The Contractor will provide the appropriate Facility Representative with written notice of key staff changes a minimum of two weeks prior to the effective date and include with such notice information about replacement staff including a description of experience, resumes and training information as required by Section 5.8 of this Schedule A.
- b) If staff changes are made, new personnel must be accompanied by experienced personnel for a minimum of one full shift, to become familiar with the particular Facility.
- c) The Facilities shall not be used as training areas for Contractor's personnel unless specifically authorized by the City.
- d) To verify that the specified hours are worked, the Contractor will cause each employee to complete a daily log and will provide such log to the particular Facility Representative, upon request.
- e) All of the Contractor's employees performing the Services will have Building Service Workers Certification pursuant to Section 1.3.14 of this Part B.

1.3.12 Alarm Systems and Building Security

- a) The Contractor will meet with the Facility Representative for each Facility to become familiar with the functions of the alarm system. The Contractor will then instruct his staff on the alarm system and will be solely responsible for arming and disarming the alarm system during the times that the Contractor is on site at the Facilities.
- b) The Contractor will be required to pay all the response fees of Vancouver Fire & Rescue Services for any false alarms at the Facilities caused by the Contractor or its employees.
- c) The Contractor will be responsible for the security of the Facilities during the periods in which the Contractor is on site. The Contractor will be responsible for locking all

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exterior doors and windows and turning out lights as required at the completion of each day's duties.

- d) The City will provide the Contractor with one copy of any keys that are required to access the Facilities. The Contractor will sign to acknowledge receipt of all keys and will return them to the Facility Representative upon the expiry or earlier termination of the Contract. Where applicable, the main set of keys is to remain at the Facility in a locked secure key box when not in use. At no time will the Contractor have additional keys cut.
- e) All keys will be the responsibility of the Contractor. The cost of any lost keys, or locks or the cost of re-keying resulting from keys lost by the Contractor will be borne by the Contractor. All keys shall be assigned and recorded to specific individuals.
- f) The Contractor's employees performing the Services shall have the appropriate level of security clearance, as determined by the City at its sole and absolute discretion.

1.3.13 Access to the Work Sites

- a) The Contractor will not grant access to the Facilities to any person other than its designated employees.
- b) The Contractor will provide the Facility Representative with the names and Social Insurance Numbers of all of the Contractor's employees who will be performing the Services and will update such information as personnel changes.

1.3.14 Qualifications of Contractor and Workers

- a) The Services will be performed by the Contractor's employees who have graduated from a recognized technical or vocational institute, approved by the City, in a building service worker program and who are thoroughly experienced with the material and methods specified in this Contract. The Contractor will provide the City with certificates of graduation (i.e. Building Service Worker Certificate) in respect of each of its employees immediately upon the City's request.
- b) The City may, at its sole discretion, accept in-house training and/or certification programs equivalent to building service worker programs offered by approved technical or vocational institutions. The Proponent shall indicate what in-house training and/or certification programs it offers its employees.

1.3.15 Inspections

- a) The City through its Facility Representatives or through third party inspection services may conduct unscheduled inspections of the Facilities to confirm compliance with the terms of the Contract. Performance assessments will be shared with the Contractor to ensure service levels are being met. The Proponent shall be familiar with, and cooperate with such inspections.

1.3.16 Storage

- a) If available, the City will provide the Contractor with locked storage at each Facility for the Contractor to store cleaning supplies, materials and equipment. The Contractor will be responsible for any and all of the Contractor's equipment stored at the Facilities. The City will not provide any security for the Contractor's equipment stored

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at the Facilities nor will the City be responsible for the loss, theft, damage or destruction of same.

- b) Unless authorized by the City in writing, specialized equipment used periodically by the Contractor shall not be kept in the Facilities, and the Contractor shall not use any Facility for the storage of materials, supplies or equipment for use in other locations, nor shall any other operations of the Contractor be directed from the Facilities.

1.3.17 Equipment

- a) All of the Contractor's equipment will be modern, industrial type suitable for the performance of the Services and the nature of the Facilities such that the equipment does not damage or cause any wear and tear to the surfaces, finishings or equipment in the Facilities. The equipment will be kept clean and in safe repair and will be replaced by the Contractor at the Contractor's cost when equipment is worn out.
- b) The Contractor shall not use any gas-powered equipment indoors.

1.3.18 WORKSAFE BC

- a) The Contractor will comply with the "WHMIS" provisions (the "WHMIS Requirements") of the *Workers Compensation Act, Occupational Health and Safety Regulation* in the performance of the Services. The Contractor will use and store all cleaning products and chemicals in accordance with the WHMIS Requirements. All products and containers must have legible labels securely affixed. The Contractor will follow disposal measures as specified on MSDS.
- b) All substances governed by the WHMIS Requirements will be delivered to the Facilities in their original containers bearing the supplier's current Workplace Hazardous Material Information Systems labels. The City will make available at each Facility (and if necessary at multiple locations at each Facility) current MSDS for each cleaning product and chemical in a binder labeled "MSDS". Breaking down of quantities into small or larger containers must be done in accordance with the WHMIS Requirements and all containers clearly marked in accordance with the WHMIS Requirements.
- c) The Contractor shall provide evidence of a violence and accident prevention plan, and safe working procedures.
- d) The City will provide the Contractor with an emergency evacuation plan for each facility. The Contractor shall be responsible for training their staff on the City's emergency evacuation plans.
- e) The Contractor shall show evidence of:
 - i. Supervisor and staff training & certification(s);
 - ii. Supervisor and staff industry experience;
 - iii. Supervisor and staff communication skills;
 - iv. Worker vaccinations;

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- v. Supervisor and staff knowledge of infection control, hazardous materials (including needles, syringes, and bloodborne pathogens) and bodily fluids & matter.

1.3.19 Cleaning Products, Supplies and Consumables

- a) The Contractor will only use cleaning products, supplies and Consumables as provided by the City.
- b) For the purposes of this Contract, “Consumables” will mean all consumable products used at the Facilities, supplied by the City. The Contractor will not use its own consumable products at the Facilities.
- c) All brooms, vacuums, treated dust mops, carpet-cleaning and automatic floor scrubber machines and any related equipment to provide the Services will be provided by the Contractor at no additional cost to the City.

1.3.20 Workmanship

- a) The Contractor will perform the Services in accordance with the requirements of this Part B, Schedules A-1, A-2, D, and E, and in accordance with the terms of the contract, in a good and workman like manner and in accordance with the latest industry standards, techniques and best practices for work of a similar nature.

1.3.21 Implementation and Transition Plan

- a) The Contractor will prepare an Implementation and Transition Plan for presentation and approval by the City prior to commencing any Services. The Proponent shall include in its Proposal a proposed Implementation and Transition Plan for the City to evaluate under this RFP.
- b) The Contractor will perform the Services according to an implementation and transition plan developed by the Contractor and approved by the City;
- c) The Contractor will state any assumptions as to the utilization of the City’s resources required in the support of the Contractor’s performance of the Services;
- d) The Contractor will identify critical items required to provide the Services, and how the Contractor will ensure an ongoing supply of the identified critical items; and
- e) The Contractor will identify other resources required for the performance of the Services, including, but not limited to, equipment and/or supplies.

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2 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

Each Proposal must consist of: a Technical Proposal (five (5) hard copies); and a Commercial Proposal (five (5) hard copies).

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.

