



REQUEST FOR PROPOSALS

SUPPLY AND DELIVERY OF LIGHT EMITTING DIODE (LED) STREET LIGHTING LUMINAIRES

RFP NO. PS20181751

Issue Date: April 8, 2019

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

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• Use web browser and go to: https://webtransfer.vancouver.ca/	
• The user ID is: PS20181751DL@coveftp01	
• The password is: axEdjJD3 (The password is case sensitive.)	

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 Light Emitting Diode (LED) Street Lighting Luminaires. 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.
- (i) Drawings are available at the FTP website and are accessible as follows:
- Use web browser and go to: <https://webtransfer.vancouver.ca/>
 - The user ID is: **PS20181751DL@coveftp01**
 - The password is: **axEdjJD3** (The password is case sensitive.)
- Proponents are responsible for obtaining all information required for the preparation of Proposals. The FTP website identified above contains the ACAD files for APPENDIX 13 - PHOTOMETRIC CALCULATION for this RFP. Proponents are responsible for the retrieval of the information.
- (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	3:00pm on April 23, 2019
Closing Time	3:00pm on April 30, 2019

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.

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.
- 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 in accordance with the following:
- Subject of the file to be: PS# - Title - Vendor name.
 - Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file;
 - Appendix 3 (Commercial Proposal) in a separate PDF file; and
 - Any other attachments if necessary.
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 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 Pricing Tables which should be submitted by itself, in a separate PDF file titled as Appendix 3 - Commercial Proposal.
- 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.

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- 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.
- 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. April 23, 2019.
- 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 four-year period, with three possible one-year extensions, for a maximum total term of seven (7) 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.

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- 7.2 Prices must be quoted in Canadian currency
- 7.3 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;
 - (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.

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Evaluation Criteria	Evaluation Weighting
Technical	45%
Financial	45%
Sustainability (Environmental and/or Social)	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) Proposal may suggest alternate products related to the requirement of this RFP, including prices for all items identified and shall be inserted to Table 2 - Optional Items and Services in Part C - Appendix 3.
- (d) Beyond product design, the City is committed to protecting the environment and seeking to do business with Proponents that have similar commitments to improve environmental conditions, have fair and equitable work environments for their employees and demonstrate leadership in sustainability. As such, this RFP seeks to identify Proponents who are proactively managing the environmental and social impacts of their operations, this includes:
 - (i) Upholding human rights within the supply chain, including in manufacturing facilities and factories.
 - (ii) A preference for goods that contain a higher post-consumer recycled content (PCRC), manufacturing processes or of finished goods beneficial to people, the community and the environment.
- (e) Compliance to the terms and conditions set out in Part D - Form of Agreement.
- (f) Compliance to the Supplier Code of Conduct.

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 LED Street Lighting Luminaires (the “Luminaire”) 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 operates and manages street lighting throughout the City to provide lighting for vehicular and pedestrian safety.
- (b) This RFP identifies a standard list of LED Luminaire to support the street lighting requirement by the City for maintenance and small capital projects, to be supplied by the successful Proponent on an as, if and when required basis.
- (c) The City recognized this requirement as an opportunity to:
 - (i) standardize the LED Luminaire requirement;
 - (ii) reduce energy consumption; and
 - (iii) reduce product failure and replacement

1.4 Objective

- (a) The City may award the requirement in whole or in part or in any combination of products and services to one or more Proponents in accordance with Part A, Section 1.4 of the RFP, which offer competitive proposal including, but not limited to:
 - (i) quality products consistently meeting specification;
 - (ii) satisfy an acceptable level of performance
 - (iii) competitive and consistent prices;
 - (iv) experience, capability and quality services;
 - (v) secure source of supply, delivered in a timely manner; and
 - (vi) demonstrate strong leadership in sustainability.

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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;
 - (ii) adhere to schedule and deliveries to specified lead-times;
 - (iii) satisfy the scope of work set out in Schedule A; and
 - (iv) meet the specifications identified in Schedule B.

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

Proponents may offer all or part of the services listed in the table(s) of Appendix 3 - Commercial Proposal, which they are capable of supplying as set out in Part B and elsewhere in the RFP. The objectives identified in this Section 1.4 will apply.

1.5 City to Provide:

- (a) ACAD files for Photometric Calculation
 - (i) Proponent shall acquire ACAD files to produce Photometric Calculation(s) as instructed in Appendix 13.

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) Key Performance Indicators

- 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	Invoice Discrepancies	≤ 2%

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Measure	KPI	Description	Commitment
Responsiveness	4	Inquiry Response	≤ 3 Hours
	5	Order Processing	≤ 3 Hours
	6	Order Confirmation	≤ 3 Hours
	7	Completion of Delivery	≤ TBD
Flexibility	8	Emergency Orders - Response	≤ 2 Hour
	9	Emergency Orders - Delivery	≤ 24 Hours

(c) Delivery Lead-times

- (i) The City's preference is to have minimal lead-time for its requirement.
- (ii) Adherence to lead-time and delivery date as set out in the 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 the minimum lead-time from the order confirmation.

(d) 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:
 - verifying information and provide confirmation

(e) Delivery

- (i) Order and Delivery requirements, will be in accordance to the terms set out in the Form of Agreement.
- (ii) Product delivered must be accompanied by accurately completed shipping document;
- (iii) Coordinate on-time delivery in accordance to the order confirmation, lead-times and other arrangements with the City.
- (iv) Delivery of Product(s) shall be to the following locations, unless otherwise specified in a Purchase Order or other instructions provided by the City:
 - National Works Yard, 701 National Avenue, Vancouver, BC

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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 seven (7) days a week, twenty four (24) hours a day;
- (ii) Any products required should have a speedy response, be delivered and unloaded within twenty-four (24) 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 or extreme snow conditions, the City will be faced with the requirement to sustain the operation of street lighting for use by the Police, Ambulance, Fire and Rescue Services or other emergency services.
- (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 for the same supplies may also exist from other customers in these circumstances; however vendors 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 and/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.

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- (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 ten (10) years after delivery.
 - (iii) Warranty coverage will include specifications stated in Schedule B, Section 2.6(c)
 - (iv) Speedy response shall be provided to: the warranty claim and the process for an efficient resolution, including both distributor and manufacturer's warranty claims.
 - (v) 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
- (i) 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, quantities and unit price;

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- 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) the product list will be inventoried at the City's 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.

