REQUEST FOR PROPOSALS

SUPPLY AND DELIVERY OF ROAD MARKING MATERIALS

RFP No. PS20140176

Issue Date: May 8, 2014
Issued By: City of Vancouver
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1.0 THE RFP

1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

1.2 The RFP concerns the City’s interest in procuring Road Marking Materials. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes Proposals respecting innovative or novel approaches to the City’s objectives and requirements.

1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proplicants for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proplicants or other entities at any time. The City may also terminate the RFP at any time.

1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.

1.5 NO BID SECURITY IS REQUIRED FROM PROPOUNTEES IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPOSAL TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPOSAL THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).

1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.

1.8 The RFP consists of four parts:

(a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proplicants.

(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 should be contained in each Proposal.

(c) PART C - PROPOSAL FORM: This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.
(d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

### 2.0 KEY DATES

#### 2.1 Potential Proponents should note the following key dates:

<table>
<thead>
<tr>
<th>Event</th>
<th>Time and Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Enquiries</td>
<td>May 22, 2014</td>
</tr>
<tr>
<td>Closing Time</td>
<td>May 29, 2014</td>
</tr>
</tbody>
</table>

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:

Rob Johnson - Buyer  
E-mail: rob.johnson@vancouver.ca  
Fax: 604.873.7057

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

3.3 **IF A POTENTIAL PROponent BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROponent IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROponent REGARDING THE MATTER.** See Section 11.2(l), (m) and (n) below for an indication of the types of conflicts of interest that often arise.

### 4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should 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 should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Supply and Delivery of Road Marking Materials; PS20140176”) to the following address:

    City of Vancouver  
    Supply Chain Management  
    453 West 12th Avenue  
    Vancouver, B.C.  
    V5Y 1V4

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

    Information Desk, Main Floor Rotunda,  
    Vancouver City Hall
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 Appendix 1 thereto.

4.4 Proposals must not be submitted by fax or email.

4.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.

4.6 City requests that one hard copy and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.

4.7 Proposals should not be bound in three-ring binders.

4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

4.9 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.

4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.

4.11 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.

4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City’s website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

6.0 CONTRACT REQUIREMENTS

6.1 In addition to addressing the other requirements of Part B hereof, each Proponent should indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent should so state and should propose alternative contract language as part of its Proposal.
6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.

6.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, 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 the avoidance of doubt, freight, insurance, import duties, brokerage, royalties, handling, overhead, profit and all other similar 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, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents’ skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents’ capabilities to meet the City’s Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

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

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent’s financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.

8.7 The City may request that any proposed subcontractors undergo evaluation by the City.

8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.

8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:

(a) accept any Proposal;

(b) reject any Proposal;

(c) reject all Proposals;

(d) accept a Proposal which is not the lowest-price proposal;

(e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;

(f) reject a Proposal even if it is the only Proposal received by the City;

(g) accept all or any part of a Proposal;

(h) split the Requirements between one or more Proponents; and

(i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

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

9.0 SUSTAINABILITY

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

9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.
10.0 CERTAIN APPLICABLE LEGISLATION

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

10.2 Proponents should note that the Income Tax Act (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the Income Tax Act (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents should note that:

(a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent’s Proposal until such time as an Agreement is entered into with that Proponent.

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

(c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent’s confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.

(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 Appendix 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), other applicable legal requirements, 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, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent’s or any proposed subcontractor’s organization (a “person having an interest”) or any spouse, business associate, friend or relative of a person having an interest is:

   i.  an elected official or employee of the City; or

   ii. related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent’s Proposal by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

(m) Each Proponent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

(n) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the
Proponent’s or its subcontractors’ duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

(o) Each Proponent is required to disclose whether the Proponent is competing for purposes of the RFP with any entity with which it is legally or financially associated or affiliated. Each Proponent must also disclose whether it is cooperating in any manner in relation to the RFP with any other Proponent responding to the RFP. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

(p) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

(q) 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, websites 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.

(r) 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. The City may also invite a Proponent to adjust its Proposal to remedy any such problem, without providing the other Proponents an opportunity to amend their Proposals.

12.0 DEFINITIONS

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

(a) “Agreement” means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;

(b) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;

(c) “Form of Agreement” means the form of agreement contained in Part D of the RFP;

(d) “Proponent” means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;

(e) “Proposal” means a proposal submitted in response to the RFP; and

(f) “Proposal Form” means the form contained in Part C of the RFP.
(g) “Road Marking Materials” means the products identified in Annex 1 of the RFP.