2.1 The Technical Proposal must have:

- 2.1.1 a title page that clearly indicates the name of the Proponent and the title and number of the RFP;
- 2.1.2 a detailed table of contents;
- 2.1.3 an executive summary no more than one page long (without any pricing information);
- 2.1.4 a completed Schedule A-1, containing the Proponent's detailed response demonstrating the Proponent's ability to provide contracted janitorial services to the facilities listed in Schedule A-1 - Scope of Work for CoV Facilities (if applicable);
- 2.1.5 a Work Plan (see Note 1, below) addressing the facilities listed in Schedule A-1;
- 2.1.6 a completed Schedule A-2, containing the Proponent's detailed response demonstrating the Proponent's ability to provide contracted janitorial services to the facilities listed in Schedule A-2 - Scope of Work for Parks Fieldhouse Washrooms (if applicable);
- 2.1.7 a completed Work Plan (see Note 1, below) addressing the facilities listed in Schedule A-2 (if applicable);
- 2.1.8 a completed Schedule A-3, containing the Proponent's responses to the General Requirements in the foregoing Section 1.3 of this Part B;
- 2.1.9 a completed Schedule D, containing the Proponent's response demonstrating the Proponent's ability to meet the Specific Cleaning Requirements in Schedule D;
- 2.1.10 a completed Appendix 6 - Proponent's Cleaning Equipment;
- 2.1.11 a completed Schedule E, containing the Proponent's response demonstrating the Proponent's ability to comply with to the Standard Operating Procedure - Collection from Zero Waste Stations;
- 2.1.12 a completed Schedule I - Key Personnel, which must identify and provide professional biographical information for the key personnel that would perform the Proponent's work under this RFP, outlining their intended roles in meeting the Requirements. The Key Personnel section must include, but not be limited to, the following:
 - i. Organization Chart (showing names & titles);
 - ii. Name and Title of the Project Manager, including a description of his/her expected role and areas of responsibility in the Project;

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iii. Name and Title of the Project Manager's back-up;

Name, Title, and expected Project role of each member of the Project team that

iv. would be expected to perform the Proponent's work;

v. Resume for the Project Manager, including a minimum of three (3) References in the last three (3) years (references must include contact name & telephone number);

vi. Resume for the Project Manager's back-up, including a minimum of three (3) References in the last three (3) years (references must include contact name & telephone number); and

vii. Resume for each member of the Project team, including, but not limited to:

1. graduation from a recognized technical or vocational institute, in a building service worker program (whereby the Proponent shall provide evidence to the City upon the City's request, of certificates of graduation, immediately upon request) [note: the City may, at its sole and absolute discretion, accept in-house training and/or certification programs equivalent to building service worker programs offered by approved technical or vocational institutions]; and
2. relevant references for each member in the last three (3) years, (references must include contact name & telephone number), and by submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving the provision of contracted janitorial services. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.

Note 1: A Work Plan (for each of Schedules A-1 and A-2, as applicable) should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. Each Work Plan should make reference to the Requirements as appropriate.

Note 2: If the Proponent proposes to use sub-contractors, then the Proponent must complete Schedule F, listing all of the sub-contractors that the Proponent proposes to use in carrying out its work under an Agreement. If selected to enter into an Agreement with the City, the Proponent may be limited to using only the sub-contractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute sub-contractor acceptable to the City. If the Proponent does not propose to use any sub-contractors, then the Proponent must state in Schedule F that the Proponent does not propose to use any sub-contractors.

2.2 The Commercial Proposal must have:

2.2.1 a completed and signed Proposal Form as provided on Page C-1 in Part C of this RFP;

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

2.2.2 a completed and signed Annex 1 to Proposal Form as provided on Page C-8 in Part C of this RFP;

2.2.3 if applicable, a section entitled “Conflicts, Collusion, Lobbying”, according to the following sections in Part C of this RFP:

- Section 10.2 Declaration as to No Conflict of Interest Respecting Proposed Supply;
- Section 10.3 Declaration as to No Collusion; and
- Section 10.4 Declaration as to Lobbyist Status.

2.2.4 a completed Schedule B, containing the Proponent’s proposed pricing in the form of Schedule B - Prices for Services, and including any further details concerning pricing;

2.2.5 the Proponent’s payment terms, which must be in accordance with Part A of the RFP, and including any further details concerning payment terms;

2.2.6 a completed Schedule F - Sub-Contractors (see Note 2, below);

2.2.7 a completed Schedule G - Declaration of Supplier Code of Conduct Compliance;

2.2.8 a completed Appendix 1 - Certificate of Existing Insurance, completed and signed by the Proponent’s insurance provider or broker, **AND** a letter from the Proponent’s insurance provider or broker stating the Proponent’s ability to meet the City’s Insurance Requirements as described in Schedule H;

2.2.9 proof of valid WorkSafeBC registration;

2.2.10 a completed Appendix 2 - Vendor Sustainability Leadership Questionnaire;

2.2.11 a completed Appendix 3 - Deviations and Variations;

2.2.12 a section titled “Proponent Overview,” which must include, but not be limited to, the following information:

- i. Legal structure of the Proponent’s company (i.e. corporation, partnership, registered, privately-held/non-reporting or publicly-traded);
- ii. number of years in business;
- iii. number of employees (full-time and part-time);
- iv. employees’ average length of service;
- v. products and services offered;
- vi. target market(s);
- vii. customer service policy, including but not limited to telephone service support, average and guaranteed response time to an initial contact, hours of operation, and after-hours service capabilities;

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viii. Proponent's viewpoint on how performance should be measured from both a financial and a service quality perspective;

ix. membership in an industry association(s);

x. ISO-certification or industry-specific certification (please indicate date);

xi. Achievement of any management or industry-recognized quality award(s);

xii. Minimum of three (3) relevant client References for the Proponent, demonstrating similar contracts for similar work described in this RFP, in the last three (3) years, including information on:

1. client/company name and address;

2. contact name & telephone number;

3. brief description of the work the Proponent performed for the client;

4. date(s) the work was performed;

5. barriers encountered and how the Proponent performed to manage/eliminate them; and

6. if applicable, samples of the Proponent's contract reporting practices, frequency of reporting, benchmarks, key performance measurements to ensure success, compliance and service/quality standards.

and by submitting a Proposal, the Proponent consents to the City contacting these References, and consents to the City also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal;

xiii. Gross Annual Revenue for the company over the previous five (5) years;

xiv. an estimate of what percentage of the company's Gross Annual Revenue would be represented by the City's business, if awarded a contract under the RFP;

xv. any past, pending or threatened civil, governmental proceeding/investigations or legal proceedings within the past five (5) years which the Proponent or its directors or officers is or was party to;

xvi. merger or acquisition activities in the past two (2) years;

xvii. current offers pending to acquire the Proponent;

xviii. the Proponent's current process of acquiring or merging with another company;
and

xix. emergency / contingency plans that ensure continuity of service in the event of an emergency or disaster.

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2.2.13 a completed Appendix 3 Deviations and Variations, in which the Proponent should:

- note any deviations and/or variations from the terms and conditions set out in this RFP or from the Requirements, even if such deviations and/or variations are also noted elsewhere in the Proposal; and
- if applicable, detail any proposed amendments to the sample Supply Agreement, as set out in Part D of this RFP. If no amendments to the sample Supply agreement are proposed, the Proponent must state that its Proposal is fully consistent with the sample Supply agreement.

If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative solution, such alternative solution should be submitted separately as an appendix within the Proposal. Any pricing impact of the alternate solution must be provided separately in the appendix.

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PROPOSAL FORM

RFP No. PS20130575, Provision of Contracted Janitorial Services (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

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 Annex 1 hereto and has separately executed such Annex 1.

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

**REQUEST FOR PROPOSAL NO. PS20130575
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ANNEX 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 Annex 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 Annex 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 janitorial 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 Annex 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 Annex 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposal No. PS20130575, as amended from time to time and including all addenda.

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3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Annex 1 (except only Sections 7, 8.2 and 11 of this Annex 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 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 Annex 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

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5.4 Acceptance or Rejection of Proposals

The City has at 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 Annex 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
- (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 Annex 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.

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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 Annex 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 Annex 1, and also excepting any disputes arising between the City and any proponent with whom the City has entered 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 Annex 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.

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8 PERFORMANCE SECURITY

- 8.1 Concurrently with the execution and delivery of this Agreement, the Contractor will deliver to the City a clean, unconditional, irrevocable, demand letter of credit (the "Letter of Credit") payable in the amount of \$50,000 and issued in favour of the City by a bank listed in Schedule I or Schedule II of the *Bank Act* (Canada) and on terms satisfactory to the City's Director of Legal Services.
- 8.2 The Letter of Credit must contain an automatic extension clause for the Term of this Agreement and may be drawn on by the City to reimburse the City for any costs, losses or damages suffered by the City as a result of the Contractor's breach of this Agreement.
- 8.3 Upon the expiry or earlier termination of this Agreement the City will return the Letter of Credit, or that portion of the Letter of Credit not drawn down by the City pursuant to Section 8.2, to the Contractor.

