



REQUEST FOR PROPOSALS

SUPPLY AND DELIVERY OF INDUSTRIAL GENERAL SUPPLIES

RFP NO. PS20181273

Issue Date: August 27, 2018

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

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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the "RFP") provides an opportunity to submit proposals for review by the City and, depending on the City's evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.
- 1.2 The RFP concerns the City's interest in procuring supply and deliver industrial general supplies. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements.
- 1.3 Intentionally Deleted
- 1.4 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "Proponent") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "Agreement"). 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.
- 1.5 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.6 NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE FORM OF PROPOSAL.
- 1.7 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.8 The RFP consists of four parts, plus appendices:

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PART A - INFORMATION AND INSTRUCTIONS

- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
- (b) PART B - CITY REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
- (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "Form of Agreement"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 pm, September 4, 2018
Closing Time	3:00 pm, September 11, 2018

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

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

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Peter Yung
peter.yung@vancouver.ca

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

3.3 IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.

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4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).
- 4.2 Each Proponent should submit its Proposal by email to bids@vancouver.ca, with the Proponent’s name and the RFP title and number in the “subject” line (“Supply and Delivery of Industrial general Supplies; PS20181273”).
- 4.3 Submission sent other than by Email (for example, by Fax, Hard Copy and/or FTP Link) are Not Acceptable.
- 4.4 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent in one PDF Document, excluding the Commercial Proposal - Pricing Tables which should be submitted by itself, in a separate PDF file titled as Appendix 3 - Commercial Proposal and/or in other format(s) as instructed in this RFP.
- 4.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.7 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.
- 4.8 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.9 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.10 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

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- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 Intentionally Deleted
- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to 3:00 p.m., September 4, 2018.
- 5.6 Intentionally Deleted
- 5.7 Intentionally Deleted
- 6.0 PROPOSED TERM OF ENGAGEMENT
- 6.1 The term of any Agreement is expected to be a three-year period, with three possible one-year extensions, for a maximum total term of six (6) years.
- 7.0 PRICING
- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency.
- 7.3 Fixed prices shall be quoted for the full term of the agreement.
- 7.4 Prices are to be quoted DDP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.
- 8.0 EVALUATION OF PROPOSALS
- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also product quality and service, innovativeness, environmental or social impacts or benefits and other criteria including, but not limited to Proponents':
- (a) Business reputation and capacity, proven skills, knowledge and experience in delivering similar services including experience(s) with the City (if any);
 - (b) Ability to meet the Requirements and/or provide the services (as defined in Part B), or ability to otherwise satisfy the City's objectives and requirements;

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- (c) Proposed streamlined order process, services and delivery capabilities, including but not limited to delivery lead-time, dedicated resource on account management and contract management, and transition process, if applicable;
- (d) Product and service quality assurance program and satisfaction of City's specification and/or current industry standards, including warranty coverage;
- (e) Financial offering, including, but not limited to, prices, value-added services, transition costs and discounts;
- (f) Offer an innovative solution for the requirement;
- (g) Ability to support the City's sustainability initiatives;
- (h) Ability to meet the City's insurance requirements; and
- (i) Any other criteria set out in the RFP or otherwise reasonably considered relevant.

Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	45%
Financial	45%
Sustainability	10%
Total	100%

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in

parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) Accept any Proposal;
 - (b) Reject any Proposal;
 - (c) Reject all Proposals;
 - (d) Accept a Proposal which is not the lowest-price proposal;
 - (e) Accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
 - (f) Reject a Proposal even if it is the only Proposal received by the City;
 - (g) Accept all or any part of a Proposal;
 - (h) Split the Requirements between one or more Proponents; and
 - (i) Enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

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

9.0 CITY POLICIES

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

10.0 INTENTIONALLY DELETED

11.0 CERTAIN APPLICABLE LEGISLATION

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

12.0 LEGAL TERMS AND CONDITIONS

- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. 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.

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

PART B - CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

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 under the heading “Alternative Solutions” 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.

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.

1.0 REQUIREMENTS

1.1 The City has the following Requirements:

- (a) Scope of Work , attached as Schedule A
- (b) Specifications, attached as Schedule B
- (c) Proponent must bid on a minimum of 90% of items listed below (72 items out of 79 items) in order to be considered for award of contract. If the Proponent is unable to quote on any item, it is to state “N/Q” (not quoting) in the field.
- (d) Proposal may suggest alternate products related to the requirement of this RFP, including prices for all items identified and shall be inserted to the columns identified as “Alternate Product Offering” in Table 1.
- (e) Compliance to the terms and conditions set out in the Form of Agreement.
- (f) Compliance to the Supplier Code of Conduct
- (g) The Greenest City 2020 Action Plan (GCAP) is a strategy for staying on the leading edge of city sustainability. The City’s vision is to create opportunities today while building a strong economy, vibrant and inclusive neighbourhoods, and an internationally recognized city that meets the needs of generations to come. The City is interested in working with vendors who will help the City advance towards its Greenest City goals

1.2 Introduction

- (a) The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively supply and deliver industrial general supplies to the City, as, if and when required, and as per the requirements and specifications set out herein. This initiative will identify best and leading practices to increase procurement efficiency for the City's requirements. This initiative will also maintain and improve quality, sustainability and provide opportunities to improve and consolidate the City's business relationships with qualified supplier(s) capable of supplying all or a large part of the requirements. Thus it is paramount the successful Proponent(s) be able to meet the requirements of the City with the highest level of service.