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SCHEDULE B
SPECIFICATIONS

1.0 MANDATORY REQUIREMENT

1.1 Indicate Product Compliance to Standards - Mandatory Requirements

Item	Standard	Requirement
1.	Stainless Steel Hardware	All fasteners must be stainless steel.
2.	Maximum Weight	Maximum weight of 25 kilograms for complete assembly
3.	Mounting	Luminaire shall be designed to be mounted on a horizontal tenon measuring: 60mm diameter (OD) x 180mm Long
4.	Effective Projected Area	Maximum effective projected area (EPA) of 0.2m ²
5.	Wiring	Terminal Block sized to accept #14 to #8 AWG copper or aluminum conductors
6.	Ingress Protection	LED driver and light engine shall be IP66 rated
7.	ANSI C136.31	Designed to withstand 3G vibration testing prescribed in ANSI C136.31
8.	Certification to CSA	Luminaire shall be compliant with CSA C22.2 N. 250.0-08–UL 1598 Harmonized Std.
9.	UL 1598	Luminaire shall have a UL 1598, 40C, Wet Location Safety Listing.
10.	Input Voltage	Nominal luminaire input voltage range: 120-277V / 60Hz and operate normally for input voltage fluctuations of ±10%.
11.	Power Factor	Minimum power factor of 0.9 at full load.
12.	Total Harmonic Distortion	LED driver Total Harmonic Distortion (THD) shall be less than 20% at full load.
13.	Surge Protection Device (SPD)	Surge protection device (SPD) shall be UL1449 recognized. Surge protection device shall be rated to protect the luminaire up to 10kV/5kA combination wave surges in accordance with ANSI C136.2.

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Item	Standard	Requirement
14.	ANSI C136.41-2013	Control interface shall be a 7-pin photo control receptacle in compliance with ANSI C136.41-2013
15.	Colour Correlated Temperature (CCT) Colour Rendering Index (CRI)	Correlated Colour Temperature (CCT) nominally rated at 3000K and 4000K. Minimum Colour Rendering Index (CRI) of 70.
16.	Distribution Types	Available in IESNA Type II, III, IV, or V Distributions.
17.	IES TM-15-11	Backlight-Uplight-Glare (BUG) rating of BX-U0-GX.
18.	RoHS Directive 2002/95/EC	LED driver and electronics shall be RoHS compliant.
19.	Thermal Management	No fans, pumps or any moving parts or liquids are permitted to form any part of the thermal management system.
20.	Ambient Temperature	Operational at full range of temperature, -40°C to +40°C
21.	Operating Environment	Designed for operation in winds up to 160km/h, driving rain, snow and sleet, and fog
22.	External Identification	Wattage label and initial lumen label affixed on underside of luminaire visible from the ground as per ANSI C136.15.
23.	Internal Identification	Internal label indicating manufacturer's name, model number and/or part number, date of manufacture, driver current, wattage, and initial lumen output at 25°C ambient
24.	Warranty	Warranty period of 10 years. Unit and components (housing, wiring, connections, driver, LED light sources) functionality and integrity to be fully covered from failure for the duration of the warranty period. Failure shall include: <ul style="list-style-type: none"> • Lens discolouration; or • Negligible light output from >10% of the individual diodes

Test report for compliance to each Standard must be available for each luminaire offered under this RFP.

2.0 Product Requirement and Specification

2.1 General

- (a) Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
- (b) Product is NOT a Prototype. Luminaires offered shall be commercially available and shall be in full production catalogue that matches manufacturer documentation.
- (c) The Luminaire shall conform to electrical equipment requirements of the Electrical Safety Regulation under the Safety Standards Act as adopted by Technical Safety BC, and must comply with the Canadian Electrical Code.
- (d) Electronics, including LED light source(s) and driver(s), must be RoHS compliant.
- (e) Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- (f) All internal components shall be assembled and pre-wired using modular electrical connections.
- (g) The Luminaire fixture must not exceed a maximum effective projected area (EPA) of 0.2m².
- (h) The Luminaire may not exceed a maximum weight of 25 kilograms.
- (i) Aesthetics - Luminaires shall be slim-profile roadway cobra head type similar in appearance to Autobahn ATB series.
- (j) Each Luminaire shall be a complete assembly consisting of:
 - (i) Light engine complete with driver (power supply) and surge protection,
 - (ii) Weather-resistant housing and optical system,
 - (iii) NEMA 7 pin twist-lock photocell receptacle in accordance with ANSI C136.41, wired for future adaptive controls, and shorting cap. Socket shall be free to be reoriented without the use of tools.
 - (iv) Available hardware to accommodate future Smart City systems, to be costed and purchased as optional hardware
- (k) The Luminaire shall have a provision for house side shielding to reduce light trespass, to be installed at the factory or in the field. The shield can be attached to the housing or to the optical system.

2.2 Housing and Finish

- (a) Single piece unit primarily constructed of corrosion resistant, low-copper content aluminum alloy, die-cast or extruded, provided all joints are water tight. Die-cast is preferred.
- (b) Designed to minimize emission of noise from wind, and to resist ice build-up and formation of icicles.
- (c) Luminaire housing and optics must be CSA or UL rated for wet locations.
- (d) Luminaire and its mounting system must be vibration resistant - 3G Vibration Rating in accordance with ANSI C136.31.
- (e) Luminaire design shall include means to prevent wildlife intrusion as per ANSI C136.37.
- (f) The Luminaire shall have a casting designed to accept a NEMA 7 pin locking photocell receptacle in accordance with ANSI C136.41. The housing shall be designed so the photocell receptacle can be rotated without the use of tools.
- (g) Wiring and grounding, latching and hinging, mounting shall meet requirements of ANSI C136.37 and Canadian Electrical Code.
- (h) Tool-less entry is preferred. The driver will be mounted internally with quick disconnect and be easily replaceable.
- (i) The finish shall be tested to ASTM B117 salt fog, and must maintain a scribe creepage rating of 8 per ASTM D1654 after 5000 hours. Standard finish shall be grey.
- (j) All screws must be stainless steel. Captive screws are required on any components that require maintenance after installation.

2.3 Thermal Management

- (a) Passive thermal management consisting of heat sink fins integral to the housing with no fans, pumps, or any moving parts and/or liquids, and will be resistant to debris build-up and bird droppings.
- (b) The heat sink system will be designed to maintain a junction temperature for the LED's such that the light engine will achieve a minimum lifespan of 88,000 hours (IESNA LM-80) at 25 degrees C.
- (c) Luminaire shall start and operate in the ambient temperature range of -40° C to +40° C.
- (d) Maximum rated case temperature of driver and other internal components shall not be exceeded when Luminaire is operated in ambient temperature range specified.

2.4 Mounting

- (a) Luminaires will be mounted horizontally on a standard style pole and shall be designed to attach to 60mm (OD) diameter x 180mm long tenon on the pole arm via bolted connector.
- (b) The connector will use a minimum of two (2) bolts, or equivalent, and will allow for a vertical tilt adjustment of $\pm 5^\circ$ from horizontal. Step type leveling shall allow for increments of not more than 2.5° .

2.5 Labelling

- (a) The manufacturer will affix a permanent waterproof printed product label with full ratings located inside the housing. The label must be readily visible and permanently affixed to the interior surface of the housing. The label shall conform to ANSI C136.22 and include the required product information in Section 3.2
- (b) The manufacturer will affix a permanent waterproof NEMA wattage rating label meeting ANSI C136.15-2011. This label shall be located on the housing exterior and be visible from the ground when the Luminaire is mounted on a standard pole and arm (refer to Section 2.4).
- (c) The manufacturer will affix a permanent waterproof label with the initial lumen output of the luminaire at 25°C ambient temperature.