9 PROTECTION AND OWNERSHIP OF INFORMATION

9.1 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.
- (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.

9.2 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.

9.3 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.

10 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

10.1 Declaration as to no Conflict of Interest in RFP Process

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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, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City,

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

10.2 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) contracted janitorial services of any kind to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the Form of Agreement in Part D 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 the foregoing organizations, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

10.3 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.

10.4 Declaration as to Lobbyist Status

The Proponent confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee 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, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

11 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

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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.

12 GENERAL

- (a) All of the terms of this Annex 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 Annex 1 will not affect the validity or enforceability of any other provision of this Annex 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 ANNEX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ANNEX 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

SUPPLY AGREEMENT

BETWEEN:

< **SUPPLIER NAME**>

AND:

CITY OF VANCOUVER

RELATING TO < >

DATED < >

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[redacted]>

BETWEEN:

<[redacted]**SUPPLIER NAME**>, a <[redacted]corporation> organized under the laws of <[redacted]> and having an office at <[redacted]>

(hereinafter referred to as the “Supplier”)

AND:

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 <[redacted]>;

AND WHEREAS the City wishes to procure <[redacted]> 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

1.1 Definitions

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

- (a) **“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **“Background IP”** has the meaning ascribed thereto in Section Error! Reference source not found.;
- (c) **“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (d) **“Change in Control”** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (e) **“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);
- (f) **“City’s Manager”** has the meaning ascribed to such term in Section 5.1(a);
- (g) **“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;
- (h) **“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 Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) 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:

- (iii) 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);
 - (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - (v) 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 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;
 - (vi) 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;
 - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
 - (viii) 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;
-
- (i) **"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;
 - (j) **"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;
 - (k) **"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;
 - (l) **"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;
 - (m) **"Effective Date"** has the meaning ascribed to such term in Section 2.1;
 - (n) **"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;

- (o) **“Environmental Law”** means any Law which imposes any obligations relating to:
 - (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) 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
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (p) **“Force Majeure”** means, exhaustively, any:
 - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) 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;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
 - (v) 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;
- (q) **“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;
- (r) **“Group”** means:
 - (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and

- (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (s) **“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;
- (t) **“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;
- (u) **“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;
- (v) **“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 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;
- (w) **“Letter Agreement”** means an agreement in the form of Schedule K.
- (x) **“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;
- (y) **“Parties”** means the City and the Supplier and **“Party”** means one of them or either of them, as the context requires;
- (z) **“Permitted Purpose”** has the meaning ascribed thereto in Section 15.3;
- (aa) **“Preferred Supplier”** means a person named in Schedule F;
- (bb) **“Proposal”** means the Supplier’s proposal dated , submitted by the Supplier to the City in response to the RFP;
- (cc) **“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;

- (dd) **“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;
- (ee) **“RFP”** means the City’s Request for Proposal number PS20130575;
- (ff) **“Safety Incident”** means:
- (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.
- (gg) **“Sales Tax”** has the meaning ascribed to such term in Section 16.1;
- (hh) **“Site”** means  , as shown in Schedule J>;
- (ii) **“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;
- (jj) **“Supplier’s Manager”** has the meaning ascribed to such term in Section 5.2(a);
- (kk) **“Supply”** means the goods, services and works described in Schedule A, which are, at the times  and in the quantities> directed by the City, to be provided by the Supplier in accordance herewith, and any other services to be provided by the Supplier pursuant to this Agreement;
- (ll) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) 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;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) 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
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

- (mm) “**Time(s) for Completion**” means the time(s) stated in Schedule E by which the Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;
- (nn) “**Variation**” has the meaning ascribed to such term in Section 3.9(a); and
- (oo) “**WCA**” means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

1.2 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.

1.3 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;
- (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.

1.4 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 | Form of Letter Agreement |

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the “Effective Date”).

2.2 Term

Unless earlier terminated pursuant to ARTICLE 12, this Agreement shall terminate ~~<on the [•] anniversary of the Effective Date>~~ ~~<days after the completion of the Supply in accordance herewith>~~ or on such later date as the Parties may agree in writing.

ARTICLE 3 SUPPLY; GENERAL TERMS

3.1 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) ~~<Notwithstanding any other provision hereof, the Supply or any portion thereof shall be provided to the City only upon receipt by the Supplier of a purchase order from the City relating to the Supply or such portion of the Supply.>~~

- (c) 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.
- (d) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply to one more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction. Moreover, the Supplier shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with the relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

3.2 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.

3.3 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.
- (c) 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.

3.4 Design Review [this section has been intentionally deleted]

3.5 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 Sections 3.5(a) to 3.5(d) in the order of priority in which such standards or requirements are listed (with Section 3.5(a) being of highest priority).

3.6 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.

3.7 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.
- (b) All goods or materials provided under the Agreement as part of the Supply shall be fully warranted by the Supplier for a period of ~~<5>~~ year[s], against defects in design, manufacturing, materials, workmanship and performance, and all such goods and materials shall be covered by the Supplier's and the goods' and materials' manufacturers' additional ordinary warranties (in each case, for a minimum of one year) against defects in design, manufacturing, materials, workmanship and performance.
- (c) All goods, works and materials provided under the Agreement as party of the Supply shall be fit for their intended purposes and shall function safely in all respects.
- (d) All costs associated with warranty replacements or 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.

3.8 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 is not bound to treat the Supplier as its exclusive supplier of any goods or services.

3.9 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a change to the scope of the Supply expressed in Schedule A (Scope of Goods and Services) or to the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.9.
- (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 the Time(s) for Completion, the Supplier must, as a 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 and the Time(s) for Completion, 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 ten 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 or the Time(s) for Completion, 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)(ii) 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.

3.10 Tests; Defects and Acceptance

- (a) ~~When, in the Supplier's judgement, the Supply is complete in accordance herewith,~~ the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.>
- (b) If ~~a Defect appears~~ ~~the testing described in the foregoing Section 3.10(a) reveals, in the judgement of the City, any Defects 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). The City's exercise of its election under this Section 3.10(e) 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.

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 ~~<the completion of the Supply to the satisfaction of the City>~~ ~~<the Certificate of Completion has been issued>~~.

ARTICLE 4 PREFERRED SUPPLIERS

4.1 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.

4.2 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
- (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.

4.3 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

5.1 City's Managers

- (a)  and  (each a "City's Manager") each have 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 5.1 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, upon the written agreement of the Supplier.

5.2 Supplier's Managers

- (a)  and  (each a "Supplier's Manager") each have 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.




5.3 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

6.1 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;
- (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;

6.2 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 any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, and provide the City with such assistance as is reasonably necessary (including providing access to relevant documents and to the Supplier's and Subcontractors' employees) in investigating such incident;
- (g) send to the City details of any workplace accident, injury or illness as soon as practicable after its occurrence, and 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 the Site, the Supplier acknowledges and agrees that it is the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

6.3 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 first and subsequently to the applicable Competent Authorities;
- (c) promptly take all reasonable, commercial steps necessary to avoid recurrence of the violation
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(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.

6.4 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 Site;
 - (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; and
 - (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 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.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at the 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 the 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 Site 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 the Site, or in the vicinity of the Site.

6.5 Further Covenants Regarding the Site

The Supplier shall:

- (a) at its sole cost, keep any portion of the 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;
- (b) not 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; and
- (c) 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.

6.6 Covenants Against Encumbrances

- (a) The Supplier shall keep the Site, 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, 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 6.6(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 6.6(b).

6.7 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****7.1 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.
- (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.

7.2 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.