1.3 Background

- (a) The City manages many operations under various departments, many of which have the requirement of a variety of general industrial supplies and related products.
- (b) The City has identified a consolidated and standardized list of industrial general supplies to efficiently serve the various departmental needs and in various locations throughout the City.
- (c) The City has recognized opportunity to streamline operations by identifying and implementing efficiency through the procurement of goods and services under this contract. The City expects proponents to offer short lead-times, minimum inventory management and innovative solutions for a secured source of supply to support the initiatives. Some opportunities include but not limited to:
 - (i) short response and lead-time, and reduction in stock-outs;
 - (ii) streamlining the ordering process;
 - (iii) reduce waste by improving accuracy; and
 - (iv) reduction of transactional effort including reduction of invoices.

1.4 Objective

- (a) The City may award the requirement in whole or in part or in any combination of services to one or more Proponents in accordance with Part A, Section 1.4 of the RFP, which offer a competitive proposal demonstrating, but not limited to:
 - (i) experience, capability and quality services;
 - (ii) responsiveness and reliable performances
 - (iii) competitive material prices;

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- (b) Identify a Proponent with long term business operation and experience that will be capable of:
 - (i) provide appropriate customer service for the requirement
 - (ii) adhere to schedule and deliver to specified lead-times
 - (iii) satisfy the scope of work, set out in Schedule A;
 - (iv) meet the specifications, in Schedule B;
 - (v) providing the Requirement in Part B of the RFP; and
 - (vi) minimize and avoid backorders.

the preference is to identify a qualified supplier capable of supplying all of the requirement.

SCHEDULE A

SCOPE OF WORK

1.0 SERVICES

The successful Proponent shall be able to provide the following services (together, the “Services”) identified herein, in the Proposal and the terms in Part D - Form of Agreement, including but not limited to:

1.1 Customer Service

(a) Account and Contract Management

- (i) Assign representative(s) as key contact for specific roles, including but not limited to:
 - facilitate contract implementation, ensure a smooth transition and on-going efficient operations;
 - accessible for service escalation and issue resolution;
 - be fully knowledgeable of all products and services available;
 - provide day-to-day service, technical support, issue resolution and contract management;
 - the City reserves the right to review and accept the successful Proponent’s assignment of the representative for the contract management.

(b) Service Performance

- (i) Regular service reviews on performance measures shall be conducted at mutually agreed times, throughout the contract term.

The successful Proponent’s overall performance and the quality of its work will be evaluated by the City, on such factors as service levels including the frequency of back-orders, on-time delivery, product return, billing and documentation accuracy and other issues that the City may determine as key performance indicators and/or service level agreements with the successful Proponent.

- Jointly defined and agreed upon Key Performance Indicators (KPI) will be monitored and corrective action to ensure continuous acceptable performance.

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(ii) Key Performance Indicators (KPI)

The following KPI's will be monitored and jointly reviewed by the City and the successful Proponent to ensure that service levels continually meet or exceed the City operational requirements:

Measure	KPI	Description	Commitment
Reliability	1	On-Time Delivery as per Order Confirmation	≥ 98%
	2	Fill Rate	≥ 95%
	3	Picking Errors	≤ 2%
	4	Invoice Discrepancies	≤ 2%
Responsiveness	5	Inquiry Response	≤ 2 Hours
	6	Order Processing	≤ 2 Hours
	7	Order Confirmation	≤ 2 Hours
	8	Completion of Delivery	≤ 48 Hours
Flexibility	9	Emergency Orders - Response	≤ 1 Hour
	10	Emergency Orders - Delivery	≤ 2 Hours

(a) Lead-times

- (i) The City's preference is to have minimum lead-time for its requirement.
- (ii) Adherence to the lead-times stated in the Form of Agreement.
- (iii) Maintain a level of safety stock or other innovative methods to reduce delivery lead-time for frequently used and urgent requirement;
- (iv) Provide delivery of standard Products to the specified location within forty-eight (48) hours from the order confirmation; and
- (v) Same day delivery, with two hour lead-time, for emergency situations.

(b) Order processing and confirmation

- (i) The City will issue Purchase Orders as set out in the Form of Agreement.
- (ii) The successful Proponent shall process the receipt of order, including:
 - receive orders, provide confirmation and coordinate delivery;

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- (c) Product Substitution
- (i) From time to time products on the Agreement may be out of stock from the successful Proponent for an extended time period.
 - (ii) The successful Proponent may be able to offer to the City substitute item(s) of equal or greater quality at a price, of equal or lower than the contract price, upon approval by the City staff.
 - (iii) The City must provide approval of any substitution prior to the acceptance of the order confirmation, picking, delivery, invoice and/or other stages of the order process.
 - (iv) Substitution shall not be Non-cancellable, Non-returnable (NCNR) items, restricting the City's ability to assess the acceptability.
- (d) Fill Rates and Back Orders
- (i) Orders placed shall be delivered complete;
 - (ii) The City reserves the right to authorize shipment with back-order if it is deemed necessary; and
 - (iii) A major inconvenience to the City, particularly to the smaller facilities, is when Product is on back-ordered. One of the key objectives within this RFP is to increase fill rate and eliminate or significantly reduce the instances of back-orders.
- (e) Delivery
- (i) Order and Delivery requirements, will be in accordance to the terms set out in Part D - Form of Agreement;
 - (ii) Product delivered must be accompanied by accurately completed shipping document;
 - (iii) On-time delivery in accordance to the Delivery Date, lead-times and other arrangements with the City;
 - (iv) The successful proponent shall deliver the Product(s) to the following locations, unless otherwise specified in a Purchase Order or other instructions provided by the City:
 - Manitoba Works Yard, 250 West 70th Avenue, Vancouver, BC;
 - National Works Yard, 701 National Avenue, Vancouver, BC;
 - Equipment Services, 250 West 70th Avenue, Vancouver, BC;
 - Evans Works Yard, 955 Evans Avenue, Vancouver, BC;