2.6 Optical Assembly

- (a) The preference is for an optical system designed for easy field removal and replacement.
- (b) The optical system can be comprised of individual LEDs with dedicated refractors. A glass lens is not mandatory, however, is preferred for ease of cleaning and reduced dirt depreciation as defined in IESNA RES-1-16.
- (c) Parts shall not be constructed of polycarbonate or any other synthetic material unless it can be proven the material is UV stabilized and heat resistant by independent documentation. Lens dis-coloration at any point in the warranty period will be considered a product failure. Lens shall meet ASTM D1003 (transmittance), and ASTM E313 (yellowness index) with $\leq 2\%$ change in either of these parameters over a period of 10 years.
- (d) Optical system must have an ingress protection rating of IP66 or better.
- (e) If glass lens is not provided, optical system shall have a salt spray rating of 6 or better.

2.7 Operating Environment

- (i) Ambient temperatures from -40° C to +40° C;
- (ii) Winds up to 160km/h;
- (iii) Driving rain;
- (iv) Snow and sleet; and
- (v) Fog.

2.8 Driver

- (a) The driver shall be mounted internally with a quick disconnect, and shall be easily replaceable.
- (b) At full load, driver shall operate at 0.90 power factor (lagging) or better.
- (c) Input voltage: The Luminaire shall have drivers available for 120V-277V, 60 Hz system.
- (d) The driver and related components shall operate normally for input voltage fluctuations of $\pm 10\%$.
- (e) Dimming control signal shall be industry standard 0-10 VDC (IEC 60929) to be wired to the photocell receptacle for plug and play dimming node operation. Dimming control shall include full shut off capability.
- (f) Driver Current - The driver current options will be a full range of ratings. The driver shall meet the Mean-Time-Between-Failure (MTBF) requirements defined in Section 2.18 of Schedule B.
- (g) Driver must be rated for wet locations if installed in an IP66 rated compartment. If not installed in an IP66 rated compartment, the driver components shall have IP66 rating.

2.9 Electrical Immunity (Surge Protection)

- (a) Luminaire must contain a discrete, easily accessible and replaceable class "A" surge protection device (SPD) that is UL1449 recognized.
- (b) Luminaire and devices under test (DUT) shall comply with ANSI C136.2 dielectric withstand and electrical transient immunity requirements. Combination Wave Test Level shall meet 10kV / 5kA levels.
- (c) SPD must provide common and differential mode protection, and contain an inductive filter circuit that reduces the amount of energy passed through to electronics during a surge event.
- (d) Failure mode of surge protection shall result in the luminaire switching off.

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2.10 Rated Life

- (a) Minimum 88,000 hours. The supplier shall define the percent of depreciation at 88,000 hours as part of Lamp Lumen Depreciation factor. Lumen depreciation shall be not greater than 0.90 unless data can be provided to support a higher factor.

2.11 Radio Frequency Interference

- (a) Power supplies shall meet FCC 47 CFR Part 15 Inference Requirements for Class B (residential areas) digital devices.

2.12 Total Harmonic Distortion

- (a) Total Harmonic Distortion (THD) shall be no more than 20% at full input across the specified voltage range, and shall conform to ANSI C82.77-2002.

2.13 Power terminals

- (a) Luminaire shall be supplied with terminal block for terminating supply wire.
- (b) Terminal block must be sized to accept #14 to #8 AWG copper or aluminum conductors, and a separate bonding conductor tab.
- (c) Shall be located inside the Luminaire housing.

2.14 Safety Testing

- (a) Luminaires must have locality-appropriate governing mark and certification (CSA, ULc, or ETLc).
- (b) Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration.

2.15 LED Engine

- (a) Nominal Correlated Colour Temperature (CCT) of 3000K (degrees Kelvin). Optional CCT 4000K shall be available at no extra cost.
- (b) Minimum Colour Rendering Index (CRI) of 70 for both 3000K CCT and 4000K CCT luminaires.
- (c) Failure of any individual LED (diode) must not impact the normal operation of the rest of the diodes.
- (d) The LED engine compartment must have an ingress protection rating of IP66 or better.

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2.16 Light Distribution

- (a) Available in a wide range of optical distributions (IESNA Types II, III, IV or V).
- (b) Backlight-Uplight-Glare (BUG) ratings of B_x-U₀-G_x or better. U₀ is mandatory. BUG Ratings shall be in accordance with IES TM-15-11.

2.17 Unit Power Density (UPD)

- (a) Luminaire shall not exceed a Unit Power Density (UPD) for each activity level:
 - (i) low pedestrian activity levels - 0.25 W/m²;
 - (ii) medium pedestrian activity levels - 0.35 W/m²; and
 - (iii) high pedestrian activity levels - 0.45 W/m².

2.18 Reliability

- (a) Mean Time Before Failure (MTBF) is preferred to be not be less than 2 million hours. Lower MTBF may be considered, but will be de-rated accordingly. MTBF testing data shall be relevant to the actual driver and drive current used in each fixture included in bid. Please note that alternative reliability prediction models will be accepted, however, Telcordia SR332 is the preferred test method.

2.19 Efficacy

- (a) Minimum 70 lumens per watt achieved as per IES LM-79 testing standards.

3.0 Packaging and Identification

3.1 Packaging - Luminaires shall be packaged in individual boxes to prevent damage. Boxes may be transported on pallets for bulk delivery, easy handling and off-loading.

3.2 Identification - each Luminaire shall have label on the Luminaire and the individual box exterior. Each label shall include the following information:

- (a) Manufacturer Name;
- (b) Model number and/or Part number;
- (c) Date of manufacture;
- (d) Driver current;
- (e) Wattage; and
- (f) Initial lumens at 25°C ambient temperature.

4.0 Technology Advancement

4.1 Identifying Advanced Product with Equivalent Performance

- (a) The successful Proponent shall notify and provide to the City with the latest light emitting diode (LED) technology.
- (b) The provision of latest technology products shall be provided at no additional cost to the City.
- (c) Provision of new LED models shall be complete with new IES files.
- (d) The successful Proponent shall provide a generation equivalent worksheet. This worksheet shall provide the City with a table that displays all relevant luminaires from the oldest to the most current models. The information in the worksheet should include, but not limited to:
 - (i) Model information;
 - (ii) Series;
 - (iii) LED;
 - (iv) Current Driver;
 - (v) Wattage; and
 - (vi) Initial Lumens.

4.2 Product Efficiency

- (a) Due to technology advancement, future product(s) with equivalent performance to existing City specification may include efficiencies such as:
 - (i) Improved manufacturing methods;
 - (ii) Reduced raw material input and/or improved material composition;
 - (iii) Dimension such as, weight and size (footprint).
- (b) The improvement of product due to technology, design, material, manufacturing, logistics, etc., may have an effect on:
 - (i) Installation, operation and energy consumption;
 - (ii) Price; and
 - (iii) Environmental Sustainability.

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 Personal Information Consent Form(s)
- APPENDIX 10 Proposed Amendments to Form of Agreement
- APPENDIX 11 Conflicts; Collusion; Lobbying
- APPENDIX 12 Luminaire Submittal Form
- APPENDIX 13 Photometric Calculation

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. PS20181751, 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

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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 12.
- (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 12.

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 12.

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

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- (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 12.

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 12.