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.
1.0 CITY REQUIREMENTS

1.1 The City has the following objectives and requirements (together, the “Requirements”):
   - To establish a Supply Agreement for Road Marking Materials

       Further information regarding the Requirements, is contained in Annex 1 to the RFP.

1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

1.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

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

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

2.1 Each Proposal should have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.

2.2 Each Proposal should contain a section titled “Technical Proposal,” which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this Part B and the numbered sections of Annex 1 to the RFP.

2.3 Each Proposal should contain a section titled “Commercial Proposal,” which should contain full details of the Proponent’s proposed pricing and payment terms, which should be in accordance with Part A of the RFP, and, which should include a completed table in the following form:

   - Annex 2 - Pricing Table

   All prices are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

   Reference should be made to the foregoing Section 1 of this Part B and Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.

2.4 Each Proposal should contain a section titled “Proponent Overview,” which should provide a description of the Proponent’s company, purpose and history of successes.

2.5 Each Proposal should contain a section titled “Key Personnel,” which should identify and provide professional biographical information for the key personnel that would perform the
Proponent’s work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.

2.6 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving Supply and Delivery of Road Marking Materials. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.

2.7 Each Proposal should contain a section titled “References,” which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.

2.8 Each Proposal should contain a section titled “Subcontractors,” which should list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.

2.9 If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

2.10 Each Proposal should contain a section titled “Work Plan,” which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent’s work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing the “Technical Proposal” section where appropriate.

2.11 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal should contain a section titled “Sustainability,” wherein the Proponent should describe the environmental aspects of its Proposal. In addition, this section of the Proposal should include a completed table in the following form:

<table>
<thead>
<tr>
<th>Sustainability Initiative</th>
<th>Description</th>
<th>Details</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Packaging Reduction</td>
<td>The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.</td>
<td>Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.</td>
<td></td>
</tr>
<tr>
<td>b. Greenhouse Gas/Carbon Reduction</td>
<td>The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.</td>
<td>Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited</td>
<td></td>
</tr>
<tr>
<td>Sustainability Initiative</td>
<td>Description</td>
<td>Details</td>
<td>Response</td>
</tr>
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<td>---------------------------</td>
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<tr>
<td></td>
<td></td>
<td>amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions</td>
<td></td>
</tr>
<tr>
<td>c. Waste Reduction</td>
<td>The City aims to reduce waste where possible.</td>
<td>Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.</td>
<td></td>
</tr>
<tr>
<td>d. Toxic Reduction</td>
<td>The City aims to reduce toxins and hazardous substances in the workplace where possible.</td>
<td>Tell us what steps your firm has taken to use ‘design for environment’ principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).</td>
<td></td>
</tr>
<tr>
<td>e. Third Party Eco-labelling</td>
<td>The City aims to purchase, when possible, products that are eco-certified or eco-labelled by a recognized third party.</td>
<td>Describe and explain third party certification for the products to be supplied, which includes labelling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills.</td>
<td></td>
</tr>
<tr>
<td>f. Socio-economic Sustainability</td>
<td>Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.</td>
<td>Tell us about your firm’s efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.</td>
<td></td>
</tr>
</tbody>
</table>
Additionally, each Proposal should be accompanied by a duly completed Declaration of Supplier Code of Conduct Compliance in the form of Annex 5.

2.12 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City’s objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Each Proposal should contain a section titled “Deviations and Variations,” in which the Proponent should: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Form of Agreement.

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

2.14 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled “Conflicts; Collusion; Lobbying” as necessary.

2.15 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.

2.16 Each Proponent should submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 5.2 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.

2.17 Each Proponent should submit with its Proposal proof of valid WorkSafeBC registration.

2.18 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 therefor.
REQUEST FOR PROPOSALS NO. PS20140176
SUPPLY AND DELIVERY OF ROAD MARKING MATERIALS
PART C - PROPOSAL FORM

PROPOSAL FORM

RFP No. PS20140176, SUPPLY AND DELIVERY OF ROAD MARKING MATERIALS (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 Appendix 1 hereto and has separately executed such Appendix 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
APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

(a) “City” means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.

(b) “Contract” means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.

(c) “Losses” means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

(d) “Proponent” means the legal entity which has signed the Proposal Form, and “proponent” means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e) “Proposal” means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent’s proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and “proposal” means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f) “Proposal Form” means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.

(g) “RFP” means the document issued by the City as Request for Proposals No. PS20140176, as amended from time to time and including all addenda.