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- Vancouver Landfill, 5400 72nd Street, Delta, BC;
 - VFRS, Fire Hall No. 1, 900 Heatley Avenue, Vancouver, BC;
 - Any sub-locations within the above addresses; and
 - Other location as required and defined in a Purchase Order.
- (v) The City is interested to streamline and consolidate the orders to improve cost savings and sustainability measures. If multiple orders are placed by the same City location within a short period (approx. twenty four (24) hours), the successful Proponent will offer a consolidated delivery option to the specific location, to be accepted.

1.2 Emergency Services and Disaster Response Support

(a) Emergency Services

- (i) Occasionally, the City may require emergency services including order and delivery of products anytime, seven (7) days a week, twenty four (24) hours a day; and
- (ii) Any Products/Services requested should have a speedy response, be delivered and unloaded within two (2) hours of request from the City.

(b) Disaster Response Support

- (i) In the event of a major or serious disaster, such as earthquake, major fire, toxic compounds, or extreme snow conditions, the City will be faced with the requirement to sustain the provisioning of key facilities such as those operated by the Police Department, Fire and Rescue Services and other emergency facilities.
- (ii) Products may be considered a critical item in the City's emergency preparedness plan for disaster recovery. Depending on the nature of a major emergency and the subsequent infrastructure damage, a large demand may exist for such supplies. The demand of the same supplies may also exist from other customers in these circumstances; however suppliers should consider that the City's needs may be a priority to ensure public safety.
- (iii) The supplies may be required from a secondary warehouse or distribution center outside of the disaster zone to support the City's critical need.

1.3 Quality Assurance

(a) Inspection

- (i) Any product delivered should have the same or exceeds the characteristics, performance and quality of the listed product;
- (ii) The Products delivered shall be subject to inspection and/or testing to satisfy the requirements and specifications set forth in the RFP, the Form of Agreement and the Purchase Order; and
- (iii) Acceptance of goods delivered to the City will be subject to the terms of the Form of Agreement.

(b) Returns

- (i) The City reserves the right to return orders (partial/complete) at no cost to the City, including restocking charges for the delivery of goods that are not acceptable due to situations such as unapproved product, inferior quality, over shipment, wrong item, wrong location, damaged good, etc.
- (ii) The rejected Products will be required to be pick up from the City for return within forty eight (48) hours from notification. The City will not pay restocking fees for merchandise that has been returned unless it is a specialty item and the City has been notified and accepted at the time of order placement of the potential restocking charge.
- (iii) The credit memo shall be issued to the City within seven (7) calendar days of the return.

(c) Warranty

- (i) The successful Proponent represent and warrant that the Products and services supplied shall satisfy all requirements and specifications set forth in the Form of Agreement;
- (ii) All Products supplied shall be covered by the successful Proponent's and the manufacturer's normal written guarantee and/or warranty as set out in the Form of Agreement, against defects in materials, workmanship and performance, for a period of minimum one (1) year after delivery.
- (iii) Speedy response shall be provided to: the warranty claim and the process for an efficient resolution, including both distributor and manufacturer's warranty claims.
- (iv) All costs associated with warranty replacements or repairs shall be the responsibility of the successful Proponent, including repair, adjustment, and shipping costs, and replacements of Products.

1.4 Post Order Services

(a) Reporting

The successful Proponent will be requested to provide quarterly/semi-annual/annual report(s) in a spreadsheet format, on a number of performance measures, such as:

- historic purchases on products with description, including Supplier's and City's part number, core/non-core items identification, quantities and unit price (sorted by department, locations and/or product type);
- obsolete and/or discontinued products no longer on the core list;
- order fill rate and/or back order status and rate;
- return rate: due to performance and pick error;
- invoice accuracy; and
- any other measurements determined by the City for Products purchased under the Agreement.

(b) Technology Capabilities

- (i) A significant portion of the product list will be inventoried at various warehouses. The ability to cross-reference the City's part number ("SKU") with the proponent's part number and/or manufacturer's part number in the Proponent's database and processes will improve the effectiveness and accuracy on order placement, goods receiving, invoice processing, tracking and reporting activities.
- (ii) The City has incorporated technologies for billing and payment processes such as digital scanning of electronic invoice verification, summary billing to reduce the number of invoice transactions, secured online payment system as well as using an EFT/SAP financial interface process.

SCHEDULE B
SPECIFICATIONS

1.0 SPECIFICATIONS

- 1.1 The City is currently using the products listed in Appendix 3, Table 1 (brand names and/or part numbers are indicated where applicable).
- (a) Any product offered should have the same or exceeds the characteristics, performance and quality of the current product;
 - (b) Products shall be manufactured to high quality, industrial grade meeting the stated specification and workmanship for consistent product performance;
 - (c) Proponents may be required to demonstrate and/or support the performance and specification of alternate product offered.
- 1.2 The successful proponent shall supply products in accordance to the specifications of the contract and the purchase order.
- 1.3 Brand Specification
- (a) Refer to Part B - City Requirements for the explanation of brand name specifications.

