



## REQUEST FOR PROPOSALS

### SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS

RFP No. PS20181073

Issue Date: July 3, 2018

Issued by: City of Vancouver (the "City")

REQUEST FOR PROPOSALS NO. PS20181073  
SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS  
PART A - INSTRUCTIONS AND INFORMATION

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PART A - INSTRUCTIONS AND INFORMATION

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PART A  
INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

- 1.1 The City is interested in selecting an entity (each, a “Proponent”) that submits a proposal (each, a “Proposal”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be three (3) years, with three (3) possible one (1)-year extensions, for a maximum total term of six (6) years. The option to extend the Contract is subject to agreement between the vendor and the City.

However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

- 1.2 Proponents should submit their proposals on or before 3:00 pm, July 18, 2018 (the “Closing Time”) by email accordance with the following:

- Subject of the file to be: PS20181073 - SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS - Vendor name.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Commercial Proposal (Pricing Table) in Excel format, and;
  - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
- If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca).
- **SUBMITTING THE FILES VIA FAX, DROP BOX, FTP, OR SIMILAR PROGRAMS, IS NOT ACCEPTABLE.**

- 1.3 All enquiries regarding the RFP must be addressed to the person identified below (the “Contact Person”) by email with the proponent’s name and the RFP title and number in the ‘subject’ line. All enquiries regarding the RFP must be addressed five (5) business days prior to the Closing Time.

Jing Fan  
[Jing.fan@vancouver.ca](mailto:Jing.fan@vancouver.ca)

- 1.4 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.
- 1.5 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Proposal Form”), completed and duly executed by the relevant Proponent.

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- 1.6 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 1.7 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.
- 1.8 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 1.9 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.

**2.0 CHANGES TO THE RFP AND FURTHER INFORMATION**

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

**3.0 PRICING**

- 3.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 3.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the initial thirty-six (36) month period unless otherwise expressly agreed to by the City. Any requested price change, after the initial period, will be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the initial period or the twelve (12) month extension periods.
- 3.3 Prices are to be quoted DDP destination (Incoterms 2010) and include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.

**4.0 EVALUATION OF PROPOSALS**

- 4.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated to determine overall best value to the City. The City expects to evaluate: (i) financial terms; (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Proponents' approach to meeting the City's requirements; and (iv) environmental or social sustainability impacts.

Evaluation Criteria	Evaluation Weighting
Technical	50%
Financial	45%
Sustainability	5%
Total	100%

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**5.0 CITY'S DISCRETION**

- 5.1 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.

**6.0 LEGAL TERMS AND CONDITIONS**

- 6.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 4. Except where expressly stated in these Legal Terms and Conditions: (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. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 4: (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.

**POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.**

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PART B - CITY REQUIREMENTS

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**PART B  
CITY REQUIREMENTS**

**1.0 Introduction**

Vancouver Fire and Rescue Services (VFRS) would like to procure a vendor to supply the Marine Unit and Technical Rescue Teams with a quality weatherproof Jackets and pants.

**2.0 Background**

- 2.1 VFRS Marine Unit and Technical Rescue Teams need quality weatherproof jackets and pants for the inclement weather conditions that they experience while performing their duties. The products quality must be made with fabric that is waterproof, windproof, breathable and durable to keep our personnel warm and dry. Comfort, functionality and safety are key elements of this request for the jacket and pants.
- 2.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
- 2.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.
- 2.4 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

**3.0 Summary of Requirement**

The successful vendor must be able to provide VFRS with a quality weatherproof jackets and pants that meet the waterproof, windproof, breathability and durability that are outlined in the specification.