(h) “Road Marking Materials” means the products identified in Annex 1 of the RFP.
3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4 NO DUTY OF CARE OR FAIRNESS TO THE PROONENT

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. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

(a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties’ knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process;

(c) the Proponent preparing and submitting the Proposal;

(d) the City accepting or rejecting the Proposal or any other submission; or

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

6.2 Indemnity by the Proponent

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

(a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties’ knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or

(c) liability on any other basis related to the RFP or the proposal process.
6.3 Limitation of City Liability

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

7 DISPUTE RESOLUTION

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

(a) The arbitrator will be selected by the City’s Director of Legal Services;

(b) Section 6 of this Appendix 1 will:
   i. bind the City, the Proponent and the arbitrator; and
   ii. survive any and all awards made by the arbitrator; and

(c) The Proponent will bear all costs of the arbitration.
8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City’s Property

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

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

8.2 Proponent’s Submission Confidential

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

8.3 All City Information Confidential

(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

(b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor 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:

i. an official or employee of the City; or

ii. related to or has any business or family relationship with an elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.
(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

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

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and

(b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

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

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and

(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

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

10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, “City of Vancouver”, “Vancouver Police Board”, “Vancouver Public Library”, “Vancouver Park Board”, “Vancouver Board of Parks and Recreation”, or any other reference to any of the foregoing, without the express prior written consent of the City.
11 GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

(c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

(d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

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

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date
SUPPLY AGREEMENT

BETWEEN:

<SUPPLIER NAME>

AND:

CITY OF VANCOUVER

RELATING TO SUPPLY AND DELIVERY OF ROAD MARKING MATERIALS

DATED <DATE>
SUPPLY AGREEMENT

THIS AGREEMENT is made as of <
>

BETWEEN:

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

(hereinafter referred to as the “Supplier”)

AND:

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 Road Marking Materials Supply and Delivery;

AND WHEREAS the City wishes to purchase Road Marking Materials, 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 Parties;

(b) “Business Day” means a day that is not a Saturday, a Sunday or a public holiday in Vancouver, British Columbia;

(c) “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;

(d) “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;

(e) “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 from any Competent Authority in connection with the Supply;

(f) “Delivery” means the completion of delivery of the Products ordered in a particular Order, as amended, in accordance with Section 3.4;

(g) “Delivery Date” has the meaning ascribed to such term in Section 3.2(b)(iv);

(h) “Delivery Location” has the meaning ascribed to such term in Section 3.2(b)(iv);

(i) “Effective Date” has the meaning ascribed to such term in Section 2.1;

(j) “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;

(k) “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 a Party to perform its obligations under this Agreement;

(l) “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.

(m) “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;

(n) “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;

(o) “Order” means an order for Products submitted by the City in accordance with Section 3.2, which may be titled “Purchase Order”;
(p) “Parties” means the City and the Supplier and “Party” means one of them or any of them, as the context requires;

(q) “Permitted Purpose” has the meaning ascribed thereto in Section 7.1;

(r) “Products” means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;

(s) “Proposal” means the Supplier’s proposal dated <date>, submitted by the Supplier to the City in response to the RFQ;

(t) “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;

(u) “RFQ” means the City’s Request for Quotation number PS20130830;

(v) “Sales Tax” has the meaning ascribed to such term in Section 8.1;

(w) “Specifications” means, for each Product, the specifications therefor set forth in Schedule B;

(x) “Subcontractor” means any person engaged by the Supplier to perform any part of the Supply;

(y) “Supply” means the supply of Products by the Supplier to the City pursuant to Orders;

(z) “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
any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

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;

(d) the rule of interpretation known as ejusdem generis shall not apply;

(e) 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;

(f) 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

(g) “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:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
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<td>Schedule C</td>
<td>Estimate of Product Requirements</td>
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</tbody>
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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 6, this Agreement shall terminate on the third anniversary of the Effective Date 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 supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.

(b) The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.

(c) Without limiting the foregoing Section 3.1(a) Schedule C hereto contains a current estimate of the City’s Product requirements for each of the three successive 12 month periods beginning on the Effective Date. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the
City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.

3.2 Orders

(a) The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.

(b) Each Order shall:

(i) be given in writing;

(ii) refer to this Agreement;

(iii) specify the Products ordered; and

(iv) specify the date by which the Products ordered pursuant to the Order are to be delivered (the "Delivery Date"), and the location or address to which they are to be delivered (the "Delivery Location").

3.3 Product and Supply Requirements

(a) The Supplier shall manufacture, pack, transport and supply the Products (in each case to the extent applicable) in accordance with all:

(i) Product manufacturer recommendations and requirements;

(ii) generally accepted industry standards and practices; and

(iii) applicable Laws.