7.3 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.
- (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

8.1 Progress Reports

- (a) ~~Quarterly~~ ~~Monthly~~ progress reports shall be prepared by the Supplier and submitted to the City in ~~a format reasonably acceptable to the City~~ ~~the format required by the schedules hereto, if any, or as otherwise required by the City~~, each within seven days after the last day of the [month/quarter] to which it relates.
- (b) Each such progress report shall include (as a minimum):
 - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
 - (ii) copies of any quality assurance documents;
 - (iii) disclosure~~s~~, in the form of Appendix ~~s~~, detailing the type(s) and quantity(ies) of fuel(s) used by the Supplier and its Subcontractors to operate vehicles, equipment and machinery in the delivery of the Supply from the date of the last such report (or, if none, from the Effective Date) to the date that is 15 days before the date of the report.
 - (iv) information and statistics relating to health, safety, environmental and community relations aspects of the Supply;
 - (v) health and safety statistics, including details of:

- (A) any Safety Incidents or other injuries, accidents, or safety or near-miss incidents relating to the safety of the Supply; and
- (B) any hazardous accidents, incidents and activities relating to environmental aspects of the Supply or community relations, including any Releases of any Hazardous Substances; and
- (vi) 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.

8.2 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.

8.3 Other Reports

- (a) 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

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, 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 9.2(b) and Section 9.3.
- (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 ten percent 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.

- (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.

9.2 Purchase Orders; Content of Invoices

- (a) The City shall 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) the number of the purchase order of the City relating to the Supply or the portion of the Supply to which the invoice relates;
 - (ii) an itemized list of the amounts owing;
 - (iii) the time period to which the invoice relates;
 - (iv) a description of the portion of the Supply to which the invoice relates;
 - (v) the total amounts payable under the invoice;
 - (vi) all supporting documentation relating to disbursements; and
 - (vii) such other information as the City may require from time to time,and shall be delivered to the address stated in, and as otherwise specified in, the City purchase order relating to the Supply or the portion of the Supply to which the invoice relates.
- (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.

9.3 Procedure for Invoices

- (a) The Supplier shall submit each of its invoices 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, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.

- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

9.4 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.

9.5 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.

9.6 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 9.6(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 9.6(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 9.6(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.

9.7 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

10.1 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.

10.2 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.

10.3 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.

10.4 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

11.1 Covenants of Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective 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:
 - (A) damage to the Site or any part thereof, or any property whether located at the Site or otherwise, which occurs during the provision of the Supply;
 - (B) claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) damage to the natural environment, including any remediation cost recovery claims;

- (D) 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;
- (E) 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;
- (F) failure by the Supplier to fully comply with the provisions of this Agreement;
- (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
- (H) 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
- (I) 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
- (ii) any defect in a good, work or material 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 11.1 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 Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

11.2 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).

11.3 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 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but 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 11.3(a):
 - (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 11.3(a); or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);
- (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 11.3(a) 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
 - (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.

11.4 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, during the term of this Agreement and for a period of five years afterwards:
 - (i) Commercial General Liability insurance with coverage of not less than \$5 million per occurrence, at least \$5 million of annual aggregate coverage, and a maximum deductible of five thousand dollars per occurrence, 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) All Risk Property insurance with coverage of not less than \$5 million per occurrence and a maximum deductible of five thousand dollars;
 - (iii) Third-party legal liability insurance in an amount of not less than \$5 million per occurrence for all licensed vehicles owned or leased by the Supplier and operated by the Supplier in connection with the Agreement;

- (iv) Pollution/Environmental Impairment liability insurance in an amount of not less than \$5 million and a maximum deductible of \$50,000;
 - (v) Tenant's Legal Liability insurance, as applicable, in an amount of not less than \$500,000 and a maximum deductible of \$5,000; and
 - (vi) Commercial Blanket Bond (i.e. Employee Dishonesty Insurance) covering the loss of money, securities and other property, which the Supplier and the City shall sustain in an amount of not less than \$100,000 aggregate per occurrence, and a deductible not exceeding \$5,000 per occurrence resulting from the fraudulent or dishonest acts committed by an employee of the insured, acting alone or in collusion with others.
- (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 11.4(a).
 - (d) The cost of the insurances arising under this Section 11.4 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 insurances required by this Section 11.4 have been taken out and are being maintained.

ARTICLE 12

FORCE MAJEURE; TERMINATION

12.1 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 ten 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 Sections 12.1(b) and 12.1(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.

12.2 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.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon ~~< 14 >~~ 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 ~~< 14 >~~ days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least ~~< 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.

12.3 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) ~~< 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 ~~< 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.

12.4 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;
 - (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 \$100, 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).

12.5 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 Sections 3.7 and 9.6, ARTICLE 11, ARTICLE 15 and ARTICLE 17 shall remain in force.

ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING

13.1 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.

13.2 Subcontracting

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(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.
- (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**

THIS SECTION HAS BEEN INTENTIONALLY DELETED.

**ARTICLE 15
PRIVACY; CONFIDENTIALITY**

15.1 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.

15.2 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.

15.3 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, 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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

16.1 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 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 goods or services within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

16.2 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 16.2(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 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(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 16.2(a)

**ARTICLE 17
DISPUTE RESOLUTION**

17.1 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.

17.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 17.1:

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

**ARTICLE 18
MISCELLANEOUS**

18.1 Time of the Essence

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

18.2 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.

18.3 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 Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 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.

18.5 Amendments and Waiver

Subject to Section 3.9, 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.

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

- (i) if to the Supplier:

<☒ Supplier Name>
<☒ address>

Attention: <☒>
Facsimile: <☒>

- (ii) if to the City:

City of Vancouver
<☒ Department>
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: <☒>
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 9.3 or as otherwise specified in the relevant City purchase order.

- (b) Any order, 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.

18.7 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.

18.8 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.

18.9 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.

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>

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER


Signature

Print Name and Title

Signature

Print Name and Title

**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.>

SAMPLE

**SCHEDULE B -
PRICES FOR SUPPLY**

<The contents of this schedule should be comprehensive, detailed and tied to the descriptions of Supply in Schedule A.>

<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

<NTD: List in as much detail as appropriate the personnel, equipment, facilities, services and information to be provided by the City.>

SAMPLE

**SCHEDULE D -
SPECIFIC DELIVERABLES**

<📄NTD: If the Supply is aimed at the achievement of certain specific, measurable outcomes, which the Supplier is to achieve, those are to be described here. If not, write "None" here.>

SAMPLE

SCHEDULE E -
TIME SCHEDULE FOR SUPPLY

<📅NTD: To describe the time for the completion of the Supply and any applicable milestones to be achieved by particular dates prior to the completion of the Supply.>

SAMPLE

SCHEDULE F -
PREFERRED SUPPLIERS

<📄NTD: Include details if applicable. If not, write "None.">

SAMPLE

SCHEDULE G -
PROJECT BUDGET

<📎 Include if applicable. Otherwise, write "None.">

SAMPLE

**SCHEDULE H -
CITY POLICIES**

1. The City's Supplier Code of Conduct referred to on page <📄> of the <📄RFP>.

<📄NTD: List other internal policies or standards, which are applicable, and any other standards or other requirements with which the Supplier must comply.

These policies may include any design review procedures or other consultation or administrative procedure(s) required to be followed by the Supplier, the text of which may be set forth here.>

SCHEDULE I -
KEY PROJECT PERSONNEL

<NTD: To be included if applicable.>

SAMPLE

SCHEDULE J -
SITE

<NTD: Insert details or maps concerning Site, or write “[Deliberately left blank.]” if inapplicable.>

SAMPLE



REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
PART D - SAMPLE SUPPLY AGREEMENT


SCHEDULE K -
FORM OF LETTER AGREEMENT

[Date]

<  Add Supplier Name and Address >

Dear Sir or Madam,

Re: Agreement based upon the Supply Agreement between <  Supplier Name > and City of Vancouver dated <  > (the “Base Agreement”)

The purpose of this letter agreement (this “**Agreement**”) is to set out the terms and conditions upon which <  Supplier Name > (the “**Supplier**”) shall supply Contracted Janitorial Services to [**Name of Other City Entity**] (the “**Purchaser**”).