**4.0 Specifications**

WEATHERPROOF JACKET	
4.1 Colour	<ul style="list-style-type: none"><li>LAPD blue</li></ul>
4.2 Size	<ul style="list-style-type: none"><li>S-XXL+</li></ul>
4.3 Performance	<ul style="list-style-type: none"><li>eVent XPD/Gore-Tex pro</li><li>3 layer fabric</li></ul>
4.4 Membrane	<ul style="list-style-type: none"><li>ePTFE/PTFE</li></ul>
4.5 Waterproof Rating (mm)	<ul style="list-style-type: none"><li>&gt;25,000 mm</li></ul>
4.6 Air Permeability (cfm)	<ul style="list-style-type: none"><li>Min. 0.04 cfm</li></ul>
4.7 Collar height	<ul style="list-style-type: none"><li>Min. 4"</li></ul>
4.8 Hood size	<ul style="list-style-type: none"><li>Attached Helmet compatible</li></ul>
4.9 Hood configuration	<ul style="list-style-type: none"><li>3 point adjustable</li></ul>
4.10 Sleeves	<ul style="list-style-type: none"><li>Articulated sleeves (reg./short)</li></ul>
4.11 Jacket Cuffs	<ul style="list-style-type: none"><li>Adjustable</li></ul>

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4.12 Jacket Cuff tabs	<ul style="list-style-type: none"> <li>• Yes</li> </ul>
4.13 Powder Skirt	<ul style="list-style-type: none"> <li>• Yes</li> </ul>
4.14 Wind/Storm flap	<ul style="list-style-type: none"> <li>• Yes</li> </ul>
4.15 Vent Zipper/pit zippers	<ul style="list-style-type: none"> <li>• Yes 1 on each side</li> </ul>
4.16 Zippers	<ul style="list-style-type: none"> <li>• Water resistant polyurethane film</li> </ul>
4.17 Centre Zipper durability	<ul style="list-style-type: none"> <li>• YKK #8 Vislon polyurethane coated</li> </ul>
4.18 Reverse coil pocket zippers	<ul style="list-style-type: none"> <li>• YKK #5 polyurethane coated</li> </ul>
4.19 Chest pocket sizes	<ul style="list-style-type: none"> <li>• Min. 9"x8" 1 on side of chest</li> </ul>
4.20 Hand pocket sizes	<ul style="list-style-type: none"> <li>• Min. 16"x6.5" 1 on each side</li> </ul>
4.21 Internal Chest Pocket	<ul style="list-style-type: none"> <li>• Yes</li> </ul>

<i>Weatherproof Jacket and pants continued</i>	
4.22 Stitches per inch	<ul style="list-style-type: none"> <li>• Min. 12 stitches per inch</li> </ul>
4.23 Seam Tape	<ul style="list-style-type: none"> <li>• Waterproof 15mm</li> </ul>
ADD-ONS	
4.24 Epaulette	<ul style="list-style-type: none"> <li>• 1 on top of each shoulder</li> </ul>
4.25 Silver reflectivity Tape	<ul style="list-style-type: none"> <li>• 2" wide film, on each outer sleeve</li> <li>• 2" wide film, on each side of chest vertical</li> <li>• 2" wide film across lower back</li> </ul>
4.26 Logo	<ul style="list-style-type: none"> <li>• 12 ½" Custom logo on back</li> </ul>
4.27 Velcro	<ul style="list-style-type: none"> <li>• 4"x4" on each outside shoulder (Velcro shoulder flashes)</li> <li>• 3"x2" each side of chest (name tag/special team)</li> </ul>
4.28 Mic Clip	<ul style="list-style-type: none"> <li>• 1 47mmx14mm Hypalon clip</li> </ul>

WEATHERPROOF PANTS	
4.29 Colour	<ul style="list-style-type: none"> <li>• LAPD blue</li> </ul>
4.30 Size	<ul style="list-style-type: none"> <li>• S-XXL+</li> </ul>
4.31 Performance	<ul style="list-style-type: none"> <li>• eVent XPD/Gore-Tex pro</li> <li>• 3 layer fabric</li> </ul>
4.32 Membrane	<ul style="list-style-type: none"> <li>• ePTFE/PTFE</li> </ul>
4.33 Waterproof Rating (mm)	<ul style="list-style-type: none"> <li>• &gt;25,000</li> </ul>
4.34 Air Permeability (cfm)	<ul style="list-style-type: none"> <li>• Min. 0.04</li> </ul>
4.35 Articulated knees	<ul style="list-style-type: none"> <li>• Yes</li> </ul>
4.36 Crotch Gusset	<ul style="list-style-type: none"> <li>• Yes</li> </ul>
4.37 Waist	<ul style="list-style-type: none"> <li>• Elasticized</li> <li>• 2 point snap adjustment at waist</li> </ul>
4.38 Pant Cuffs	<ul style="list-style-type: none"> <li>• 2 point snap adjustment</li> <li>• Hypalon cuff tab</li> </ul>
4.39 Zippers	<ul style="list-style-type: none"> <li>• Water resistant polyurethane film</li> </ul>
4.40 Reverse coil pocket zippers and fly	<ul style="list-style-type: none"> <li>• YKK #5 polyurethane coated</li> </ul>
4.41 Full Side zippers	<ul style="list-style-type: none"> <li>• On each pant leg</li> <li>• YKK #5 polyurethane coated Vislon zipper</li> </ul>
4.42 Hip pocket	<ul style="list-style-type: none"> <li>• Zippered stash pocket</li> </ul>
4.43 Stitches per inch	<ul style="list-style-type: none"> <li>• Min. 12 stitches per inch</li> </ul>
4.44 Seam tape	<ul style="list-style-type: none"> <li>• Waterproof 15mm</li> </ul>
ADD-ONS	