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PART C - FORM OF PROPOSAL

RFP No. PS20181273, SUPPLY AND DELIVERY OF INDUSTRIAL GENERAL SUPPLIES (the
"RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

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

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

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

APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Subcontractors
- APPENDIX 6 Certificate of Insurance
- APPENDIX 7 Proof of WorkSafeBC Registration
- APPENDIX 8 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 9 Corporate Sustainability Leadership Questionnaire
- APPENDIX 10 Sustainability Requirements Questionnaire
- APPENDIX 11 Personal Information Consent Form(s)
- APPENDIX 12 Proposed Amendments to Form of Agreement
- APPENDIX 13 Conflicts; Collusion; Lobbying

**APPENDIX 1
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 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent 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 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20181273, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in

respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or

any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

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

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

6.3 Limitation of City Liability

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

7 DISPUTE RESOLUTION

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

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

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's 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

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and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

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

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 14.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 14.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 14.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

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

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

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 14.

9.4 Declaration as to No 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, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 14.

10 GENERAL

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

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below.

1.0 TECHNICAL PROPOSAL

The Proposal should contain the sections indicated below, titled and be arranged in the order as they are set out in this Appendix 2, which should address the Requirements described in Part B of this RFP. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.

Proponent shall provide their response to this Appendix 2 in the provided boxes (expand as required) below.

- 1.1 Each Proposal should have an Executive Summary, such as a description of the Proponent's company, purpose and history of successes, no more than one page long, describing at a high level how it is capable to provide the Requirements and services to meet the defined objectives.

Proponent shall address the above, Section 1.1, in the space provided below.

- (a) If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

Proponent shall address the above, Section 1.1(a), in the space provided below.

1.2 References

- (a) Proposal should provide names and contact information in Appendix 4, for approximately three parties for whom the Proponent has completed or currently have similar work and scale; and
- (b) Provide a brief description of the referenced work.

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Proponent shall address the above, Section 1.2(a) & (b), in the space provided below.

1.3 Contract Implementation and Transition

(a) Contract Implementation and Transition Plan:

- i. Each Proposal should describe in detail the contract transition and implementation plan, including the implementation stages, schedule and person(s) involved.
- ii. Include a detailed explanation as to how the transition and implementation will be completed.

Proponent shall address the above, Section 1.3(a), in the space provided below.

The successful Proponent and the City are expected to develop and confirm a strategy for transition and implementation, which will become part of the Agreement.

1.4 Account Management *(refer to Part B, Section 2.1(a))*

- (a) Proposal should describe in detail services provided, relating but not limited to the following:
- i. account and contract management;
 - ii. customer service, and other day-to-day service; and
 - iii. service escalation, issue resolution and performance management.

Proponent shall address the above, Section 1.4(a), in the space provided below.

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1.5 Key Personnel *(refer to Part B, Section 2.1(a) and (b))*

- (a) Proposal should identify the key personnel, outlining their intended roles, responsibilities and experiences, relating to the provision of Services identified in Schedule A, including but not limited to:
- i. bid process decisions, contract implementation service escalation and issue resolution;
 - ii. account representative overseeing the City's account and requirement;
 - iii. day-to-day service and technical support; and
 - iv. order processing, confirmation and logistic arrangements.

Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving supply and delivery of industrial general supplies. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.

Proponent shall address the above, Section 1.5(a), in the space provided below.

1.6 Subcontractors

- (a) Proposal should list in Appendix 5, all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.

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.

1.7 Service Performance Review and KPI

- (a) Proponent shall indicate their ability to meet periodically to review service performance levels and develop corrective action, including the Proponent's assignment of personnel to manage such review.
- (b) Proponent shall indicate their ability to meet the KPI identified in Part B, Schedule A, 1.1(b)(ii).

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Proponent shall address the above, Section 1.7(a) & (b), in the space provided below.

1.8 Lead-time and Response Time

- (a) Proponent shall indicate their standard lead-time for each item, in business days or hours:

Item	Lead-time
Order Processing	
Order Confirmation	
Completion of delivery to the destination	
Emergency Order and Delivery	
Response to notification of wrong item delivered and/or non-conformance product for return	
Product replacement for returned items	

- (b) Proposal should describe its program to maintain and improve the delivery schedule, respond to urgent orders, with the emphasis on minimizing lead-times and delivering maximum benefit to the City. Proposals may include but not limited to:
- i. safety stock on standard products;
 - ii. Other innovative methods to improve delivery of key products.

Proponent shall address the above, Section 1.8(b), in the space provided below.

1.9 Order Process

- (a) Proposal should describe in detail the processes by which the Proponent proposes to process the orders, including but not limited to:

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- i. ordering and receipt process;
- ii. order confirmation, including product availability, lead-times, delivery date, substitutions and coordinating delivery;
- iii. discuss methodology to mitigate and manage: out-of-stock, back-orders and partial deliveries, which are considered performance concern; and
- iv. the preference is to have no minimum order restrictions, Proponent to describe order restrictions.

Proponent shall address the above, Section 1.9(a), in the space provided below.

1.10 Substitution

- (a) Proponent shall describe if and how substitutions are offered and the City's approvals are achieved.

Proponent shall address the above, Section 1.10(a), in the space provided below.