Please have a duly authorized representative of the Supplier execute this Agreement and return one copy to the Purchaser.

1. Application of Base Agreement

The Supplier shall supply Contracted Janitorial Services to the Purchaser at the price(s) and otherwise pursuant to the terms and conditions stated in the Base Agreement, as though each reference to the City of Vancouver or the “City” in the Base Agreement were instead a reference to the Purchaser, with the exceptions stated in the following Section 2.

2. Variations from the Base Agreement

- (a) The Supplier’s invoices to the Purchaser shall be submitted to the following mailing and/or email addresses, rather than the addresses stated in Section 9.3 of the Base Agreement: [**Address**]. The Supplier’s contact information for purposes of the application of Section 18.6 of the Base Agreement shall be the following in lieu of the City of Vancouver address, contact name and facsimile number stated in the Base Agreement: [**Address, Contact Name and Fax number**]
- (b) Section 3.1(d) of the Base Agreement shall be excluded from the agreement between the Supplier and the Purchaser.


3. Miscellaneous

- (a) This Agreement shall terminate upon the expiry or termination of the Base Agreement.
- (b) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (c) 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. 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.

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
PART D - SAMPLE SUPPLY AGREEMENT

Yours truly,

[Name and Title of Other City Entity
Signatory]

Accepted and agreed on behalf of  Supplier Name:

Signed: _____

Date: _____

Name: _____

Title: _____

**REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
PART E - SCHEDULES AND APPENDICES**

PART E - SCHEDULES AND APPENDICES

SCHEDULE A-1 - SCOPE OF WORK FOR COV FACILITIES

SCHEDULE A-2 - SCOPE OF WORK FOR PARKS FIELDHOUSE WASHROOMS

SCHEDULE A-3 - GENERAL REQUIREMENTS

SCHEDULE B - PRICES FOR SERVICES

SCHEDULE C - CLEANING PRODUCTS AND SUPPLIES TO BE PROVIDED BY THE CITY

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

SCHEDULE E - STANDARD OPERATING PROCEDURE - COLLECTION FROM ZERO WASTE STATIONS

SCHEDULE F - SUB-CONTRACTORS

SCHEDULE G - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

SCHEDULE H - INSURANCE REQUIREMENTS

SCHEDULE I - KEY PERSONNEL

SCHEDULE J - SITE MAPS

APPENDIX 1 - CERTIFICATE OF EXISTING INSURANCE

APPENDIX 2 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRES

APPENDIX 3 - DEVIATIONS AND VARIATIONS

APPENDIX 4 - INFORMATION MEETING ATTENDANCE FORM

APPENDIX 5 - RESPONSE NOTIFICATION FORM

APPENDIX 6 - PROPONENT'S CLEANING EQUIPMENT

**REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE A-1 - SCOPE OF WORK FOR COV FACILITIES**

SCHEDULE A-1 SCOPE OF WORK FOR COV FACILITIES

PROPONENT SHALL COMPLETE A SEPARATE SCHEDULE A-1 ATTACHMENT

Proponents shall obtain the Schedule A-1 attachment from <http://vancouver.ca/doing-business/open-bids.aspx>

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE A-2 - SCOPE OF WORK FOR PARKS FIELDHOUSE WASHROOMS

SCHEDULE A-2 SCOPE OF WORK FOR PARKS FIELDHOUSE WASHROOMS

PROPONENT SHALL COMPLETE A SEPARATE SCHEDULE A-2 ATTACHMENT

Proponents shall obtain the Schedule A-2 attachment from <http://vancouver.ca/doing-business/open-bids.aspx>

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE A-3 - GENERAL REQUIREMENTS

SCHEDULE A-3 GENERAL REQUIREMENTS AS DESCRIBED IN PART B OF THE RFP

PROPONENT SHALL COMPLETE A SEPARATE SCHEDULE A-3 ATTACHMENT

Proponents shall obtain the Schedule A-3 attachment from <http://vancouver.ca/doing-business/open-bids.aspx>

**REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE B - PRICES FOR SERVICES**

SCHEDULE B PRICES FOR SERVICES

PROPONENT SHALL COMPLETE A SEPARATE SCHEDULE B ATTACHMENT

Proponents shall obtain the Schedule B attachment from <http://vancouver.ca/doing-business/open-bids.aspx>

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE C - CLEANING PRODUCTS AND SUPPLIES TO BE PROVIDED BY THE CITY

SCHEDULE C - CLEANING PRODUCTS AND SUPPLIES TO BE PROVIDED BY THE CITY

The City shall supply the Contractor with the following categories of supplies and consumables during the term of the Supply agreement, for the provision of the Services:

| |
|--|
| Floor Finish Products (e.g. stripper, sealer) |
| Washroom Consumables (e.g. Cleanser, deodorizer, soap, sanitizer) |
| Carpet Shampoo |
| Paper Products for washrooms |
| Waste bags |
| Pads (buffing, stripping, scrubbing, burnisher) |
| Window Cleaner |
| Air Fresheners & Absorbers |
| Other Miscellaneous Supplies (e.g. surface cleaners, furniture polish, etc.) |

Upon contract award and negotiation, the City shall disclose specific details of City-supplied consumables to the Contractor.

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

This Schedule D provides descriptions of how the required services shall be performed. For details on the frequency required for each facility, the Contractor shall refer to Schedules A-1 and A-2.

Instructions to Proponents: Proponents shall use this Schedule D to provide a response to each specific cleaning requirement described.

1. Receptacles and Containers

- a) The Contractor will:
 - i) empty and clean all waste and recyclable-holding receptacles and containers. The use of a daily replacement of liners is required for all washrooms, medical and staff-break area receptacles. Separate or special liners may be utilized for recyclables; and
 - ii) empty and clean ashtrays, cigarette sand urns and replace sand therein. Cigarette and cigar butts will be removed from sand urns and sand urns will be maintained in clean appearance at all times. All debris will be cleaned from the base of sand urns and chrome parts will be clean and polished. For fire and safety reasons, ashtray contents will be disposed of in special metal ash bins and not in regular waste containers.
- b) All waste and recyclable holding receptacles and containers, ashtrays & urns will be returned to their original location once emptied and cleaned. No waste or recyclable holding containers or baskets will be placed upon desks, tables or chairs during cleaning operations.

2. Furnishings

The Contractor will:

- a) clean and polish all furniture framing and trim, plastic, wood, vinyl, leather, and upholstered seats and will spot clean fabric as required. Furniture includes, audio visual equipment, credenzas, book cases, desks, file cabinets, tables, furniture glass, desk lamps, chairs, frames and all client accessories, but excluding:
 - personal items such as ceramics, ornaments, free standing pictures, electronic equipment (computers, keyboards, typewriters, printers) etc., which will not be the responsibility of the Contractor;
- b) ensure that all furniture, fixtures, telephones, glass tops, desks, accessories, vinyl, Plexiglas, leather etc. are free of finger marks, spots, stains, dust and soil with no streak marks present. Any such furniture and equipment moved during cleaning operations will be returned to their correct locations;
- c) clean all ear and mouth pieces of telephones with a germicidal solution and using clean cloths;
- d) clean window sills, partition ledges, baseboards and all other surfaces, including blackboard brushes, blackboard ledges, cleared blackboards,

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

cleared whiteboards, wall louvers, moldings, radiators, etc.; and

- e) clean water fountains with a germicidal solution and ensure that all surfaces of the water fountains are free of spots, stains and streaks. Walls and floors around the drinking fountains will be cleaned and free from debris, spots and water marks.

3. Horizontal Surfaces

- a) The Contractor will clean all counter tops, including splash backs, fronts and sides, all cupboard doors, hardware, exposed plumbing and sinks. Restock dispensers with Consumables approved by the City; empty and clean waste containers and replace plastic liners.
- b) All surfaces to be clean and free of stains, dust, finger marks, streaks, spots, and free of odors.
- c) The Contractor will clean metal and metal painted surfaces, such as chrome, stainless steel, brass and similar finishes - such items as door knobs, push bars, kick plates, door grilles, vents, handrails, railings, doors, exteriors of refrigerators and microwaves.
- d) Surfaces to be clean and free of streaks, finger marks, bright, and in a condition equal to that of the intended finish of the surface. Cover-up spray polishes shall not be used. Clean and polish where applicable, by way of example only, brass surfaces.