(b) The Products supplied to the City by the Supplier under this agreement shall:

(i) be new;

(ii) conform to the Specifications;

(iii) be free from defects in design, material and workmanship and remain so for twelve months after Delivery; and

(iv) comply with all applicable Laws.

(c) The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.

(d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.

(e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the City hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products 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.

(f) The Supplier shall adhere to, and shall ensure that the Products and Supply conform to, the City’s Supplier Code of Conduct referred to in Annex 4 of the RFP.

3.4 Delivery Requirements

(a) The Supplier shall deliver the Products ordered in each Order to the applicable Delivery Location by the applicable Delivery Date. Delivery of the Products specified in an Order shall be complete on their arrival at the Delivery Location.

(b) The Supplier shall not deliver the Products specified in an Order by instalments except with the prior written consent of the City.

(c) If the Products specified in an Order are not delivered in accordance herewith by the specified Delivery Date, then, without limiting any other right or remedy the City may have under this Agreement or otherwise, the City may:

(i) refuse to take any subsequent attempted delivery of such Products associated with such Order;

(ii) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the City in obtaining such substitute products; or

(iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier’s failure to deliver the Products specified in the Order by the Delivery Date,

provided that the Supplier shall have no liability for any failure or delay in delivering the Products specified in an Order to the extent that such failure or delay is caused by the City’s failure to comply with its obligations under this Agreement.

(d) Each shipment of Products shall be accompanied by a delivery document from the Supplier showing the Order number, the date of the Order, the type and quantity of Products included in the Order, and, in the case of an Order being delivered by instalments, the outstanding balance of Products remaining to be delivered.

(e) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant Products, and any such returns shall be at the Supplier’s expense.

(f) In respect of any Products that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.
3.5 Rejection of Defective Products

(a) The City shall not be deemed to have accepted any particular Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.

(b) If any Products delivered to the City do not comply with the Specifications, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those Products and:

(i) require the Supplier to remove the rejected Products from any City facility or work site at the Supplier’s risk and expense within five Business Days of being requested to do so;

(ii) require the Supplier to repair or replace the rejected Products at the Supplier’s risk and expense within five Business Days of being requested to do so;

(iii) require the Supplier to repay the price of the rejected Products in full (whether or not the City has previously required the Supplier to repair or replace the rejected Products); and

(c) The City’s rights and remedies under this Section 3.5 are in addition to the rights and remedies available to it under ARTICLE 5, ARTICLE 6 and applicable Laws.

(d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 3.5(b).

(e) If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 3.5(b), the City may, without affecting any of its other rights hereunder, obtain substitute products from a third-party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.

3.6 Risk and Title

(a) The risk in Products delivered to the City hereunder shall pass to the City on Delivery.

(b) Title to Products delivered to the City hereunder shall pass to the City on Delivery. 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 Products to the City, free and clear of all Encumbrances.

3.7 Certain Supplier 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) 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) all statements made by the Supplier in its Proposal are true and accurate;

(e) the Supplier is an authorized distributor of the Products; and

(f) the Supplier and the Supplier’s personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Products in accordance with the terms of this Agreement.

3.8 Product Warranties

(a) All Products provided under the Agreement shall be fully warranted by the Supplier for a period of one year, against defects in design, manufacturing, materials, workmanship and performance, and all such Products shall be covered by the Supplier’s and the Products’ manufacturers’ additional ordinary warranties (in each case, for a minimum of one year) against defects in design, manufacturing, materials, workmanship and performance.

(b) All Products provided under the Agreement shall be fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.

(c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.

(d) If requested by the City, the Supplier shall handle and manage all claims on manufacturer warranties for Product defects and resolve all matters either by repairing or replacing Products at the City’s sole discretion.

(e) The Supplier shall deliver to the City all such documentation as the City may reasonably require to evidence that Products are subject to a manufacturer’s warranty or additional Supplier warranty, on terms which are acceptable to the City. If any manufacturers’ warranties are issued to the Supplier and not the City, the Supplier shall take all such further steps and actions as may be required to assign the benefit of such warranties to the City.

3.9 No Exclusivity

(a) The City is not bound to treat the Supplier as its exclusive supplier of any Products.
(b) The City shall be entitled, in its sole discretion, to purchase products of the same type as, or similar to, the Products, from any supplier at any time.

3.10 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 4
PAYMENT

4.1 Payment to the Supplier

(a) The Supplier shall be entitled to invoice the City for each Order made by the City, on or at any time after Delivery.