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4.45 Knee Reinforcement	<ul style="list-style-type: none"><li>• Knees doubled up</li></ul>
4.46 Pant Cuffs	<ul style="list-style-type: none"><li>• Reinforced 1000D Cordura</li></ul>
4.47 Hip pocket	<ul style="list-style-type: none"><li>• Zippered stash pocket</li></ul>
4.48 Reflective	<ul style="list-style-type: none"><li>• Side zipper *upgrade* on each pant leg</li></ul>
4.49 Fabric	<ul style="list-style-type: none"><li>• Entire pant made of eVENT or Gore-tex Pro</li></ul>

## 5.0 Work Scope

The vendor will:

- Provide a sample of the fabric and style of jacket and pants upon request by the City of Vancouver;
- Have a sample of the finished garment for approval within a 1-2 month period from being issued a Purchase Order;
- Deliver the finished garment within 6 months upon receiving a purchase order;
- Shall cover all manufacturer defects in material and or workmanship.
  - Provide information on proper care, cleaning and maintenance procedures for the product; and
  - Provide a 4-6 week turnaround time for repairs or warranty on their product.

## 6.0 Deliverables

The Aforementioned conditions shall be here within 6 months from being issued a Purchase Order.

## 7.0 Address For Deliveries

Any successful Proponent of goods may be asked to deliver goods to at the following address: Vancouver Fire and Rescue Services Training Division 1330 Chess Street Vancouver, British Columbia V6A 4K6, or to such other addresses as are specified in a City contract or purchase order.

## 8.0 Acceptance Criteria and Sample

- 8.1 The City will require sample from the short listed Proponents. After the Proponents supply the City of Vancouver with the sample of fabric and style of jacket and pants, Vancouver Fire and Rescue Services may choose to enter into an agreement with the vendor.
- 8.2 The Proponent shall submit two (2) units of each (1 set of Large and 1 set of XL). Sample shipment should be marked with the Proponent's Name, PS20181073 and Supply and Delivery of Weatherproof Jacket and Pants.
- 8.3 Proponents may be requested to provide additional samples or samples of fabric for the specific required colours for further evaluation and testing. Samples if and when required, shall be submitted within the time specified (no later than five (5) business days) and must be supplied at no expense to the City.
- 8.4 Samples shall be submitted at no cost to the City. Proponents shall cover all costs including all freight, unloading at destination, import duties, brokerage fees, royalties, handling, overhead, and all other costs. If not destroyed in testing, they will be returned at the Proponent's request and expense.

## 9.0 Schedule



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- 9.1 The following timeline is anticipated, though it will be developed in more detail with the successful Proponent.
- 9.2 The Proponent's proposal shall indicate whether they can meet the following timeline. If the timeline below is not achievable, the proponent must clearly state this in their RFP submission and provide an alternate schedule for consideration.
- Order size confirmed by Aug, 2018
  - Strike off sample for approval Aug, 2018
  - Final deliver of product Dec, 2018
- 10.0 Sustainability**
- 10.1 Proponents shall submit with the Proposal a completed Vendor Sustainability Leadership Questionnaire attached as Appendix 2;
- 10.2 a table identifying the name and locations of their suppliers and manufacturing facilities where the City's requirements are made;
- 10.3 a table identifying the Certifications, each supplier are certified to or registered to; and
- 10.4 the successful Proponent shall submit an updated list of the name and locations of their suppliers and/or manufacturing facilities annually.