4. Vertical Surfaces (other than walls)

- a) The Contractor will clean all vertical surfaces, including doors/frames, ledges, picture frames, charts, graphs, wall louvers, exposed pipes, and clocks and other vertical surfaces other than walls, including high-cleaning down to window sills, and partition ledges.

5. Washrooms, Changing Rooms and Shower Facilities

- a) Sink Areas
 - i) The Contractor will thoroughly clean all counters, ledges, mirrors, sinks, plumbing fixtures and chrome fittings using a germicidal solution; and
 - ii) The Contractor will endeavor to free/clear plugged plumbing.
- b) Toilets/Urinals

The Contractor will:

 - i) thoroughly clean all partitions, walls, enamel surfaces, doors, ledges, railings, chrome fittings, plumbing, sanitary dispensers and towel dispensers using germicidal solution;
 - ii) thoroughly clean toilet bowls and urinals (interior and exterior);

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

- iii) endeavor to free/clear plugged plumbing;
- iv) deodorize toilets; and
- (v) clean and polish stainless steel fixtures.

c) Dispensers

The Contractor will:

- i) refill all paper towel and soap dispensers with Consumables approved by the City;
- ii) use germicidal solution to thoroughly clean the interior and exterior of all paper towel and soap dispensers;
- iii) report to the appropriate facility manager any dispensers that are not operational and require repair; and
- iv) report to the appropriate facility manager any Consumables that require replenishment.

d) Floors

The Contractor will:

- i) damp-mop floors with germicidal solution, including under the sinks, toilets, and urinals; and
- ii) machine-scrub the entire floor, including under the sinks, toilets, and urinals.

6. Stairways

The Contractor will:

- a) thoroughly dust and clean handrails, ledges, railings, appurtenances, banisters, walls and appurtenances such as doors, trim, moldings, ledges, radiators, and grilles;
- b) wash the walls, ceilings and appurtenances of stairways. Surfaces of walls, ceilings and appurtenances (including doors, frames, glass, wood and metal), will be free of finger marks and spots of any kind. The Contractor will ensure that there are no streaks or lines where portions of the walls, ceilings or appurtenances are washed separately. Walls will be uniformly cleaned all over and any water spillage on floor will be wiped dry immediately;
- c) vacuum carpeted stairs and wet mop washable surfaced stairs including the cleaning of risers. After vacuuming or wet mopping, as applicable, the stairs, landings and risers will be clean and free of loose and caked soil and surface stains and will present an overall appearance of cleanliness.
- d) extract water from carpeted areas, including carpeted staircases. Following extraction, carpets will have an even clean appearance, free of soil, spots, grit and dust, with the pile evenly laid in the same direction, where applicable.

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

7. Floors

Without limiting the Contractor's obligations in Section 5(d) above, the Contractor will clean the following floor surfaces to the following specifications:

- 7.1 Soft and hard surface flooring including vinyl, terrazzo, ceramic, hardwood, linoleum
- a) Soft Surface Floors (i.e. vinyl, linoleum)
 - Damp mop stains, spills, remove any gum
 - Dust/damp mop entire area
 - Spray clean/bluff
 - Strip and re-finish
 - Scrub and re-apply finish
 - b) Hard Surface Floors (i.e. ceramic/porcelain tile, sealed concrete)
 - Damp mop stains, spills, remove any gum
 - Dust/damp mop entire area
 - Machine scrub
 - Strip and re-finish (ceramic tile)
 - Strip and re-finish concrete floor

8. Carpets and Matting

Without limiting the Contractor's obligations in Section 5(d) above, the Contractor will clean the following floor surfaces to the following specifications:

- 8.1 vacuum all carpets, rugs and mats so that they are free of dust and other debris. Following vacuuming the nap on carpets and rugs to be laid in one direction. Chair 'T' mats to be damp cleaned. No debris or other soil matter shall be left in corners, around the edges of carpet or 'T' mats, under furniture, tables, chairs, bookcases, between file cabinets, behind doors, along baseboards and/or free standing radiators. All light-weight furniture and equipment moved during vacuuming operation must be returned to their original locations;
- 8.2 spot-clean carpets, rugs and mats, including stairs;
- 8.3 pre-spray and spin clean all carpeted areas including high traffic areas. Prior to pre-spraying and spin cleaning the carpets must be dry-vacuumed and pile-lifted to relieve matting conditions and to raise the pile to permit good cleaning of individual tufts;
- 8.4 scrub carpets, rugs and mats to remove deep, embedded dirt and extract all excess water following scrubbing. The Contractor will avoid use of excess water, thereby preventing unnecessary penetration to the backing; and
- 8.5 shampoo carpets, rugs and mats, including stairs.

9. Ceilings and Walls

The Contractor will clean ceiling and wall surfaces to the following specifications:

- 9.1 Ceilings, walls, transoms and other fixtures and fittings attached to walls and ceilings:

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

- Dust all surfaces. Following dusting, all surfaces will be free of dust marks and streaks
- Wash all washable surfaces. Washable surfaces include vinyl, sealed and painted surfaces.
- Spot-clean and remove smudges from walls, doors, woodwork, glass partitions and other similar surfaces. No marks to be visible; any spots that cannot be removed by normal means to be reported to the City.

10. Window Coverings

The Contractor will clean window coverings to the following specifications:

10.1 Venetian Blinds, both vertical and horizontal:

- Dust and damp clean slats on both sides and window sills
- Remove completely and professionally clean (including tapes)
- Re-install and leave in working condition

10.2 Drapes and curtains

- Vacuum and spot clean stains
- Remove, inspect for repairs, professionally dry clean draperies and reinstall. After professional dry cleaning or professional washing of drapes/curtains to be re-hung after rods, casing, and pulls have been washed.

11. Light Fixtures, Parabolics, Air & Wall Vents

11.1 The Contractor will:

- dust light lenses including ceiling areas and air and wall vents. Following dusting, fixtures and vents are to be free of dust, debris and bugs/insects. No dust/debris to be left on furniture or floors beneath fixtures.
- clean complete light fixtures, air and wall vents. Following cleaning, all surfaces are to be clean and free of stains and streaks, etc., and the fixtures shall be properly reassembled.
- minimize the turning on of lights, and will turn on lights only when working in specific areas.

12. Windows and Plexiglas

12.1 The Contractor will spot-clean reachable entrances glass inside and outside including frames, sashes sills, vestibules, glass doors, display cases, partitions and moldings.

12.2 The Contractor will wash the interior and exterior of all windows as required in Appendices 1 to 4.

13. Storage Areas

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

The Contractor will ensure that all surface areas in storage areas, basements and supply vaults are free of soil, dust and debris and will dust all light fixtures, overhead beams, ledges, pipes etc.

14. Janitor's Rooms and Contractors' Space

The Contractor will ensure that the janitor's room and Contractor's space, if any, at each Facility is tidy at all times with all equipment, materials, paper products, chemicals clean and stored neatly. The Contractor will not leave any soiled mops or cleaning cloths at the Facilities and will remove and launder same on an as-used basis. If required, waste will be neatly stored. The Contractor will damp-mop the floors and ensure waste containers are emptied, clean, and free of offensive odors.