(b) Subject to ARTICLE 6, the City shall pay the Supplier in respect of each Order in accordance with Section 4.3, Schedule A and ARTICLE 8, following the receipt of an invoice relating to such Order prepared and delivered in accordance with Section 4.1(a), Section 4.2 and Section 4.3.

(c) 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.

4.2 Content of Invoices

(a) Each of the Supplier’s invoices shall set out, at a minimum (and in such form or format as required by the City):

(i) the relevant Order number;

(ii) an itemized list of the amounts owing;

(iii) a description of the Products to which the invoice relates; and
(iv) the total amount payable under the invoice; and

(v) 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 relevant Order.

(b) 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.

4.3 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 the relevant 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.

4.4 Currency of Payment

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

4.5 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 5
LIABILITY AND INSURANCE

5.1 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 or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:
PS20140176 - SUPPLY AGREEMENT (SAMPLE)

(i) any loss or damage arising from a claim by any third party concerning or arising out of the Supply or the use of the Products, to the extent that such claim arises out of any negligence, wilful misconduct or failure to adhere to this Agreement by the Supplier or any of its Representatives;

(ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Supply or the use of the Products, to the extent that such illness, injury or death is attributable to the acts or omissions of the Supplier or any of its Representatives or is attributable to a Product attribute, feature, defect or failure;

(iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;

(iv) any defect in any of the Products or any failure of any Product or any failure of any Product to meet reasonable safety standards or applicable safety requirements;

(v) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;

(vi) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and

(vii) any breach of the warranties of the Supplier contained herein.

(b) Nothing in this Section 5.1 or 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.

(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 5.1 and the City accepts such appointment.

5.2 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, commercial general liability insurance with coverage of not less than $5,000,000 per occurrence and at least $1,000,000 of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.

(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 5.2(a).

(d) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.

(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 5.2 have been taken out and are being maintained.

ARTICLE 6
FORCE MAJEURE; TERMINATION

6.1 Force Majeure

(a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another 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 Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable 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 any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and

(iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.

(c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), 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 fifteen (15) days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of fifteen (15) days.

6.2 Purchaser Termination Rights

The City shall have the following rights:
(a) The City may terminate this Agreement at any time (and for its convenience) upon thirty (30) days’ written notice to the Supplier.

(b) 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 ten (10) days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least fifteen (15) days terminate this Agreement.

(c) The City may terminate this Agreement with immediate effect if 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.

6.3 Supplier Termination Rights

After giving at least seven days’ written notice to the City, the Supplier may terminate this Agreement when:

(a) Ninety (90) days after the due date for payment of an invoice issued by the Supplier to the City hereunder, 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 forty five (45) days following the issue of such reminder notice; or

(b) the City commits any material persistent breaches of its obligations under this Agreement, which render performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect such performance of this Agreement as a whole, and further which remain irremediable after ninety (90) days.

6.4 Consequences of Termination

(a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

(b) After termination of this Agreement, the provisions of Section 3.7, ARTICLE 5, ARTICLE 7 and ARTICLE 9 shall remain in force.
ARTICLE 7
RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

7.1 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.

7.2 No Promotion

The Supplier shall not disclose or promote its 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.

7.3 Confidentiality Obligation

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 making use of the Products (a “Permitted Purpose"), or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 7.

7.4 Disclosure to Representatives

A Party may disclose another 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 7.

7.5 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 such 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.

7.6 Other Disclosures by the City

The City’s obligations under this ARTICLE 7 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 7, 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.

ARTICLE 8
TAXES

8.1 Taxes for Own Accounts

Unless otherwise expressly stated in this ARTICLE 8, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party 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 prices set forth in Schedule A include 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 Products within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

8.2 Withholding Taxes

(a) Notwithstanding any other provision to the contrary, if the City considers it 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 8.2(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 8.2(a).

(d) If the City does not withhold an amount under Section 8.2(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 8.2(a).

ARTICLE 9
DISPUTE RESOLUTION

9.1 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.

9.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 9.1:

(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. 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

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

ARTICLE 10
MISCELLANEOUS

10.1 Assignment

(a) The Supplier shall not assign this Agreement (including by operation of law) without the express prior written consent of the City.

(b) If the Supplier is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 10.1(a).

(c) No assignment permitted by the City shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.

(d) The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

10.2 Time of the Essence

Time is of the essence of this Agreement.

10.3 Costs

Each of the Parties hereto shall pay its 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.
10.4 Benefit of this Agreement

(a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

(b) Except as expressly set forth in the foregoing Section 10.4(a) or Section 5.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

10.5 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.