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PART C - PROPOSAL FORM

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APPENDIX 1  
PROPOSAL FORM

RFP No. PS20181073, SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS (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 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 agrees to the Legal Terms & Conditions attached as Appendix 4 to the RFP.

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

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PART C - PROPOSAL FORM

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### 1.0 Executive Summary

Provide a brief executive summary of your Proposal.

### 2.0 Approach to Meeting Requirements

Described below your proposed approach to providing the required services. The Proponent should make reference to the Section 4.0 Work Scope in PART B as appropriate:

- a) Confirm if Proponent can meet the City's specifications listed on Section 4.0, PART B.
- b) How long will take Proponent to provide a sample of the fabric and style of jacket and pants upon the City's assurance of the PO?
- c) Describe how to meet the City's lead time of 6 months from issuance of the purchase order. The City may give precedence to Proponent who can deliver products shorter than 6 month lead time ;
- d) Proponent should provide information on proper care, cleaning and maintenance procedures for the product;
- e) Proponent should provide information of how to meet the City's 4-6 weeks turnaround time for repairs or warranty on your product.

### 3.0 Key Personnel

Identify and provide professional biographical information for the key personnel that would perform the required services, outlining their intended roles in meeting the Requirements.

- a) designate a contact person who will make decisions to ensure that the Contract implementation and day-to-day operation are as specified herein; and
- b) Identify key personnel to be assigned to this Contract, setting out their names and titles, responsibilities and relevant experience.

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#### 4.0 Experience

Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving projects similar to the scope of work described in this RFP. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.

#### 5.0 References

Each Proposal should provide names and contact information for approximately three parties for whom the Proponent as a distributor of weatherproof jackets and pants in the past. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization not listed in the table below for the purposes of evaluating the Proponent's company and Proposal.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	

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E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

#### 6.0 Subcontractors

List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed). . If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.

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

#### 7.0 Work Plan

Each Proposal should detail the sequential process for the following:

- deliver the goods, from the receipt of order, manufacturing to the delivery at the destination;

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- state the delivery time from the receipt of an order to the arrival at the destination; and
- repair procedure including meeting the City's 4-6 week turnaround time.

### 8.0 Inspection of Products

All products supplied shall be subject to inspection and testing by the City in accordance with the terms set out in Part D – Form of Agreement. Each Proposal should:

- (a) describe its processes and capabilities of testing material and products at the manufacturing facilities, including quality control tests done internally by the manufacturer or by a third party inspection company acceptable to the City.
- (b) describe its product replacement process, including an expedited timeline for collection of returning products and delivery of replacement products, for the event that any items are found damaged or otherwise not in conformity with the specifications.

### 9.0 Warranty

Each Proposal should describes their warranty offered and manufacturer warranty offered in detail including but not limited to, warranty coverage, warranty term, extended warranty options, replacement, dispute resolution policy and procedures and anything related to warranty.

### 10.0 Sustainability and Social Value

#### 10.1 Sustainability

In the space below, Proponent should provide the required information stated on Part B, Section 10.0

#### 10.2 Social Value

To help the City achieve social value, Applicant is encouraged to perform part of the services through

- 1) directly engage capable Social Enterprises

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PART C - PROPOSAL FORM

2) employ People with Barrier to Employment

\*\* please reference to Appendix 2 for the definition of Social Enterprises and People with Barrier to Employment

Please articulate how and to what degree (% of work, % of employment etc.) your company would support the above mentioned City social value.

### 11.0 Proposed Amendments To Form Of Agreement

Complete Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement PART D of the RFP. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

### 12.0 Declaration of 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](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

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

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noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). 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: \_\_\_\_\_

Exceptions to Declaration:

### 13.0 Conflicts, Collusion, Lobbying

See Article 9 of Appendix 4 for instructions.

### 14.0 Commercial Proposal

Complete the pricing table attached in Excel spread sheet. All prices are to be quoted in in Canadian currency and exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

### 15.0 Term of Payment

Proponents should refer to the descriptions under Article 4 Payment in the Part D Form of Agreement for the City's standard payment term, which is net 30 days after the receipt of the invoice. Proponent should indicate if early payment discount of \_\_\_\_\_% is offered if payments are:

- (a) paid within \_\_\_\_\_ days; or
- (b) paid by the \_\_\_\_\_ of the month following.