15. Safe Equipment

All cleaning equipment, ladders and other tools used by the Contractor in the performance of the Services will be inspected regularly and maintained in accordance with manufacturer's specifications, WorkSafeBC, the Canadian Standards Association (CSA), and all applicable laws.

| Schedule D - Specific Cleaning Requirement | Proponent's Response |
|--|----------------------|
| Receptacles and Containers | |
| 1 a) i) | |
| 1 a) ii) | |
| 1 b) | |
| Furnishings | |
| 2 a) | |
| 2 b) | |
| 2 c) | |
| 2 d) | |
| 2 e) | |
| Horizontal Surfaces | |
| 3 a) | |
| 3 b) | |
| 3 c) | |
| 3 d) | |

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

| | |
|---|--|
| Vertical Surfaces (other than walls) | |
| 4 a) | |
| Washrooms, Changing Rooms and Shower Facilities | |
| 5 a) i) | |
| 5 a) ii) | |
| 5 b) i) | |
| 5 b) ii) | |
| 5 b) iii) | |
| 5 b) iv) | |
| 5 b) v) | |
| 5 c) i) | |
| 5 c) ii) | |
| 5 c) iii) | |
| 5 c) iv) | |
| 5 d) i) | |
| 5 d) ii) | |
| Stairways | |
| 6 a) | |
| 6 b) | |
| 6 c) | |
| 6 d) | |
| Floors | |
| 7.1 a) | |
| 7.1 b) | |
| Carpets and Matting | |
| 8.1 | |
| 8.2 | |
| 8.3 | |

SCHEDULE D - SPECIFIC CLEANING REQUIREMENTS

| | |
|--|--|
| 8.4 | |
| 8.5 | |
| Ceilings and Walls | |
| 9.1 | |
| Window Coverings | |
| 10.1 | |
| 10.2 | |
| Light Fixtures, Parabolics, Air & Wall Vents | |
| 11.1 | |
| Windows and Plexiglas | |
| 12.1 | |
| 12.2 | |
| Storage Areas | |
| 13 | |
| Janitor's Rooms and Contractors' Space | |
| 14 | |
| Safe Equipment | |
| 15 | |

SCHEDULE E - STANDARD OPERATING PROCEDURE - COLLECTION FROM ZERO WASTE STATIONS

Instructions to Proponents: Proponents shall use this Schedule E to provide details on how the Proponent will comply with the Standard Operating Procedure herein described.

Standard Operating Procedure - Collection from Zero Waste Stations

Purpose: The purpose of this document is to establish a uniform process for the collection of materials from the City of Vancouver's Zero Waste Stations. The City of Vancouver ("City") wishes to maintain separated streams of waste in facilities where more than one receptacle is available for the collection of separate waste streams. Contractors and staff servicing the City's Zero Waste Stations shall become familiar with and conform to this Standard Operating Procedure ("SOP").

Regulatory Standards: The Occupational Health and Safety ("OHS") Regulation applies to this SOP. The OHS Regulation contains legal requirements that must be met by all workplaces under the inspection jurisdiction of WorkSafeBC. The City anticipates that the 2015 Extended Producer Responsibility Program may impact collection requirements at the City's Zero Waste Stations.

Scope: Any facility with separated waste streams shall be in-scope of this SOP.

Definitions: Contractors and their staff shall understand what materials constitute the following waste streams (with the possibility of adding more streams in the future):

- a. Organics
- b. Mixed Paper
- c. Soft Plastics
- d. Mixed Containers
- e. Landfill
- f. Styrofoam

Responsibilities: Staff servicing the City's Zero Waste Stations is required to transfer the materials collected in each waste stream receptacle to the appropriate and corresponding City-provided waste stream bin. Staff is not required to sort materials collected in any waste stream receptacle. Staff is not required to dispose of any hazardous materials collected in any waste stream receptacle.

Procedural Steps: Staff servicing the City's Zero Waste Stations shall follow the step-by-step procedures:

Step 1 Take the contractor-provided cart(s) to each Zero Waste Station;

Step 2 Remove the waste-filled liners from each separated waste stream receptacle;

Step 3 Load each waste-filled liner onto the contractor-provided cart(s), ensuring that the contents of each liner are kept separate from the contents of other liners;

Step 4 Empty (& save for later re-use in Step 5) each separated waste-filled liner into the appropriate and corresponding separated stream bin provided by the City; and

Step 5 Re-line the Zero Waste Station receptacles using the empty liners from Step 4.

Note: If hazardous material is found in any of the Zero Waste Station receptacles, staff shall notify the City immediately. Staff shall not sort or remove the hazardous material. Once notified, the City shall be responsible for the disposal of any hazardous material. Hazardous materials may include, but are not limited to, the following:

- blood;
- fuel;

SCHEDULE E - STANDARD OPERATING PROCEDURE - COLLECTION FROM ZERO WASTE STATIONS

- fire-retardants;
- bodily fluids; and
- material contaminated with any of the above.

Records Management: This SOP shall be made readily accessible to the Contractor's staff, and shall be retained by the Contractor during the term of the contract with the City. The City shall provide the Contractor with updated versions of this SOP, as applicable.

Quality Assurance & Quality Control: For the purposes of performance management, the City may audit the Contractor's performance under this SOP.

| Question | Proponent's Response |
|---|----------------------|
| How will the Proponent be able to comply with the Standard Operating Procedure - Collection from Zero Waste Stations? | |

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE F - SUB-CONTRACTORS

SCHEDULE F - SUB-CONTRACTORS

The Sub-contractors shown below are the Sub-contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead, without prior written authorization of the City. (For contractual requirements, Proponents should note the relevant sections of the sample Supply agreement.)

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

| Company Name and Address | Contact Name and Telephone Numbers | Number of years the Contractor has used the Sub-Contractor | Area(s) of Responsibility |
|--------------------------|------------------------------------|--|---------------------------|
| | | | |
| | | | |
| | | | |

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE G - SUPPLIER CODE OF CONDUCT COMPLIANCE

SCHEDULE G - 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>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

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

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

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

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

Corporate Name of Proponent _____

Name & Title of Authorized Signatory _____

Signature _____

Date _____

SCHEDULE H - INSURANCE REQUIREMENTS

1. Required Types/Amounts

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

- (a) Auto Liability Insurance covering all vehicles owned, leased or operated by the Contractor in connection with the Agreement including Third Party Legal Liability Insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time;
- (b) All Risk Property Insurance, in amount acceptable to the City's Director of Risk Management, covering all supplies, equipment and other property of the Contractor which may be stored or kept at the Facilities by the Contractor from time to time. Such policy will include a waiver of subrogation against the City of Vancouver and the Board of Parks and Recreation;
- (c) Commercial General Liability Insurance policy with limits of not less than \$5,000,000 per occurrence, not less than \$5,000,000 in the aggregate, and a deductible of not more than \$5,000, protecting the Contractor and the Contractor's Personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's Personnel. The policy will contain a cross liability clause in favour of the City and will name the City and the City's Personnel as additional insured;
- (d) Fidelity Bond in an amount not less than \$100,000 for any one loss or occurrence, protecting the City of Vancouver and the Board of Parks and Recreation and their respective officers, officials, employees and agents against all claims for loss of money, securities or other property that the named insured or third parties may suffer as a direct result of the fraudulent or dishonest acts of the named insured, its employees or agents; and
- (e) Pollution/Environmental Impairment liability insurance, in an amount of not less than five million dollars (\$5,000,000) and a maximum deductible of fifty thousand dollars (\$50,000).

2. Required Policy Terms

All required insurance policies will remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and will:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 60 calendar days' prior written notice,

for any property insurance carried by the Contractor, contain a clause that waives the insurer's right of subrogation against the City and the City's Personnel.

SCHEDULE H - INSURANCE REQUIREMENTS

3. Insurance Certificate

Prior to signing this Agreement, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of one or more Certificate(s) of Insurance. The Certificate(s) of Insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such Certificate(s) of Insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City at any time during the performance of the Services immediately upon request.

4. Sub-Contractor's Insurance

The Contractor will provide in its agreements with its Sub-Contractors insurance clauses in the same form as in this Agreement. Upon request, the Contractor will deposit with the City detailed Certificates of Insurance for the policies of its Sub-Contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-Contractor agreements.

5. Insurance Requirements Additional to any other Requirements

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

6. Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Contractor or the Sub-Contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Contractor from any other provisions of this Agreement with respect to liability of the Contractor or otherwise.

**REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE I - KEY PERSONNEL**

SCHEDULE I - KEY PERSONNEL

The Proponent shall list the Proponent's Key Personnel, including back-up personnel, expected to provide the Services.

Proponents shall include an Organization Chart, and Resumes for each of the personnel listed in the table above.