1.11 Fill Rates and Backorders

- (a) Proponents shall describe solutions to minimize and/or eliminate back orders; and
- (b) Explain methods to ensure orders are delivered complete.

Proponent shall address the above, Section 1.11(a) & (b), in the space provided below.

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1.12 Delivery

- (a) Proponent shall describe their process in providing an acceptable delivery to the City:
- i. the process to provide accurate orders according to the requirements;
 - ii. the provision of accurate shipping documentation
 - iii. ability to perform on-time delivery based on lead-times and/or confirmed delivery date.

Proponent shall address the above, Section 1.12(a), in the space provided below.

- (b) Proponents shall explain in detail their ability to perform efficient delivery, including:
- i. Logistics coordination and delivery method, including transportation subcontractor and/or other delivery arrangements;
 - ii. describe the ability to deliver to all of the City defined locations and to other unidentified locations as required on an as and when required basis; and
 - iii. State the location(s) from which deliveries would be dispatched for the City of Vancouver.

Proponent shall address the above, Section 1.12(b), in the space provided below.

1.13 Emergency Services and Disaster Response Support

- (a) Emergency Services
- i. Proponent shall describe their capabilities and processes to respond and provide emergency deliveries on weekends, holidays and after hours, including:
 - accessibility to contacts and response time;
 - delivery lead-time or other method for the provision of product;
 - the request of such service and the lead-time for orders; and

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Proponent shall address the above, Section 1.13(a), in the space provided below.

(b) Disaster Response Support

- i. Proponent to describe their existing plan or explain their ability to provide support to the City in the event of a major disaster or an emergency, including;
- priority to critical products required; and
 - availability of alternate or back-up source of supply.

Proponent shall address the above, Section 1.13(b), in the space provided below.

1.14 Quality Assurance

- (a) Proposal should describe its quality assurance program(s), including but not limited to:
- i. pre-shipment inspections/order verification;
- ii. handling of non-conformance product and corrective action; and
- response times from the notice of non-conformance;
 - the timeline for collection of non-conformance products and delivery of replacement;
 - the issuance of credit memo.

Proponent shall address the above, Section 1.14(a), in the space provided below.

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1.15 Warranty

- (a) 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.
- (b) Proponent shall describe their arrangement with the manufacturers, to resolve warranty requests on behalf of the manufacturer.

Proponent shall address the above, Section 1.15(a) & (b), in the space provided below.

1.16 Reporting

- (a) Proponent shall discuss its ability to provide reports identified in Part B, Section 1.4(a), describe the information available and format for each report which would benefit the City's operation management.
- (b) Proposal shall include detailed sample(s) of report(s) in a periodical summary of: historic purchases (including information identified in Part B, Section 1.4(a), fill rate/backorder rate, return rate, as may be requested by the City; and
- (c) Provisions regarding the successful Proponent's reporting services will be added to the Form of Agreement.

Proponent shall address the above, Section 1.16(a), in the space provided below.

1.17 Technology

- (a) Proponent shall describe their ability to:
 - i. Integrate the City's SKU information into the Proponent's system for cross-reference on shipping documents, invoices and reports;
 - ii. Support the City's improvement to product information such as UPC code, manufacturer part number and other information for cross reference; and

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- iii. Provide on-line access to product inventory, price and other account information.

Proponent shall address the above, Section 1.17(a), in the space provided below.

1.18 Specification

- (a) The Proposal shall describe the Proponent's ability to supply products specified by brand, manufacturer and part number in the RFP, including
- i. products available through its current catalogue;
 - ii. products currently not available in its catalogue; and
 - iii. method and process to provide the specified products or alternatives.

Proponent shall address the above, Section 1.18(a), in the space provided below.

1.19 Value Added Services and Innovations

- (a) Proposal shall indicate any value-added services and/or innovative solutions provided to support the City's objectives and describe details as to what the Proponent is prepared to offer as part of the Agreement. Unless otherwise stated, it is understood that there are no extra costs for these services; however, if there are any additional costs pertaining thereto, the summary and explanation of those costs should be indicated in Appendix 3 - Price Schedule.

Proponent shall address the above, Section 1.19(a), in the space provided below.

APPENDIX 3

COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Each Proposal should contain a section titled “Commercial Proposal,” which should contain full details of the Proponent’s proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP.

1.0 COMMERCIAL PROPOSAL

- 1.1 Proponents should submit as part of their Proposal package, their complete response to the Commercial Proposal as a separate electronic file clearly marked as “Commercial Proposal” in the submission of the Proposal.
- 1.2 Prices or rates information shall not be shown in any other part of the Proposal other than in the Commercial Proposal.
- 1.3 Proponent must bid on a minimum of 90% of items listed below (72 items out of 79 items) in order to be considered for award of contract. If the Proponent is unable to quote on any item, it is to state “N/Q” (not quoting) in the field.
- 1.4 Proponent shall provide their response to this Appendix 3 in the provided boxes (expand as required) below.
- 1.5 Proposal may suggest alternate products related to the requirement of this RFP, including prices for all items identified and shall be inserted to the columns identified as “Alternate Product Offering” in Table 1.
- 1.6 Prices
 - (a) Proponents shall provide unit prices for the products and services listed in Table 1 - Schedule of Prices, including the completion of blank fields, as per the instructions below.
 - (i) Unit prices for each item shall be submitted in the Unit of Measure (UoM) stated in the Table.
 - (ii) All pricing in the Price Table is to include all proponents’ overhead cost including but not limited to the cost of freight, travel, toll and in compliance with Part A, Section 7.0.
 - (iii) All prices are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
 - (iv) Prices shall be fixed for the term of the agreement.