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**APPENDIX 2**  
**VENDOR LEADERSHIP QUESTIONNAIRE**

As part of the City's Corporate Procurement 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 like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process for this RFP.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the Proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises Additional social sustainability initiatives
Section 3: Definitions	Definitions for key terms used in this Annex.

**SECTION 1: ENVIRONMENTAL IMPACT**

*This section of the leadership questionnaire addresses the following:*

- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Does your company own buildings in Metro Vancouver?

☐ Yes                      ☐ No

If no, skip to question 2.

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If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings owned and/or rented space in Metro Vancouver with respect to the elements listed below. **Please limit answer to 400 words or less.**

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. Building envelope improvements (e.g., insulation, windows)
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

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2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). **Please limit answer to 250 words or less.**

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3. Describe any other initiatives undertaken past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

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4. Does your company have an office or operations recycling program in place?

☐ Yes ☐ No

If yes, which materials does your company recycle -- **check only those that apply:**

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam
- ☐ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

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5. Describe any other initiatives undertaken in the past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

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6. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases – check only those that apply:

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

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## SECTION 2: SOCIAL IMPACT

*This section of the leadership questionnaire addresses the following elements:*

- *Workplace development programs*
- *Supporting social enterprises*
- *Other social sustainability initiatives*

1. Does your company employ and/or provide training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☐ Yes ☐ No

If yes, describe the program including the name of non-profit or educational institution or government agency that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company.

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2. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

☐ Yes ☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

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3. Is your company structure either of the following:

- a. Social enterprise (as defined in Section 3 below).

☐ Yes ☐ No

If yes, state the name of the non-profit or co-operative (including society and/or charitable number):

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- b. Community Contribution Company (C3 or CCC, as defined in Section 3 below)

☐ Yes ☐ No

4. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 250 words or less.**

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### **SECTION 3: DEFINITIONS**

#### **Social Enterprise:**

A business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.

#### **Person with Barriers to Employment:**

A person who faces one or more circumstances that can lead to underemployment or unemployment.

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Community Contribution Company (C3):

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to [www.fin.gov.bc.ca/prs/ccc](http://www.fin.gov.bc.ca/prs/ccc) for more information.

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**APPENDIX 3  
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE**

The City seeks good(s) with the following environmentally preferable attributes:

- a) energy efficient
- b) has the highest possible post-consumer recycled content
- c) has no or minimal packaging
- d) carries an eco-certification from an independent 3<sup>rd</sup> party (such as ECOLOGO, Green Seal, Forest Stewardship Council, etc.)
- e) does not contain substances of concern or create substances of concern during its production, use or disposal
- f) is a Fairtrade certified agricultural good such as coffee, tea, or sugar.

The Proponent is strongly encouraged to provide goods that meet the above requirements where applicable to the particular product category.

In the Proposal, please address the following questions regarding the environmentally preferable attributes of the good(s) being offered. Please review the definitions section prior to answering the questions. If a question is not applicable to the type of good(s) being offered, indicate "not applicable."

1. Does the good consume energy (e.g., electricity, natural gas, use battery power)?

Yes                      No

If yes, please provide information to demonstrate that the good is energy efficient (e.g., the good is ENERGY STAR qualified; the good uses solar-powered batteries; the good has an energy factor of X, etc). See definition below.

2. Does the good contain post-consumer recycled content? See definition below.

Yes              No              Not applicable

If yes, what is the post-consumer recycled content of the good(s)?

3. Does the good come with packaging?

Yes              No              Not applicable

If yes, describe the packaging and explain how your company plans to minimize packaging?

4. Does the good carry a 3<sup>rd</sup> party eco-certification? See definition below.

Yes              No              Not applicable

If yes, please list the 3<sup>rd</sup> party certification(s) carried by the good(s):

5. Does the good contain any substances of concern and/or create any substances of concern in its manufacture, use or disposal? See definition below.