10.6 Amendments and Waiver

No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by 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.

10.7 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 an authorized agent of a Party, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation), addressed to a Party as follows:

(i) if to the Supplier:

<Supplier>
<address>

Attention: <>
Facsimile: <>
(ii) if to the City:

City of Vancouver
Supply Chain Management
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Rob Johnson
Facsimile: 604.873.7057

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 4.3 or as otherwise specified in the relevant 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 order, demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

10.8 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 9; and
(ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 9 or any judgment of any court in the Province of British Columbia.

10.9 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.

10.10 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.

[The remainder of this page is intentionally left blank.]
10.11 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.

10.12 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  Peter Judd
General Manager Engineering  Services

Signature  Nick Kassam
Chief Purchasing Official
SCHEDULE A -
PRODUCTS AND PRICES

To be attached when finalized.

All prices quoted must be exclusive of taxes but inclusive of all other costs. Prices must be quoted in Canadian currency. Prices must be fixed during the full term of the Supplier’s Agreement.
The Scope of the Supplier’s Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule B.
The following table represents approximate annual usage of Road Marking Materials. This data is provided as a guide but not a guarantee of future product volumes.

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantities Received/Purchased</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>106039 THERMOPLASTIC, ALKYD, WHITE</td>
<td>84,000.00</td>
<td>LB</td>
</tr>
<tr>
<td>113849 GLASS BEADS - ROADMARKING</td>
<td>52,800.00</td>
<td>LB</td>
</tr>
<tr>
<td>118347 PAINT, WHITE BULK, ROADMARKING</td>
<td>11,070</td>
<td>litre</td>
</tr>
<tr>
<td>118348 PAINT, YELLOW BULK, ROADMARKING</td>
<td>11,070</td>
<td>litre</td>
</tr>
</tbody>
</table>
PS20140176 - SUPPLY AND DELIVERY OF ROAD MARKING MATERIALS

1.0 Schedule of Detailed Requirements

1.1 Introduction

The City requires a proponent, or proponents, to supply and deliver road marking materials. Materials should be suitable for street and parking lot applications with truck mounted or walk behind equipment. The lists of materials covered in this scope of work are as follows:

- Paint
- Thermoplastic
- Glass beads

1.2 Background

The following table represents approximate annual usage of Road Marking Materials. This data is provided as a guide but not a guarantee of future product volumes.

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantities Received/Purchased</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>106039 THERMOPLASTIC, ALKYD, WHITE</td>
<td>84,000.00</td>
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</tr>
<tr>
<td>118348 PAINT, YELLOW BULK, ROADMARKING</td>
<td>11,070</td>
<td>litre</td>
</tr>
</tbody>
</table>

To achieve this requirement the City would like to establish a three-year Supply Agreement with a proponent (or proponents) that have the skills, knowledge, and experience to efficiently and cost-effectively supply road marking materials to the City.

2.0 City Provided

The City will provide assistance with off-loading materials at National Works Yard stores.

3.0 Acceptance Criteria

The City will evaluate proposals based on:

a) the proponent’s ability to provide road marking materials using the most current, economical and best performing products and processes available;
b) the proponent’s ability to deliver the materials in a timely manner that conforms to City work schedules and plans;
c) the proponent’s ability to provide reporting capabilities;
d) the proponent’s business profile, size, reputation and capabilities;
e) the proponent’s ability to provide detailed descriptions of their environmental and socio-economic sustainability initiatives; and
f) the proponent’s ability to meet the City’s insurance requirements.
4.0 Product Specifications

All products must meet BC Ministry of Transportation specifications. Certificates of Product Compliance issued from accredited North American testing laboratories may be requested for each shipment. Samples of products offered may be requested.

4.1 Paint

The City requires a premium quality, low VOC, lead free, solvent based acrylic copolymer road marking paint in white and yellow colours with a quick drying time. The paint will be used for road marking, parking lots, crosswalks and stop bars. The paint should be:

- suitable for colder ambient applications where waterborne cannot be used on bituminous and concrete roadways
- suitable for a 15 mil application applied cold (ambient) or with low heat (maximum 60 C) with airless or conventional spray equipment
- designed for use with or without glass beads
- below 150 g/l VOC
- able to cover 320 feet of 4” striping at 15 mils; 400 feet of 4” striping @ 12 mils and 480 feet of 4’ striping @ 10 mils.

Proponents are to describe their product(s) specifications which should include materials composition, coverage, drying times and any other pertinent information. The Proponent should also describe the shipping containers (totes) that products will be delivered.