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- (b) State: if prices quoted on Appendix 3 are fixed for the term of the contract.

Proponent shall address the above, Section 1.5(b), in the space (expand as required) below.

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- (i) If other pricing structure is proposed, Proponent shall describe the framework to determine the price term (i.e. percentage of increase per year).

Proponent shall address the above, Section 1.5(b)(i), in the space (expand as required) below.

--

- (c) The annual usage quantities stated are the City's best estimate of its requirements and are for informational purposes only. Actual quantities may vary; the City is not able to offer any assurances regarding eventual requirements.

1.7 Price Table Entry Instruction

- (a) A separate Excel Spreadsheet is provided for the quotation of the Product list.
- (b) Proponents shall provide the following, as offering to the specified currently used products:
- (i) Package Size, Unit of Measure (UoM) and Unit Price.
- (c) Proponents shall provide the following, as offering of alternate and/or secondary option to the specified currently used products:
- (i) Package Size, Unit of Measure (UoM) and Unit Price; and
 - (ii) Manufacturer (Brand) Name and Manufacturer Part#.
- (d) Proponents shall complete the Table as per the instructions herein.
- (i) Do not submit a modified and/or a rearranged order of the Table;
 - (ii) If a different package size is offered indicate the Package Size;
 - (iii) Unit prices for each item shall be in the Unit of Measure (UoM) stated;

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- (iv) Complete all fields for each item quoted; and
- (v) Indicate "N/Q" (not quoting) in the field if the item is not quoted.
- (e) An Excel Spreadsheet containing the Price Table shall be included in the electronic submission of the Commercial Proposal.

1.8 For products not listed in Appendix 3, Table 1, Proponents shall describe the discounts offered on products available by the Proponent and may be ordered on an as, if and when required basis.

- (a) Applicants shall describe any discounts available and how such discount applies to the products and/or services.

Proponent shall address the above, Section 1.7(a), in the space (expand as required) below.

- (b) Non-catalogued items: describe the mechanism of pricing, including but not limited to the percentage of discount, margin mark-up, and other pricing structure to offer the best pricing to the City.

Proponent shall address the above, Section 1.7(b), in the space (expand as required) below.

1.9 Promotions, Flyers and Discounted Pricing

- (a) Occasionally, the successful Proponent may offer special promotions, flyer specials or some other form of discounted pricing on Products which is lower and more competitive than the agreed fixed pricing within the Agreement. Proponent shall describe in detail how they are able to incorporate (match) the special promotion pricing to the fixed Agreement pricing.

Proponent shall address the above, Section 1.8(a), in the space (expand as required) below.

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- (b) Proponent shall explain if they have a price matching program and/or lowest pricing guarantee against competitor pricing to ensure the pricing offered is the most competitive in the market place (including promotional periods), and how the Proponent monitors the market pricings and responds to inquiries from City staff for price matching to the competition.

Proponent shall address the above, Section 1.8(b), in the space (expand as required) below.

- 1.10 Proposals should describe any methodology used to ensure price certainty throughout the contract term and beyond including, but not limited to minimizing market price, exchange rate or other fluctuations.

Proponent shall address the above, Section 1.9, in the space (expand as required) below.

1.11 Billing and Payment Options

- (a) The City is interested in incorporating technologies such as digital scanning billing and electronic invoice verification, reduce the number of invoice transactions, secured online payment system as well as using an EFT/SAP financial interface process.
- (i) Each Proponent should describe its technical capabilities to enable an EFT / SAP interface, invoice volume reduction or any other innovative payment solutions (and proposed systems may be added to the Agreement).

Proponent shall address the above, Section 1.10(a), in the space (expand as required) below.

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APPENDIX 4

PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below.

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.	
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	

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APPENDIX 5
SUBCONTRACTORS

Complete this Appendix 5 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. 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.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

APPENDIX 6

CERTIFICATE OF INSURANCE

Appendix 6 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.)

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APPENDIX 6
CERTIFICATE OF EXISTING INSURANCE

TO BE COMPLETED AND APPENDED TO THE PROPOSAL



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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** *(must be the same name as the Proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

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

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

Inclusive)	Limits of Liability (Bodily Injury and Property Damage
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

APPENDIX 7

PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 7 to this Form of Proposal proof of valid WorkSafeBC registration.

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APPENDIX 8

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 8 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

Purpose:

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

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

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____ (*supplier name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*supplier name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

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

Signature: _____

Name and Title: _____

APPENDIX 9

CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Complete this Appendix 9 - Corporate Sustainability Leadership Questionnaire in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, 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 described in Section 8.0 of Part A.

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

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Appendix # and reference the relevant question and section number.

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 Appendix.

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.

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.)

Proponent shall address the above, Section 1(1), in the space provided below.

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.

Proponent shall address the above, Section 1(2), in the space provided below.

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

Proponent shall address the above, Section 1(3), in the space provided below.

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

☐ Yes ☐ No

If yes, check all items which your company recycle - indicate "NA" if item is not applicable:

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam

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.

Proponent shall address the above, Section 1(5), in the space provided below.

6. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - check only those that apply, indicate "NA" if item is not applicable:

- ☐ 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)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

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Proponent shall address the above, Section 1(6)(Other), in the space provided below.