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. (a Word version has been included for the ease of input)

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(s) to this Appendix 2 in the provided boxes (expand as required) below.

1.0 Mandatory Requirement

1.1 Product Compliance to Standards and/or Specification - Mandatory Response

The Proposal must clearly state the Product’s compliance to the Standards listed below and provide documentation to demonstrate such compliance in accordance to specifications listed in Part B, Schedule B - Specifications, Section 1.1 of the RFP.

Item	Product Requirement	Compliance: State (Y/N)	If “N”, state the noncompliant model(s)
1.	All fasteners are stainless steel		
2.	Maximum weight, ≤25 kilograms for complete assembly		
3.	Compatible mounting to horizontal tenon size: 60mm diameter (OD) x 180mm Long		
4.	Maximum effective projected area (EPA) of 0.2m ²		
5.	Terminal Block sized to accept #14 to #8 AWG copper or aluminum conductors		
6.	Ingress Protection rating of IP66 or better for optical system and driver housing		
7.	3G Vibration Rating, as per ANSI C136.31		
8.	Certified to CSA C22.2 N. 250.0-08—UL 1598 Harmonized Std.		

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Item	Product Requirement	Compliance: State (Y/N)	If “N”, state the noncompliant model(s)
9.	Certified to UL 1598, 40C, Wet Location Safety Listing.		
10.	Input Voltage, available for 120–277V/60Hz system, and operate normally for input voltage fluctuations of ±10%.		
11.	Minimum power factor of 0.9 at full load.		
12.	LED driver THD shall be less than 20% at full load.		
13.	Contain surge protection device (SPD) that is UL1449 recognized. SPD rated to protect luminaire up to 10kV/5kA combination wave surges in accordance with ANSI C136.2		
14.	NEMA 7-pin twist-lock photocell receptacle compliant to ANSI C136.41		
15.	Correlated Colour Temperature (CCT) nominally rated at 3000K and 4000K. Minimum Colour Rendering Index (CRI) of 70.		
16.	Available in IESNA Type II, III, IV, or V Distributions.		
17.	Backlight-Uplight-Glare (BUG) rating of U0		
18.	Electronic components are ROHS Compliant		
19.	No fans, pumps or any moving parts or liquids to form any part of the thermal management system		
20.	Operational at full range of, -40° C to +40° C		
21.	Designed for operation in winds up to 160km/h, driving rain, snow and sleet, and fog		
22.	Wattage label and lumens label affixed on underside of luminaire visible from the ground as per ANSI C136.15.		
23.	Internal label indicating manufacturer’s name, model number and/or part number, date of manufacture, driver current, wattage, and initial lumens		
24.	Warranty period of 10 years		

2.0 PROPONENT SERVICES

- 2.1 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.

Proponent shall address the above, Section 2.1, 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 2.1(a), in the space provided below.

2.2 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.

Proponent shall address the above, Section 2.2(a) & (b), in the space provided below.

2.3 Contract Implementation and Transition

- (a) Each Proposal should describe in detail the contract transition and implementation plan, including the implementation stages, schedule and person(s) involved, including but not limited to:
- i. determination of product requirements;
 - ii. service levels, including logistics arrangements;

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- iii. ordering process; and
- iv. establishment of payment methods or technology.

Proponent shall address the above, Section 2.3(a), in the space provided below.

2.4 Account Management and Key Personnel

- (a) Proponents are to provide an overview of their account management process and hierarchy.
- (b) Proposal should identify the key personnel that would perform the work, outlining their intended roles and responsibility, relating to the Services identified in Schedule A, including but not limited to the following:
 - i. account management, service escalation and issue resolution;
 - ii. day-to-day service and technical support; and
 - iii. order processing, scheduling of service, confirmation and logistic arrangements including delivery.

Proponent shall address the above, Section 2.4(a) & (b), in the space provided below.

- (c) Provide name(s) and phone number(s) of roles and responsibilities above for contact during standard business hour, non-business hour and/or emergency.

Proponent shall address the above, Section 2.4(c), in the space provided below.

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.

2.5 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.

2.6 Service 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).

Proponent shall address the above, Section 2.6(a) & (b), in the space provided below.

Proponent shall address the above, Section 2.6(a) & (b), in the space provided below.

2.7 Lead-time and Response Time

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

Item	Lead-time
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	

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- (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 2.7(b), in the space provided below.

2.8 Order Process

- (a) Proposal should describe in detail the processes by which the Proponent proposes to process the orders, including but not limited to:
- i. ordering and receipt process;
 - ii. discuss methodology to mitigate and manage: out-of-stock, back-orders and partial deliveries, which are considered performance concern; and
 - iii. the preference is to have no minimum order restrictions, Proponent to describe order restrictions.

Proponent shall address the above, Section 2.8(a), in the space provided below.

2.9 Delivery

- (a) Proponent shall describe their process in providing an acceptable delivery to the City:
- i. the method to ensure accurate products supplied as per the order;
 - ii. the provision of accurate shipping documentation;
 - iii. the packaging and identification of products in its packaging; and
 - iv. ability to perform on-time delivery based on lead-times and/or confirmed delivery date.

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Proponent shall address the above, Section 2.9(a), in the space provided below.

- (b) Proponents shall explain logistic aspects of conducting the delivery, including
- i. delivery method, carrier used and/or other delivery arrangements;
 - ii. the ability to deliver to the City's defined locations and/or to other locations as required on an if and when required basis; and
 - iii. the location(s) from which deliveries would be dispatched for the City.

Proponent shall address the above, Section 2.9(b), in the space provided below.

2.10 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.

Proponent shall address the above, Section 2.10(a), in the space provided below.

(b) Disaster Response Support

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

Proponent shall address the above, Section 2.10(b), in the space provided below.

2.11 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, including:
- response times from the notice of non-conformance;
 - the timeline for collection of non-conformance products and delivery of replacement; and
 - the issuance of credit memo.

Proponent shall address the above, Section 2.11(a), in the space provided below.

2.12 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, as set out in Part B, Schedule A, Section 1.3(c).

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- (b) Proponent shall describe their arrangement with the manufacturers, to resolve warranty requests on behalf of the manufacturer.
- (c) The following conditions within the warranty period will be considered a failure:
 - i. Lens dis-coloration; and
 - ii. Negligible light output from >10% of the individual diodes

Proponent shall address the above, Section 2.12(a), (b) & (c), in the space provided below.

2.13 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

Proponent shall address the above, Section 2.13(a) & (b), in the space provided below.

2.14 Technology

- (a) Proponent shall describe their ability to Integrate the City's SKU information into the Proponent's system for cross-reference on shipping documents, invoices and reports;

Proponent shall address the above, Section 2.14(a), in the space provided below.

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2.15 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 2.15(a), in the space provided below.

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3.0 Product Specification

Proponents shall clearly describe and provide documentation for the products offered in the Proposal, as per requirements indicated in Part B of the RFP.

3.1 Product Specifications - Response

- (a) If multiple products are offered with varying specifications, Proponents shall list the individual models and their relevant specifications.