Resumes shall include relevant education and work experience, and a minimum of three (3) references in the last three (3) years.

References must include contact name and telephone numbers.

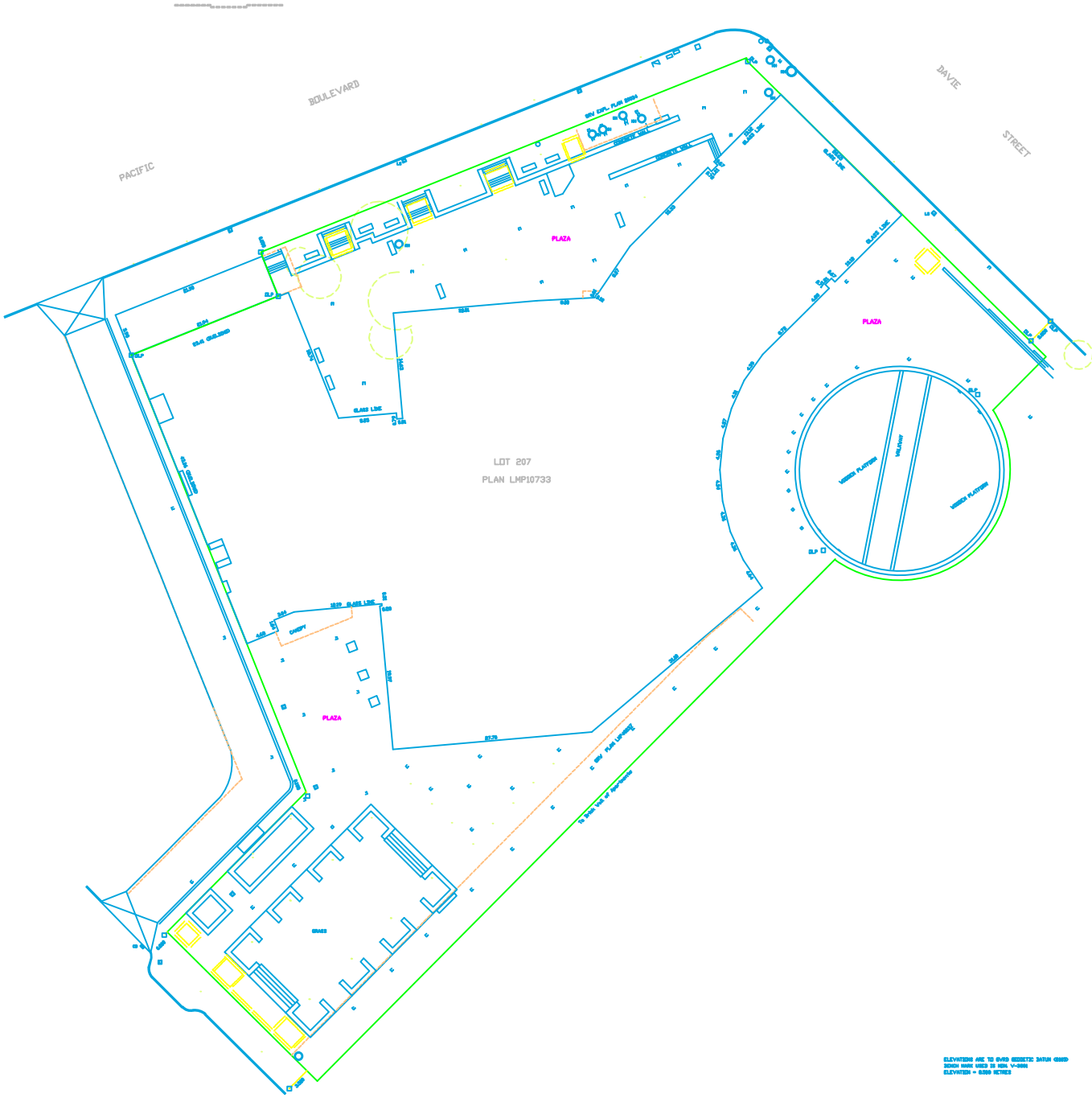
| Name of Key Personnel | Title | Role | Employee or Sub-Contractor? |
|-----------------------|-------|------|-----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
SCHEDULE J - SITE MAP**

SCHEDULE J - SITE MAP

SEE ATTACHED EXTERNAL MAP OF ROUNDHOUSE COMMUNITY CENTRE

PLAN OF SURVEY OF LOT 207, FALSE CREEK
PLAN LMP10733, GROUP 1, NEW WESTMINSTER DISTRICT



IRON PILE BROW -
LEAD PILE BROW -

ELEVATIONS ARE TO DRAIN SURFACE WATER GRAB
DRAIN PIPES ARE TO DRAIN TO DRAIN
ELEVATION = 8000 METERS

PROFESSIONAL LAND SURVEYORS
B.S. - 1075 FALLEN MEYER
VANCOUVER, B.C. V5L 3M7
P.O. BOX 687-0001
J-1000-007 F.S. 1000 p. 1-07

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES
APPENDIX 1 - CERTIFICATE OF EXISTING INSURANCE



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated _____

**REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES**

APPENDIX 2 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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 |

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

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

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

REQUEST FOR PROPOSAL NO. PS20130575
PROVISION OF CONTRACTED JANITORIAL SERVICES

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

Section 2: Environmental Management & Stewardship

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

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

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

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

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Please specify the verification system: _____

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

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

Please specify additional materials recycled: _____

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.

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

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APPENDIX 3 - DEVIATIONS AND VARIATIONS

Proponents shall use this Appendix 3 to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where the Proponent is proposing the use of contract language or clauses other than those set out in the sample Supply agreement, such clauses should be attached to this Appendix 3. The City will assume such clauses are in addition to those in the sample Supply agreement unless otherwise indicated by the Proponent.

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APPENDIX 4 - INFORMATION MEETING ATTENDANCE FORM

FINANCIAL SERVICES GROUP - Supply Chain Management

Purchasing Services

Request for Proposal ("RFP") No. PS20130575 Provision of Contracted Janitorial Services

To acknowledge your intent to attend the two (2) mandatory Information Meetings being held as per Part A, Introduction, and to ensure that you receive the required information, **please submit this form to the person identified below before 3:00 P.M., Friday, October 11, 2013.**

Diana Chan

Contracting Specialist

City of Vancouver

Fax: (604) 873-7057

Email: Diana.chan@vancouver.ca

Proponent's Legal Name: _____

"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company will attend the two (2) mandatory information meetings on October 17 (Thursday) & October 18 (Friday), 2013. We will wear the required PPE (i.e. vests, eye protection, and steel-toe shoes).

We will be represented by the following employee(s) (please state name(s)):

_____/_____

Authorized Signatory / Date

E-mail Address (Please print)

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APPENDIX 5 - RESPONSE NOTIFICATION FORM

FINANCIAL SERVICES GROUP - Supply Chain Management

Purchasing Services

Request for Proposal ("RFP") No. PS20130575 Provision of Contracted Janitorial Services

To acknowledge your intent to submit a Proposal, please submit this form to the person identified below before 3:00 PM, Friday, November 1, 2013.

Diana Chan

Contracting Specialist

Fax: 604 873 7057

Email: Diana.chan@vancouver.ca

Proponent's details:

Proponent's Name: _____

"Proponent"

Address: _____

Telephone: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** ☐ / **WILL NOT** ☐ submit a Proposal for

"RFP PS20130575 - Provision of Contracted Janitorial Services"

By the closing date (Tuesday, November 5, 2013, at 3:00:00 PM)

Authorized Signatory and Name of Company

E-mail Address

Date

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APPENDIX 6 - PROPONENT'S CLEANING EQUIPMENT

Please provide a list of all cleaning equipment (including brand names and descriptions if necessary) that you will use to perform the Services if you are selected to enter into a contract with the City.

| Item | Description/Brand Name | Age of Equipment | Energy Star Rating (if applicable) | Comments |
|------|------------------------|------------------|------------------------------------|----------|
| | | | | |
| | | | | |
| | | | | |