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Yes                  No                  Not applicable

If yes, please indicate which substances of concern it contains or creates:

6. Is the good Fairtrade certified?

Yes                  No                  Not applicable

If yes, list the Fairtrade certification:

7. Definitions:

Energy Efficient:

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label "energy consumption indicator" (above 50 per cent),
- other energy efficiency measures appropriate to the product category (e.g., SEER for a heat pump, AFUE for a furnace or boiler; energy factor - EF for a hot water heater, etc.),
- derives 100 per cent of energy from renewable sources (e.g., solar)

Post-consumer recycled content:

Post-consumer recycled content is the amount of material in a good that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product.)

3<sup>rd</sup> party eco-certification:

3<sup>rd</sup> party eco-certification refers to a type 1 eco-label that is a voluntary, multiple-criteria based, third party program that awards a license that authorizes the use of environmental labels on products - indicating overall environmental prefer-ability of a product within a particular product category based on life cycle considerations. Examples include: ECOLOGO, GREENGUARD, Green Seal, etc.

Substances of concern:

The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Good(s) offered should:

- not contain "persistent bioaccumulative and toxic" (PBT) chemicals such as hexachlorobenzene, DDT, PCBs, mercury, etc). See <http://www.epa.gov/pbt/pubs/cheminfo.htm> for more information;
- not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
- not create dioxins during their manufacture, use or disposal.

Fairtrade certified:

Fairtrade certified means a product carries the FAIRTRADE Mark, an independent certification mark guaranteeing that a product has been produced according to international Fairtrade Standards set by Fairtrade International. The FAIRTRADE Mark is the exclusive property of Fairtrade International and is internationally registered as a Canadian trademark.

**APPENDIX 4  
LEGAL TERMS AND CONDITIONS OF RFP**

**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 4 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 4, 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 following and as a result of the Proponent's selection by the City in the City's RFP process.
- (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 4), 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 Appendix 4 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20181073, as amended from time to time and including all addenda.

**3. NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFP or the Proposal Form, including this Appendix 4 (except only Sections 7, 8.2 and 10 of this Appendix 4, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

**4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT**

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



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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 4, 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 4, 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,

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- (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 4, 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 4), 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 4, 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 4 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

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**8. 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 right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about 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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.
- (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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

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**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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

**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 the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

**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 the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

**10. GENERAL**

- (a) All of the terms of this Appendix 4 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 4 will not affect the validity or enforceability of any other provision of this Appendix 4, 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.

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AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 4, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 4 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

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Signature of Authorized Signatory for the Proponent

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Date

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Name and Title

---

Signature of Authorized Signatory for the Proponent

---

Date

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**APPENDIX 5  
CERTIFICATE OF INSURANCE**

Appendix 5 is to be duly completed and signed by the Proponent's 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 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.)

**APPENDIX 5 - 1 EXISTING INSURANCE FORM (TO BE COMPLETED AND APPENDED TO THE PROPOSAL)**

**APPENDIX 5 - 2 - A LETTER WHICH IS UNDERTAKING OF INSURANCE (TO BE COMPLETED AND APPENDED TO THE PROPOSAL)**

**APPENDIX 5 - 3 CERTIFICATE OF INSURANCE FROM FOR SUCCESSFUL PROPONENT (TO BE COMPLETED AND SUBMITTED UPON AWARD)**

(SEE ATTACHED INSURANCE FORMS)

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APPENDIX 5-1 CERTIFICATE OF EXISTING INSURANCE  
(To be completed and submitted with your Proposal)



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

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

Dated \_\_\_\_\_

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

REQUEST FOR PROPOSALS NO. PS20181073  
SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS  
PART C - PROPOSAL FORM

---

**APPENDIX 5-2 UNDERTAKING OF INSURANCE**  
(To be completed and submitted with your Proposal)

To: City of Vancouver

Re: RFP PS20181073 - SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby undertake and agree that if \_\_\_\_\_ (the "Proponent") is awarded the Contract, we will insure the Proponent in accordance with the requirements of the Supply Agreement, a copy of which is included in the RFP Documents and will form part of the Contract Documents.