Item	Description	Explain, Describe in Detail and/or State Specification(s)
1.	General Requirements: <ul style="list-style-type: none"> • modular assembly, designed for ease of replacement • commercially available and in full production • meets aesthetic description • weather resistant housing and optics • available hardware for future Smart City systems 	
2.	Rated Life in hours	
3.	EPA, provide rating (m ²)	
4.	Provide weight (kg)	
5.	Housing: <ul style="list-style-type: none"> • If, single piece construction; material and grade • If, die cast aluminum • Designed for: <ul style="list-style-type: none"> • wind noise and ice resistance • prevent wildlife intrusion • Tool-less entry • Salt fog rating 	

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Item	Description	Explain, Describe in Detail and/or State Specification(s)
6.	Optical Assembly: <ul style="list-style-type: none"> • Designed for: easy field removal and replacement • Individual LEDs or dedicated refractors • If, Glass lens provided • If, constructed of polycarbonate or synthetic material, describe UV and heat resistance • Lens ability to meet ASTM D1003 and ASSTM E313 (over 10 year period) • Salt spray rating, if no glass lens provided 	
7.	Describe Shielding (HSS) and installation method	
8.	Mounting: <ul style="list-style-type: none"> • Nominal tenon size • Tilt adjustment ($\pm 5^\circ$ from horizontal) 	
9.	Dimming Control capability	
10.	Indicate: BUG Rating	
11.	Reliability (MTBF) in hours	
12.	Indicate Efficacy by <ul style="list-style-type: none"> • Minimum lumens per watt 	
13.	Warranty Coverage	

Proponent shall provide documentation (cut sheet, test report, certification, and/or others) to support the specifications declared in the table above.

Proponent shall provide their response(s) to this Appendix 2, 3.1(a) in the provided spaces above (expand field as necessary for a comprehensive response).

3.2 Product Information Questionnaire

- (a) Explain how the luminaire design deters build-up of debris and bird droppings.
- (b) Describe how the luminaire design minimizes wind noise.
- (c) Provide a brief description of how the luminaire design prevents icicle formation.

Proponent shall address the above, Section 3.2(a), (b) & (c) in the space provided below.

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- (d) Explain how the luminaire's construction allows access to internal parts, and ease of achieving this in the field.

Proponent shall address the above, Section 3.2(d), in the space provided below.

--

3.3 Technology Advancement

- (a) Proponent shall describe their ability to offer and provide latest technology products equivalent to existing contracted products at no additional cost to the City as set out in Part B, Schedule B, Section 4.0.

Proponent shall address the above, Section 3.3(a), in the space provided below.

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3.4 Product Documentation

- (a) Provide Installation instructions, with reference for attachment to tenon and tilting adjustment.
- (b) Provide lab certification for products, attached as NVLAP certification(s).

4.0 Photometric Calculation

4.1 Proponent shall acquire ACAD files to produce Photometric Calculation(s) as instructed in Appendix 13.

4.2 Proponents shall produce Photometric Calculation(s) and submit together with the Proposal as instructed in Appendix 13.

5.0 Sustainability

5.1 Product Design and Manufacturing

Due to trending technology in LED design and manufacturing as mentioned in Schedule B, Section 4.0, the product efficiency may be considered as environmental benefits.

(a) Proponents shall describe positive environmental contributions as a result of their current product improvement.

(b) Proponent should describe in detail any plans and/or programs to improve design, material and manufacturing processes for environmental benefit.

Proponent shall address the above, Section 5.1(a) & (b), in the space provided below.

5.2 Product Disposal

(a) Proponent shall describe their product's ability to be recycled and/or repurposed.

(b) Proposal shall explain if Proponent has existing or planned program to offer obsolete product (HPS/LED light fixtures) disposal service, such as disassembly of product for recycling and reuse, to divert material away from the landfill.

Proponent shall address the above, Section 5.2(a) & (b), in the space provided below.

6.0 Supplier Diversity

In the space below, indicate the Proponent’s company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majority owned/controlled/ by:	Workforce Diversity:	Social / Environmental Certifications
<input type="checkbox"/> Women	% Women	<input type="checkbox"/> BCorp
<input type="checkbox"/> Indigenous Peoples	% Indigenous Peoples	<input type="checkbox"/> BuySocial
<input type="checkbox"/> Non-Profit/Charity (Social Enterprise)	% Ethno-cultural People	<input type="checkbox"/> Supplier Diversity Certification
<input type="checkbox"/> Coop	% People with Disabilities	<input type="checkbox"/> Fairtrade
<input type="checkbox"/> Community Contribution Corporation (3C/CCC)	% LGBTQ+	<input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)
<input type="checkbox"/> Ethno-cultural Persons	% Other: please indicate	<input type="checkbox"/> Other: please indicate
<input type="checkbox"/> People with Disabilities		
<input type="checkbox"/> LGBTQ+		
<input type="checkbox"/> Other: please indicate		

APPENDIX 3

COMMERCIAL PROPOSAL

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

If Proponent is submitting its Proposal by email please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

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 electronic media.

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 shall provide their response to this Appendix 3 in the provided boxes (expand as required) below.

1.4 Proposal may suggest alternate products related to the requirement of this RFP, including prices for all items identified and shall be inserted to Table 2 - Optional Items and Services.

1.5 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.

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Table 1 - Supply of Lighting System Components

Item	Description	Part# (by Proponent)	Est. Qty	UoM	Unit Price
1.	525mA 100W HPS Equivalent, Nominal 4,600 Delivered Lumens		2	Each	
2.	700mA 100W HPS Equivalent, Nominal 5,500 Delivered Lumens		2	Each	
3.	1000mA 150W HPS Equivalent, Nominal 7,700 Delivered Lumens		50	Each	
4.	700mA 150W HPS Equivalent, Nominal 8,500 Delivered Lumens		30	Each	
5.	850mA 200W HPS Equivalent, Nominal 9,800 Delivered Lumens		20	Each	
6.	700mA 200W HPS Equivalent, Nominal 11,200 Delivered Lumens		50	Each	
7.	1000mA 200W HPS Equivalent, Nominal 11,800 Delivered Lumens		70	Each	
8.	1300mA 250W HPS Equivalent, Nominal 13,700 Delivered Lumens		25	Each	
9.	1000mA 250W HPS Equivalent, Nominal 15,600 Delivered Lumens		45	Each	
10.	700mA 310W HPS Equivalent, Nominal 16,900 Delivered Lumens		8	Each	
11.	850mA 310W HPS Equivalent, Nominal 19,900 Delivered Lumens		4	Each	
12.	1000mA 400W HPS Equivalent, Nominal 23,700 Delivered Lumens		4	Each	

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Table 2 - Optional Items and/or Services

Item	Description	Part# (by Proponent)	Qty	UoM	Unit Price
1.	House-side External or Internal Shielding		100	Each	
2.	NEMA 7-pin Photocell			Each	
3.					
4.					
5.					

- (b) Proponent shall state the length of time the submitted prices may be fixed or describe another pricing structure, and advise associated price adjustment mechanism to determine price adjustment for the contract.

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

- (c) Due the concept of LED technology advancement as suggested in Schedule B, Section 4.0, improved products equivalent to Table 1 above may be available at a lower cost. Proponent should describe the price adjustment mechanism to determine prices for new products (i.e. percentage of discount to list prices).