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.

Proponent shall address the above, Section 2(1), in the space provided below.

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.

Proponent shall address the above, Section 2(2), in the space provided below.

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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):

Proponent shall address the above, Section 2(3), in the space provided below.

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.

Proponent shall address the above, Section 2(4), in the space provided below.

SECTION 3: DEFINITIONS

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are 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 (Social Enterprise Council of Canada).” See www.socialenterprisecanada.ca.

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

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

Person with Barriers to Employment:

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For the purposes hereof, to qualify as a person with barriers to employment, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

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 for more information.

APPENDIX 10

SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

Complete this Appendix 10 -Sustainability Requirements in the form set out below.

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

- a) energy efficient
- b) has no or minimal packaging
- c) carries an eco-certification from an independent 3rd party (such as ECOLOGO, Green Seal, Forest Stewardship Council, etc.)
- d) does not contain substances of concern or create substances of concern during its production, use or disposal
- e) 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.

Proponent shall address the above, Section 1, in the space provided 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)?

Proponent shall address the above, Section 2, in the space provided below.

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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?

Proponent shall address the above, Section 3, in the space provided below.

--

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

Yes No Not applicable

If yes, please list the 3rd party certification(s) carried by the good(s).

Proponent shall address the above, Section 4, in the space provided below.

--

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.

Yes No Not applicable

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

Proponent shall address the above, Section 5, in the space provided below.

--

6. Is the good Fairtrade certified?

Yes No Not applicable

If yes, list the Fairtrade certification:

Proponent shall address the above, Section 6, in the space provided below.

--

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.)

3rd party eco-certification:

3rd 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 11

PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 11 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

RFP

Reference #PS20181273

Title: SUPPLY AND DELIVERY OF INDUSTRIAL GENERAL SUPPLIES

With the provision of my signature at the foot of this statement I, _____

_____ (Print Name)

consent to the indirect collection from _____

_____ (Print Name of Proponent)

of my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

_____)	_____
)	
Signature)	Date

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APPENDIX 12

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 12 - Proposed Amendments to the Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. 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

APPENDIX 13

CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 13 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

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PART D - FORM OF AGREEMENT

PART D
FORM OF AGREEMENT

This PART D - FORM OF AGREEMENT contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

(SEE ATTACHED)



PS20181273
SUPPLY AGREEMENT

BETWEEN:

<SUPPLIER NAME>

AND:

CITY OF VANCOUVER

RELATING TO SUPPLY AND DELIVERY OF INDUSTRIAL GENERAL SUPPLIES

DATED

<Date>

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <Date>

BETWEEN:

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

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of supplying industrial general supplies and related value added services;

AND WHEREAS the City wishes to purchase industrial general supplies and related accessories and other value added services, 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)

- (p) **"Order"** means an order for Products submitted by the City in accordance with Section 3.2, which may be titled "Purchase Order";
- (q)
- (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 **<date>**, 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 PS20181273;
- (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	SERVICES

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

This Agreement shall come into full force and effect on the date **<date>** hereof (the "Effective Date").

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 6 and subject to the below Section 2.2(b), 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 to three (3) 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 supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.
- (b) During the term of effectiveness of this Agreement, the Supplier shall perform the Services in accordance with this Agreement.
- (c) The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.
- (d) Without limiting the foregoing Section 3.1(a) Schedule A hereto contains a current estimate of the City's Product requirements for each of the three successive twelve-month periods beginning on the Effective Date. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.

3.2 Orders

- (a) The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.
- (b) Each Order shall:
 - i. be given in writing;
 - ii. refer to this Agreement;
 - iii. specify the Products ordered, including:
 - (A) description, specification, part number reference and package size;
 - (B) delivery location; and
 - (C) Optional services.
 - 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**"), that the Delivery Location for each Order must be one of:

- (A) address; or
- (B) As specified in an Order as set out in Section 3.2(a).

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 **<insert>** 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 Ethical Purchasing Policy and the related Supplier Code of Conduct referred to in Part A, Section 9.0 of the RFP.

3.4 Delivery Requirements

- (a) The Supplier shall deliver the Products ordered in each Order within the lead-times indicated in Schedule A, to the applicable Delivery Location by the applicable Delivery Date. The Supplier shall not, however, deliver the Products ordered in an Order more than ten (10) Business Days in advance of the Delivery Date without the prior written consent of the City.

- (b) Unless otherwise specified in an Order, the Supplier shall deliver the Products ordered in each Order within 48 hours of receipt of such Order, unless the City indicates in good faith that the Order is required in response to an emergency, in which case the Supplier shall deliver the Products ordered in each Order on the same day as receipt of the Order.
- (c) Delivery of the Products specified in an Order shall be complete on the completion of their unloading at the Delivery Location.
- (d) The Supplier shall not deliver the Products specified in an Order by instalments except with the prior written consent of the City.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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 twenty (20) 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 on Delivery.
- (b) Title to Products delivered to the City hereunder shall pass to the City on Delivery. The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to Products to the City, free and clear of all Encumbrances.

3.7 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) Supplier is a company duly organized, validly existing and in good standing under the laws of British Columbia 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 <insert> years 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 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;
 - 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, 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 five million dollars (\$5,000,000) per occurrence and at least five million dollars (\$5,000,000) of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.