4.2 Thermoplastic

The City requires a premium quality white alkyd thermoplastic in 50 pound bags which is fast melting, easy to apply and allows for maximum coverage, and:

- has superior performance; abrasion resistant for durability
- mechanically adheres to all asphalt pavements
- has an adhesive bond to concrete (requires primer for application)
- is flexible application thicknesses
- is formulated for quick dry of less than 2 minutes at temperatures as low as 10°C
- Engineered to minimize lane interruptions and closures
- Has application methods include spray, ribbon or screed (40-125 mils)

Proponents are to describe their product specifications which should include materials composition and any other pertinent information. Proponents may be asked to provide independent testing from accredited North American testing laboratories with results showing compliance to current AASHTO M-247.

4.3 Glass Beads

- Glass bead product must meet the requirements of AASHTO M 247-11 Type 1 (standard gradation) with a minimum roundness value of 75% true spheres qualifies under this section.
- Manufacture/suppliers are to provide independent testing from accredited North American testing laboratories results showing compliance to current AASHTO M-247. Heavy metal concentrations
must be below acceptable minimums. The following are maximum concentrations of contaminants for Arsenic is 50mg/kg (50 ppm); Lead 90 mg/kg (90 ppm); and Antimony 75 mg/kg (75 ppm).

5.0 Shipping Container (tote) Returns

The proponent should describe container return process.
All prices quoted must be exclusive of taxes but inclusive of all other costs. Prices must be quoted in Canadian currency. Prices must be fixed during the full term of the Supplier’s Agreement.

<table>
<thead>
<tr>
<th>City Part Number</th>
<th>Material Description</th>
<th>Estimated Annual Unit Quantities</th>
<th>Unit</th>
<th>Unit Pricing</th>
<th>Extended Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>106039</td>
<td>THERMOPLASTIC, ALKYD, WHITE</td>
<td>84,000.00</td>
<td>LB</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>113849</td>
<td>GLASS BEADS</td>
<td>52,800.00</td>
<td>LB</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>118347</td>
<td>PAINT, WHITE BULK</td>
<td>11,070</td>
<td>litre</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>118348</td>
<td>PAINT, YELLOW BULK</td>
<td>11,070</td>
<td>litre</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

The City would like to establish a single source for Road Marking Materials, however, multiple sources will be considered. As such, partially completed pricing tables will be considered.

Supplier shall indicate the number of business required for delivery of products after receipt of a Purchase Order in the following table.

<table>
<thead>
<tr>
<th>City Part Number</th>
<th>Material Description</th>
<th>Estimated Lead Time (in business days) From Time of Receipt of Purchase Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>106039</td>
<td>THERMOPLASTIC, ALKYD, WHITE</td>
<td>_____ days</td>
</tr>
<tr>
<td>113849</td>
<td>GLASS BEADS</td>
<td>_____ days</td>
</tr>
<tr>
<td>118347</td>
<td>PAINT, WHITE BULK</td>
<td>_____ days</td>
</tr>
<tr>
<td>118348</td>
<td>PAINT, YELLOW BULK</td>
<td>_____ days</td>
</tr>
</tbody>
</table>
GENERAL CERTIFICATE OF INSURANCE

PS20140176 - CERTIFICATE OF EXISTING INSURANCE

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

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
   and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]

   MAILING ADDRESS:

   LOCATION ADDRESS:

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

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.
   (All Risks Coverage including Earthquake and Flood)
   INSURER: __________________________
   TYPE OF COVERAGE: __________________________
   POLICY NUMBER: __________________________
   POLICY PERIOD: From __________ to __________
   INURED VALUES: (Replacement Cost)
   Building and Tenants’ Improvements: $ ______
   Contents and Equipment: $ ______
   Deductible Per Loss: $ ______

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
   Including the following extensions:
   ✓ Personal Injury
   ✓ Products and Completed Operations
   ✓ Cross Liability or Severability of Interest
   ✓ Employees as Additional Insureds
   ✓ Blanket Contractual Liability
   ✓ Non-Owned Auto Liability
   INSURER: __________________________
   POLICY NUMBER: __________________________
   POLICY PERIOD: From __________ to __________
   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
   Per Occurrence: $ ______
   Aggregate: $ ______
   All Risk Tenants' Legal Liability: $ ______
   Deductible Per Occurrence: $ ______

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
   INSURER: __________________________
   POLICY NUMBER: __________________________
   POLICY PERIOD: From __________ to __________
   LIMITS OF LIABILITY:
   Combined Single Limit: $ ______
   If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE
   INSURER: __________________________
   POLICY NUMBER: __________________________
   POLICY PERIOD: From __________ to __________
   LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
   Per Occurrence: $ ______
   Aggregate: $ ______
   Self-Insured Retention: $ ______

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:
   Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
   a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
   b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
   c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated: __________________________

PAGE Ax3-1
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City’s Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest 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 suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of ____________________________ (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, ____________________________ (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, 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).