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

- (d) The quantities stated in the table(s) 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.

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1.6 Discounts

- (a) Proponents shall describe any discounts or rebate programs available and how such program(s) apply.
- (b) Non-catalogued items: describe the mechanism of pricing, including but not limited to the percentage of discount, margin mark-up, and/or other pricing structure to offer the best pricing to the City.

Proponent shall address the above, Section 1.6(a) & (b), in the space provided below.

1.7 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 1.7(a), in the space provided 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 Name		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
<p>Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>		
<p>In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors / consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.</p>		
<p>The Subcontractor's Relevant Experience (identify at least three similar projects completed by the subcontractor within the last five years, including the client)</p>	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 _____	If vehicles are insured by ICBC, complete and provide Form APV-47.		

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

Limits of Liability (Bodily Injury and Property Damage Inclusive)			
INSURER _____	Per Occurrence	\$	_____
POLICY NUMBER _____	Aggregate	\$	_____
POLICY PERIOD From _____ to _____	Self-Insured Retention	\$	_____

7. PROFESSIONAL LIABILITY INSURANCE

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

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

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

APPENDIX 7

PROOF OF WORKSAFEBC REGISTRATION

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

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

PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 9 - 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 # PS20181751

Title: SUPPLY AND DELIVERY OF LIGHT EMITTING DIODE (LED) STREET LIGHTING LUMINAIRES

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

REQUEST FOR PROPOSALS NO. PS20181751
SUPPLY AND DELIVERY OF LIGHT EMITTING DIODE (LED) STREET LIGHTING LUMINAIRES
PART C - FORM OF PROPOSAL

APPENDIX 10

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 10 - Proposed Amendments to 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 11

CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 11 - 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 Part C - 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)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

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 PART C - FORM OF PROPOSAL

APPENDIX 12

LUMINAIRE SUBMITTAL FORM

Roadway Type:	
Manufacturer	
Model number	
Standard Housing finish colour(s).	
Luminaire Weight and EPA	
Voltage ranges (V)	
Surge suppression rating	
THD (%)	
ANSI vibration test level	
Make/model of LED light source(s)	
Make/model of LED driver(s)	
IP Rating	
Dimmability	<input type="checkbox"/> Dimmable <input type="checkbox"/> Not dimmable
Control signal interface	
Upon electrical immunity system failure	<input type="checkbox"/> Possible disconnect <input type="checkbox"/> No possible disconnect
Thermal management	<input type="checkbox"/> Moving parts <input type="checkbox"/> No moving parts
Lumen output	
Reported lumen maintenance life (hr)	
Single or dual driver?	
CCT	

If required, Proponent may expand or attach additional sheets in the same table format above for the response.

APPENDIX 13

PHOTOMETRIC CALCULATION

Proponent shall submit Photometric Calculations as Appendix 13 to the Proposal.

1.0 Resources for Photometric Calculation

1.1 Proponents should obtain the electronic (PDF and CAD) files via the FTP site as instructed in Part A, Section 1.8 (b).

- (a) PDF electronic files - total 9 files
- (b) ACAD electronic files - total 9 files

2.0 Photometric Calculation Submission

2.1 The following files should be completed electronically as a separate file and be submitted together with the Proposal.

- (a) AGI32 electronic files.
- (b) An Excel spreadsheet and/or PDF of photometric calculation summary matrix, in the same table format as Section 3.6 - Lighting Calculation Table.

2.2 Please Zip the files to reduce the size or email separately if needed

2.3 Proponent shall refer to Part A, Section 4.0 for submission instruction

3.0 Photometric Calculation

3.1 Lighting calculations for the proposed luminaire will meet the lighting criteria listed and submitted calculations and fill out information in the format below.

3.2 All photometry must be photopic in IES format. Scotopic or mesopic factors will not be allowed. Scaled photometry must meet the approval of the City.

3.3 Sufficient initial lumen output to maintain compliance with IES RP-8 over the luminaire's lifetime (L70)

3.4 Calculations will be undertaken using the AGI32 calculation template provided. For the roadway, all parameters are defined; luminaire will be defined by the supplier to meet the lighting level for the roadway described.

- (a) Light Loss Factor (LLF) where $LLF = LLD \times LDD \times LATF$;
- (b) Lamp Lumen Depreciation (LLD) will be determined by the manufacturer and be based on the percentage of initial output at 88,000 operating hours

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calculated in accordance with IESNA LM-80 and TM-21, and verified by an NVLAP accredited laboratory. The TM-21 extrapolation can, however, be up to 14 times the test duration;

- (c) Luminaire Dirt Depreciation (LDD) = 0.90 for housings with a flat glass lens or 0.80 for housings without a flat glass lens, as per IES RES-1-16 and cleaned every ten years; and
- (d) Luminaire Ambient Temperature Factor (LATF) = 1.

3.5 Roadway Type Table

Senario #	Road Classification	# of Lanes	Width (m)	Existing Watts	Spacing (m)	Arrangement	Offset (m)	Pole Height	Median (m)	Ped Conflict
1	Major	4	19	200	35	Opposite	0.5	9		Low
2	Major	4	14	200	35	Staggered	0.5	9		Medium
3	Major	2	14	150	55	Staggered	0.5	9		Medium
4	Major	5	20	200	35	Opposite	0.5	9		Medium
5	Major	6	19	200	35	Opposite	0.5	9		Medium
6	Major	4	19	200	40	One Sided	0.5	9		Low
7	Major	3	15	200	55	Opposite	0.5	9		High
8	Major	4	25	200	40	Opposite	0.5	9	6	High
9	Local	2	9	70	60	One Sided	2	9		Low
10	Local	3	12	150	65	Staggered	0.5	9		Medium

3.6 Lighting Calculation Table

Roadway Type	1	2	3	4	5	6	7	8	9	10
Luminaire Make and Model No.										
Light Loss Factor										
Lamp Lumen Depreciation at 88,000 Hours										
Input Watts										
Driver Current										

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Roadway Type	1	2	3	4	5	6	7	8	9	10
Efficacy (lumens per watt)										
In-situ LED Tc (°C)										
BUG Rating										
MTBF										
S/P Ratio										
Roadway Calculation Results										
Average Luminance (cd/m ²)										
Uniformity Ratio Avg. / Min										
Uniformity Ratio Max / Min										
Veiling Luminance Ratio										
Sidewalk Calculation Results										
Average Horizontal Illuminance										
Uniformity Ratio Avg. / Min										
Pole Spacing and UPD Results										
Pole Spacing										
Roadway UPD (W/ m ²)										

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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)



SUPPLY AGREEMENT
PS20181751

BETWEEN:

<SUPPLIER NAME>

AND:

CITY OF VANCOUVER

RELATING TO SUPPLY AND DELIVERY OF LIGHT EMITTING DIODE (LED) STREET LIGHTING
LUMINAIRES

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 Light Emitting Diode (LED) Street Lighting Luminaires and related products;

AND WHEREAS the City wishes to procure Light Emitting Diode (LED) Street Lighting Luminaires and related products from the Supplier upon and subject to the terms and conditions hereinafter set forth,