Dated at \_\_\_\_\_, \_\_\_\_\_ (province), this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Full Corporate Name of Insurer:

\_\_\_\_\_

*The "Certificate of Existing Insurance" provided with the RFP should be completed and signed and enclosed with this Letter above both of which are to be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.*



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 12<sup>th</sup> 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:**

RFP PS20181073 - SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS

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

**(All Risks Coverage including Earthquake and Flood)**

**INSURED VALUES: (Replacement Cost)**

INSURER: \_\_\_\_\_

Building and Tenants' Improvements: \$ \_\_\_\_\_

TYPE OF COVERAGE: \_\_\_\_\_

Contents and Equipment: \$ \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

Deductible Per Loss: \$ \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

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

Including the following extensions:

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

✓ Personal Injury

Per Occurrence: \$ \_\_\_\_\_

✓ Products and Completed Operations

Aggregate: \$ \_\_\_\_\_

✓ Cross Liability or Severability of Interest

All Risk Tenants' Legal Liability: \$ \_\_\_\_\_

✓ Employees as Additional Insureds

✓ Blanket Contractual Liability

✓ Non-Owned Auto Liability

INSURER: \_\_\_\_\_

Deductible Per Occurrence: \$ \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

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

INSURER: \_\_\_\_\_

**LIMITS OF LIABILITY:**

POLICY NUMBER: \_\_\_\_\_

Combined Single Limit: \$ \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

*If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

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

INSURER: \_\_\_\_\_

Per Occurrence: \$ \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

Aggregate: \$ \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

Self-Insured Retention: \$ \_\_\_\_\_

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

8. **POLICY PROVISIONS:**

*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*

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

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

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

Dated: \_\_\_\_\_

# SUPPLY AGREEMENT

BETWEEN:

<  SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO <  >

#153564v13

DATED <  >

## SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[redacted]>

BETWEEN:

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

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of <[redacted]>;

AND WHEREAS the City wishes to purchase <[redacted]>, 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 other 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) **"Letter Agreement"** intentionally deleted
- (p) **"Order"** means an order for Products submitted by the City in accordance with Section 3.2, which may be titled "Purchase Order";
- (q) **"Other City Entity"** means each of: the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;
- (r) **"Parties"** means the City and the Supplier and "Party" means one of them or any of them, as the context requires;
- (s) **"Permitted Purpose"** has the meaning ascribed thereto in Section 7.1;
- (t) **"Products"** means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;
- (u) **"Proposal"** means the Supplier's proposal dated <img alt="redacted date" data-bbox="605 815 635 830>, submitted by the Supplier to the City in response to the RFP;
- (v) **"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;



- (w) "RFP" means the City's Request for Proposal number PS20181073;
- (x) "Sales Tax" has the meaning ascribed to such term in Section 8.1;
- (y) "Specifications" means, for each Product, the specifications therefor set forth in Schedule B;
- (z) "Subcontractor" means any person engaged by the Supplier to perform any part of the Supply;
- (aa) "Supply" means the supply of Products by the Supplier to the City pursuant to Orders;
- (bb) "Taxes" means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
  - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

## 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:

Schedule A	Products and Prices
Schedule B	Product Requirements and Specifications
Schedule C	Insurance Certificate
Schedule D	RFP
Schedule E	Submitted Proposal

## 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

- (a) Unless earlier terminated pursuant to ARTICLE 6 and subject to the below Section **Error! Reference source not found.** and 2.0 (c), this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 6, but notwithstanding Section 2.2 (a), the term of this Agreement may be extended for up three successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.
- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

## ARTICLE 3 SUPPLY; GENERAL TERMS

### 3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule B shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 3.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.
- (d) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to supply Products to one or more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction.

### 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 <del>60> 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 Section 7.0, PART C of the RFP.

### 3.4 Delivery Requirements

- (a) The Supplier shall deliver the Products ordered in each Order within the leadtimes indicated in Scheduled A, to the applicable Delivery Location by the applicable Delivery Date.

- (b) Delivery of the Products specified in an Order shall be complete on the completion of their unloading at the Delivery Location.
- (c) The Supplier shall not deliver the Products specified in an Order by instalments except with the prior written consent of the City.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 ten (10) 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 thirty (30) 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
  - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that are not in conformity with the terms of this Agreement.
- (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 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 <redacted> duly organized, validly existing and in good standing under the laws of <redacted> and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply.
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products; and



- (g) 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 as part of the Supply shall be new and fully warranted for a period of <del>1</del> year[s] from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by a third-party manufacturer of any Product.
- (b) All Products provided under the Agreement shall be non-defective and 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 any claim on a manufacturer warranty for any defect in any Product.
- (e) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.8 or to evidence the Supplier's compliance with this Section 3.8, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.8.