- (b) Automobile Liability Insurance to be carried at all times on all licensed vehicles owned by or leased to the Supplier, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Supplier, its agents or employees. This insurance shall be for a minimum amount of five million (\$5,000,000) dollars inclusive per accident.
- (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.

5.3 WorkSafeBC

- (a) The Supplier agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Supplier agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Supplier. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- (b) The Supplier will provide the City with the Supplier's and each Subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Supplier and each Subcontractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Supplier will indemnify the City and hold harmless the City

from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Supplier in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

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 sixty (60) 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 thirty (30) 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 thirty (30) days' written notice to the City, the Supplier may terminate this Agreement when:

- (a) Ninety (90) days after the due date for payment of an invoice issued by the Supplier to the City hereunder, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - i. the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - ii. the termination notice may not be issued until the expiry of forty-five (45) days following the issue of such reminder notice; or
- (b) the City commits any material persistent breaches of its obligations under this Agreement, which render performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect such performance of this Agreement as a whole, and further which remain irremediable after ninety (90) days.

6.4 Consequences of Termination

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Section 3.7, ARTICLE 5, ARTICLE 7 and ARTICLE 9 shall remain in force.

ARTICLE 7
RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

7.1 Freedom of Information and Protection of Privacy Act

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

7.2 No Promotion

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

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 Name>
<address>

Attention: <name, title>
Facsimile: <fax#>
Email: <email address>

- ii. if to the City:

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

Attention: Category Manager, MRO
Facsimile: 604-873-7057

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 4.3 or as otherwise specified in the relevant Order.

- (b) Any Order, demand, notice or other communication 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

Date

Print Name and Title

Signature

Date

Print Name and Title

CITY OF VANCOUVER

Print Name and Title

Date

Print Name and Title

Date

SCHEDULE A

PRODUCTS AND PRICES

[To be completed based on the Proposal]

1.0 Prices

- 1.1 Prices are quoted in Canadian currency.
- 1.2 The quantity stated in Table 1 below is the City's best estimate of its requirements. Actual quantities may vary.
- 1.3 Prices are fixed for the full term of the contract.
- 1.4 Prices are to be exclusive of all Sales Taxes, except where expressly requested.
- 1.5 Prices are DDP destination, including all freight, import duties, brokerage fees, royalties, handling, overhead, profit and all other costs.
- 1.6 Prices include off-loading or driver assistance for the off-loading of products.

2.0 Product Substitution

- 2.1 From time to time products set out in this Schedule A may be out of stock from the Supplier for an extended time period.
- 2.2 In the event that products set out in this Schedule A are out of stock or an extended period of time, the Supplier shall offer to the City substitute item(s) of equal or greater quality at a price, of equal or lower than the price set out the out of stock item, upon approval by the City staff.
- 2.3 The City will provide approval of any substitution prior to order confirmation, picking, delivery, invoice and/or other stages of the order process.
- 2.4 Substitute products shall not be Non-cancellable, Non-returnable (NCNR) items, restricting the City's ability to assess the acceptability.

Table 1 - Price Schedule

(TO BE ATTACHED AT THE TIME OF CONTRACT AWARD)

SCHEDULE B

SCOPE OF WORK

[To be completed based on the Proposal]

The Supplier will provide the following services, consistent with the services described in the Proposal and the RFP *and* in accordance with the requirements of this Agreement:

1.0 Services

1.1 Account and Contract Management

- (a) The Supplier will assign representative(s) as key contact for specific roles, including but not limited to:
 - (contract implementation, transition, process orders and confirmation, technical support, service escalation, issue resolution and contract management)*
 - i. the City reserves the right to review and accept the Supplier's assignment of the representative for the contract management.
- (b) The Supplier will employ competent supervision of all work, an assigned account representative must:
 - i. be fully knowledgeable of all products and services available;
 - ii. be resourceful to capability and arrangement of the Supplier to provide service and ensure delivery of requirements;
 - iii. be fully accessible at all times; and
 - iv. have authority to receive on behalf of the Supplier any communication relating to the Contract.
- (c) Regular service reviews on performance measures shall be conducted at mutually agreed times, throughout the contract term.
 - i. The Supplier's overall performance and the quality of its work will be evaluated by the City, on such factors as service levels including the frequency of back-orders, on-time delivery, product return, billing and documentation accuracy and other issues that the City may determine as key performance indicators and/or service level agreements with the Supplier.

[To be completed based on the Proposal]

(lead-times, order processing, substitution, delivery, emergency services and disaster response support, quality assurance)

1.2 Post Order Services

(a) Reporting

i. Upon request the Supplier will provide report(s) monthly/quarterly/semi-annual/annual on a number of performance measures, such as:

- historic purchases on products with description, including Supplier's and City's part number, core/non-core items, quantities and unit price (sorted by department, locations and/or product type);
- obsolete and/or discontinued products no longer available on the City's core list;
- order fill rate and/or back order rate;
- return rate: due to performance and pick error;
- invoice accuracy; and
- any other measurements determined by the City for Products purchased under the Agreement.

Information should be reported in aggregate in a spreadsheet format.

(b) Technology Capabilities

2.0 SPECIFICATIONS

2.1 Product Specification

(a) The Supplier shall supply products in accordance to the specifications of the contract and the purchase order

3.0 Sustainability

3.1 The Supplier will maintain compliance to the City's Supplier Code of Conduct as per the completed Declaration of Supplier Code of Conduct Compliance form attached to the Supplier's submitted Proposal.