<table>
<thead>
<tr>
<th>Section of SCC / title of law</th>
<th>Date of violation / conviction</th>
<th>Description of violation / conviction</th>
<th>Regulatory / adjudication body and document file number</th>
<th>Corrective action plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of ____________________________ (vendor name).

Signature: __________________________________________

Name and Title: _________________________________________
PS20140176

City of Vancouver

ANNEX 5

Assessment of Vendor Sustainability Leadership Questionnaire (for Product Providers)

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

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

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

Section 1: Fair Workplace Practices

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

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

3. Tell us how your company verifies compliance to the standards in the Supplier Code of Conduct and/or Purchasing Policy.
   a) We conduct third party audits of factories we work with □ Yes □ No
   b) We conduct internal audits of our supply chain and work with our supply base to resolve issues □ Yes □ No
   c) We publicly disclose the names and locations of our factories □ Yes □ No
   d) We rely on a complaint-based system to identify supplier non-compliance □ Yes □ No

4. Tell us which memberships you hold with organizations that work to promote fair and reasonable employment conditions for workers.
   a) We are a member of Fair Labour Association or Social Accountability International or Worker’s Rights Consortium □ Yes □ No
   b) We are a member of Fair Factories Clearinghouse or Sedex □ Yes □ No
   c) We are a member of another organization that promotes fair and reasonable employment conditions Please specify

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

5. Tell us how your company works to promote workplace health and safety.
### Assessment of Vendor Sustainability Leadership Questionnaire (for Product Providers)

**Section 1: Health & Safety Leadership**

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

**Section 2: Fair Wages and Employee Benefits**

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

**Section 3: Environmental Management & Stewardship**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) We have a documented Environmental or Sustainability Policy</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b) We have an environmental management system registered to ISO 14001</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c) We have a system registered, certified or recognized by another standard (e.g. EMAS)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d) We have a non-registered audited environmental management system</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>e) We conduct compliance audits to health, safety and environmental legislation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) We produce a publicly available annual environmental, CSR, sustainability or accountability report</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>9. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) We measure our GHG emissions and have developed a reduction strategy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) We publicly report our GHG emissions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) We have set publicly available GHG reduction targets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) We have retrofitted our facilities, our fleet and/or made process improvements to decrease GHG emissions and energy use.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible. Please specify the verification system:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>10. Tell us how your company works to reduce waste in its daily operations.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) We conduct regular audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) We have set publicly available waste reduction targets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) We have other recycling programs in our operations Please specify additional materials recycled:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>11. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**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.

<table>
<thead>
<tr>
<th>Section</th>
<th>Question</th>
<th>Back-up Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 1  Fair Workplace Practices</strong></td>
<td>Question 1</td>
<td>• Location details of factory locations</td>
</tr>
<tr>
<td></td>
<td>Question 2</td>
<td>• A copy of Supplier Code of Conduct or policy</td>
</tr>
<tr>
<td></td>
<td>Question 3</td>
<td>• A copy of third-party audit reports</td>
</tr>
<tr>
<td></td>
<td>Question 4</td>
<td>• A list of publicly disclosed factories</td>
</tr>
<tr>
<td><strong>Section 2  Workplace Health and Safety</strong></td>
<td>Question 5</td>
<td>• A copy of policy</td>
</tr>
<tr>
<td></td>
<td>Question 6</td>
<td>• Proof of safety management system certification</td>
</tr>
<tr>
<td></td>
<td>Question 7</td>
<td>• Documentation of employee benefit packages and a list of those who receive benefits</td>
</tr>
<tr>
<td><strong>Section 3  Environmental Management and Stewardship</strong></td>
<td>Question 8</td>
<td>• A copy of policy</td>
</tr>
<tr>
<td></td>
<td>Question 9</td>
<td>• Proof of environmental management system certification</td>
</tr>
<tr>
<td></td>
<td>Question 10</td>
<td>• A copy of public report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• A copy of reduction targets and related results</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Proof of LEED, BEEAMA, etc. certification</td>
</tr>
<tr>
<td></td>
<td>Question 11</td>
<td>• Total tonnes of solid waste generated</td>
</tr>
<tr>
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<td>• A copy of reduction targets and related results</td>
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<td>• Copy of third-party audit/verification</td>
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