### **3.9 No Exclusivity**

- (a) The City intends to use the Supplier as a preferred supplier of the Products; however 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) the invoice date;
  - (iii) an itemized list of the amounts owing and details of any applicable taxes;
  - (iv) a description of the Products to which the invoice relates; and
  - (v) the total amount payable under the invoice; and
  - (vi) such other information as the City may require from time to time.
- (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 address each of its invoices to the City, Attention: Accounts Payable, and email it to [APInvoice@vancouver.ca](mailto:APInvoice@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.



- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

#### 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:
- (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 legally authorized to conduct business in British Columbia, 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 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis.
- (b) Automobile Liability insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.
- (c) 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.
- (d) 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).
- (e) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.
- (f) 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 thirty (30) days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of thirty (30) 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 thirty (30) 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 sixty (60) days' written notice to the City, the Supplier may terminate this Agreement when:

- (a) 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 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 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. The Supplier shall not use the City's logo or any of the City's official marks without 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 the Supply 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 Subcontracting

The Supplier may, on its own behalf and not on behalf of the City, engage a Subcontractor to assist in the performance of the Supply, provided that:

- (a) the engagement of such Subcontractor has been previously specifically approved by the City in writing;
- (b) such Subcontractor has given a written deed to the City in which it has undertaken to abide by the terms of this Agreement; and



- (c) the Supplier shall remain wholly liable for the due performance of its obligations under this Agreement and shall be wholly responsible for the acts and omissions of such Subcontractor.

### 10.3 Time of the Essence

Time is of the essence of this Agreement.

### 10.4 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.

### 10.5 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 10.5(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.

### 10.6 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.

### 10.7 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.

### 10.8 Notices

- (a) Any Order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if 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 or an email reply effectively acknowledging delivery), addressed to a Party as follows:

- (i) if to the Supplier:

<☐Supplier>

<☐address>

Attention: <☐>

Facsimile: <☐>

Email: <[redacted]>

(ii) if to the City:

City of Vancouver  
<[redacted] Department>  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Attention: <[redacted]>

Facsimile: <[redacted]>

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 given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 10.8(a) 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 or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
  - (iii) 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.

## 10.9 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.



#### 10.10 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.

#### 10.11 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.]

### 10.12 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.

### 10.13 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.

### 10.14 Voluntary Agreement

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories:

<🖨️ SUPPLIER NAME>

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

CITY OF VANCOUVER

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

**SCHEDULE A -  
PRODUCTS AND PRICES**

- 1.0 Prices are in Canadian currency.
- 2.0 The quantity stated in Schedule A is the City's best estimate of its requirements. Actual quantities may vary.
- 3.0 Prices are fixed for the initial thirty-six (36) month period commencing on the Effective Date. Any requested price change, after the initial period, will be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the initial period or the twelve (12) month extension periods.
- 4.0 Prices are to be quoted DDP destination (Incoterms 2010) and include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.

**PRICE SCHEDULE**

(TO BE ATTACHED AT THE TIME OF CONTRACT SIGNING)

SAMPLE

SCHEDULE B -  
PRODUCT SPECIFICATIONS

(TO BE ATTACHED AT THE TIME OF CONTRACT SIGNING)

SAMPLE

**SCHEDULE C -  
GENERAL CERTIFICATE OF INSURANCE**

See attached Form

(TO BE ATTACHED AT THE TIME OF CONTRACT SIGNING)

SAMPLE

**SCHEDULE D -  
REQUEST FOR PROPOSALS**

**This Schedule D - Request for Proposal RFP PS20181073 - SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS become part of the Agreement not attached but incorporated by reference.**

SAMPLE

**SCHEDULE E -  
SUBMITTED PROPOSAL**

This Schedule E - submitted Proposal to RFP PS20181073 - SUPPLY AND DELIVERY OF WEATHERPROOF JACKET AND PANTS become part of the Agreement not attached but incorporated by reference.

SAMPLE