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

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SAMPLE

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

- (a) **"Agreement"** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **"Background IP"** has the meaning ascribed thereto in Section 14.4;
- (c) **"Business Day"** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (d) **"Change in Control"** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (e) **"City Policies"** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule H or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (f) **"City's Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (g) **"Competent Authority"** means:
 - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
 - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
 - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (h) **"Confidential Information"** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or

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

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
 - (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
 - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
 - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
 - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (i) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;
 - (j) **"Contract Price"** means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
 - (k) **"Defect"** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;

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- (l) **“Documentation”** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
- (m) **“Effective Date”** has the meaning ascribed to such term in Section 2.1;
- (n) **“Encumbrance”** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (o) **“Environmental Law”** means any Law which imposes any obligations relating to:
- (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (p) **“Force Majeure”** means, exhaustively, any:
- (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;

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- (q) **“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (r) **“Group”** means:
- (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
 - (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (s) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (t) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (u) **“Key Project Personnel”** means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (v) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having

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

- (w) **"OHS Requirements"** means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (x) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;
- (y) **"Permitted Purpose"** has the meaning ascribed thereto in Section 15.3;
- (z) **"Proposal"** means the Supplier's proposal dated **<Date>**, submitted by the Supplier to the City in response to the RFP;
- (aa) **"Release"** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (bb) **"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;
- (cc) **"RFP"** means the City's Request for Proposal number PS20181751;
- (dd) **"Safety Incident"** means:
 - (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.
- (ee) **"Sales Tax"** has the meaning ascribed to such term in Section 16.1;
- (ff) **"Site"** means each of the worksites at which the Supply shall be performed, as shown in Schedule J and each other place where the Supply is performed;
- (gg) **"Subcontractor"** means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;
- (hh) **"Supplier's Manager"** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;

- (ii) **“Supply”** means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (jj) **“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;
- (kk) **“Time(s) for Completion”** means the time(s) stated in Schedule E by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;
- (ll) **“Variation”** has the meaning ascribed to such term in Section 3.9(a); and
- (mm) **“WCA”** means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

1.2 Headings

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

hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

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

- (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

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

- Schedule A Scope of Goods and Services
- Schedule B Prices for Supply
- Schedule C Intentionally Deleted
- Schedule D Specific Deliverables
- Schedule E Time Schedule for Supply
- Schedule F Intentionally Deleted
- Schedule G Intentionally Deleted
- Schedule H City Policies
- Schedule I Key Project Personnel
- Schedule J Site

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

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

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the fourth anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up three successive one-year periods following the fourth anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.
- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as

before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

**ARTICLE 3
SUPPLY; GENERAL TERMS**

3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.
- (d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.

3.2 Application to Prior Acts

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

3.3 Sufficiency and Competence of Personnel

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of

Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

3.4 Intentionally Deleted

3.5 Standards and Requirements

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

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

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

3.6 Consents

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

3.7 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of **ten** 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 third-party manufacturers or suppliers of the goods or materials.
- (c) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.

- (d) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (e) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (f) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.7 or to evidence the Supplier's compliance with this Section 3.7, 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 3.7.

3.8 Relationship Between the Parties

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

3.9 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services), a time expressed in Schedule E (Time Schedule for Supply) or the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.9.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:

- (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
 - (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, and corresponding changes to Schedule G (Project Budget), as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.9(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

3.10 Tests; Defects and Acceptance

- (a) If a Defect appears the Supply, the City shall notify the Supplier accordingly.
- (b) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (c) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (d) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.10(d) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.
- (e) When the City is reasonably satisfied that the Supply has been completed and is without Defects, the City shall promptly issue to the Supplier a Certificate of Completion.
- (f) Without prejudice to any right or remedy of the City under this Agreement, performance of the Supplier's obligations in respect of the Supply shall not be

considered to have been completed until the corresponding Certificate of Completion is issued in accordance with Section 3.10(e).

3.11 Title and Risk

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

3.12 Intentionally Deleted

ARTICLE 4
INTENTIONALLY DELETED

ARTICLE 5
CONTRACT MANAGERS

5.1 City's Managers

- (a) The City hereby designates each of <Insert Name> and <Insert Name> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager

and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.

- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Supplier's Managers

- (a) The Supplier hereby designates each of <Insert Name> and <Insert Name> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

5.3 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a 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 fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as

reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;

- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and

6.3 Covenants Regarding Violations of Health and Safety Requirements

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

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.4 Covenants Regarding the Environment

- (a) The Supplier shall:
 - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
 - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
 - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
 - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport,

storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.

- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Supplier shall:

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

6.6 Covenants Against Encumbrances

- (a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

**ARTICLE 7
PERSONNEL**

7.1 Intentionally Deleted

7.2 Changes in Personnel

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

7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
 - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
 - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);

- (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
 - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
- (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
 - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,
- the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.
- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
 - (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

ARTICLE 8 REPORTING

8.1 Progress Reports

- (a) Annual progress reports shall be prepared by the Supplier and submitted to the City in a format reasonably acceptable to the City, if any, or as otherwise required by the City, each within seven days after the last day of the year to which it relates.
- (b) Each such progress report shall include (as a minimum):
 - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
 - (ii) copies of any quality assurance documents;

- (iii) information and statistics relating to health, safety, environmental and community relations aspects of the Supply;
- (iv) health and safety statistics, including details of:
 - (A) any Safety Incidents or other injuries, accidents, or safety or near-miss incidents relating to the safety of the Supply; and
 - (B) any hazardous accidents, incidents and activities relating to environmental aspects of the Supply or community relations, including any Releases of any Hazardous Substances; and
- (v) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise any aspect of the Supply or the timing therefor.

8.2 Assistance regarding Reporting Requirements

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

8.3 Other Reports

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

ARTICLE 9 PAYMENT; AUDITS

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (c) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional

compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.

- (d) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.2 Purchase Orders; Content of Invoices

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

9.3 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 an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

- (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.

9.4 Currency of Payment

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

9.5 Contested Claims for Payment

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

9.6 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

9.7 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier

hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

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

10.1 Scheduled Items

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

10.2 Other Information

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

10.3 Decisions in Writing

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

10.4 Access to the Site

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

**ARTICLE 11
LIABILITY AND INSURANCE**

11.1 Covenants of Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
 - (i) any:

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- (A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;
 - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) damage to the natural environment, including any remediation cost recovery claims;
 - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
 - (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
 - (F) failure by the Supplier to fully comply with the provisions of this Agreement;
 - (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
 - (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
 - (I) breach of the warranties of the Supplier contained herein,
in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or
- (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
 - (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (ii) any loss or damage flowing from the termination of this Agreement.

- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

11.2 Contamination of Lands

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

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

11.3 Conduct of Claims

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

- (a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 11.3(f); and
 - (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

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

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- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):
 - (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
 - (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
 - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
 - (i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.3(a); or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);
- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
 - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
 - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

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

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

11.4 Insurance

- (a) The Supplier shall take out and maintain in force during the term of this Agreement, at its own cost, 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 or other such amounts the City may approve from time to time, protecting the Supplier and Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss arising out of the operations of the Supplier or the actions of the Supplier or Supplier's personnel. The policy must:
 - (i) name the City and the City's officials, employees and agents as additional insureds;
 - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
 - (iii) include blanket contractual liability coverage; and
 - (iv) include non-owned auto liability coverage.
- (b) The Supplier shall purchase and maintain during the entire term of this Agreement, at its own cost, automobile liability insurance on all licensed vehicle owned or leased to the Supplier with a limit of not less than \$5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Supplier or the Supplier's personnel.
- (c) All required insurance policies specified in Sections 11.4(a) and 11.4(b) must remain in full force and effect at all times until completion of the Supply or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

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- (i) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;
 - (ii) be primary insurance with respect to all claims arising out of the Supplier, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
 - (iii) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.
- (d) 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.
- (e) The Supplier and any Subcontractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent Supplier would require to protect their performance of Supply or their operations.
- (f) As a condition precedent to any payment from the City to the Supplier under this Agreement, the Supplier shall provide evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, Agreement number, policyholder, description of work, insurer name, insurer policy number, insurer policy period, and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City at any time during the performance of the Supply immediately upon request.
- (g) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4.
- (h) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.

ARTICLE 12
FORCE MAJEURE; TERMINATION

12.1 Force Majeure

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
 - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
 - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least <45> days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of <45> days.

12.2 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as its determines) or terminate this Agreement at any time (and for its convenience) upon <30> days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within <14> days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least <14> days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if:
 - (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
 - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

12.3 Supplier Termination Rights

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

- (a) Ninety (90) days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of <30> days following the issue of such reminder notice; or

- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after <60> days.

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
 - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
 - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of \$500, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

12.5 Other Surviving Rights and Liabilities of Parties

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

- (b) After termination of this Agreement, the provisions of Sections 3.7 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

**ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING**

13.1 Assignment

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

13.2 Subcontracting

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 14
INTELLECTUAL PROPERTY**

14.1 Assignment

The Supplier acknowledges and agrees that the City is the exclusive owner of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein. The Supplier shall assign and hereby assigns to the City all right, title, and interests in and to the Documentation, including, without limitation, all existing

and future Intellectual Property Rights in and to the Documentation, effective upon their creation to the fullest extent permitted by Law. Insofar as such right, title, and interest do not so vest automatically or immediately in the City by operation of law or under this Agreement, subject to Section 14.2, the Supplier holds legal title of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in trust for the City and grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of such Documentation for any purpose. Such licence shall include the right to sub licence to any third party without restriction.

14.2 Further Assistance

If and to the extent that any of the right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, is not assigned automatically or immediately to the City under Section 14.1, the Supplier undertakes, at the expense of the City and at any time either during or after this Agreement upon request from the City (notwithstanding that the City may do so in its own name and at its own cost), to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the City, be necessary or desirable to vest all right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in the City and to register them in, the name of the City and otherwise to protect and maintain such right, title, and interest. The Supplier further agrees to cooperate fully with the City both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by the City to confirm the transfer of ownership of the Documentation or to obtain or enforce patent, copyright, trade secret, or other protection for the Documentation. The Supplier shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the fees, provided that the expense of obtaining or enforcing intellectual property protection shall be borne by the City.

14.3 Supplier Undertakings and Representations and Warranties

- (a) The Supplier undertakes:
 - (i) to notify the City in writing of the full details of Documentation promptly upon its creation;
 - (ii) whenever requested to do so by the City and in any event on the termination of this Agreement (as provided for in ARTICLE 12), promptly to deliver to the City all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any parts of the Documentation which are in its possession, custody or power;
 - (iii) that the Supplier shall not, either during the term of this Agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, the City's ownership of the Documentation or of any Intellectual Property Rights related thereto, and

- (iv) not to register nor attempt to register any Intellectual Property Rights in the Documentation unless requested to do so by the City.
- (b) The Supplier represents and warrants to the City that:
 - (i) it has not given and shall not give permission to any Subcontractor or third party to use any of the Documentation, nor any of the Intellectual Property Rights in the Documentation, other than as provided for in this Agreement or otherwise in accordance with the instructions of the City;
 - (ii) it has not given, and shall not give, to the City, nor shall it use in the provision of the Supply, any confidential material or documents of any former client or customer of the Supplier or of any other third party, unless the Supplier has received prior written authorization to do so from the City and from the owner of the confidential material or documents;
 - (iii) it has the absolute right to make the assignments of the right, title, and interest in and to the Documentation contemplated in this Agreement and to grant the rights granted under this Agreement;
 - (iv) it is unaware of any use by any third party or any unauthorized use by a Subcontractor of any of the Documentation or any Intellectual Property Rights in the Documentation; and
 - (v) the use of the Documentation or the Intellectual Property Rights in the Documentation by the City shall not, to the knowledge of the Supplier, infringe any Intellectual Property Rights of any third party.

14.4 Background Intellectual Property

Notwithstanding and superseding anything to the contrary in this ARTICLE 14, each Party retains title to all Intellectual Property Rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement (“Background IP”). To the extent that one Party acquires any right, title, or interest in and to any aspect of the modifications or improvements to the Background IP of the other Party, such first Party shall assign such right, title, and interest to the second Party, immediately following such acquisition. If any of the Supplier’s Background IP is included in or required to use the Documentation provided by the Supplier to the City, the Supplier hereby grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence (including the right to sub-licence only to members of the City’s Group) to, itself and through contractors and agents, use, copy, amend, reproduce, modify, create derivative works of, use, commercialize, and otherwise exploit the Supplier’s Background IP but only to the extent required to use such Documentation for the purpose (or any reasonably inferred purpose) for which it has been provided or for the provision of the Supply under this Agreement (excluding any software source code).

14.5 Supplier Employees' and Subcontractors' Rights

The Supplier:

- (a) warrants that the Supplier's employees, Subcontractors and agents have waived or shall have waived in whole all moral rights (including, without limitation, any similar rights allowing the rights holder to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof, and to restrain use or reproduction of works in any manner) they may have in the Documentation;
- (b) indemnifies the City, its officers, agents, contractors and employees against any liability, cost, loss or damage (including legal costs on a solicitor-client basis) suffered or incurred that arises under any breach of the warranty contained in Section 14.5(a); and
- (c) must do all things requested by the City, including signing or procuring the signature of particular forms, to give full effect to Section 14.5(a).

14.6 No Additional Remuneration

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

ARTICLE 15 PRIVACY; CONFIDENTIALITY

15.1 Freedom of Information and Protection of Privacy Act

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

15.2 No Promotion

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

15.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "Permitted Purpose"), or

disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

15.4 Disclosure to Representatives

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

15.5 Disclosures Required by Law

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

15.6 Other Disclosures by the City

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

15.7 Interpretation; Enforcement and Survival

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

**ARTICLE 16
TAXES**

16.1 Taxes for Own Accounts

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

16.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Supplier; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

**ARTICLE 17
DISPUTE RESOLUTION**

17.1 Optional Procedure

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

17.2 Arbitration

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

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 18 MISCELLANEOUS

18.1 Time of the Essence

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

18.2 Costs

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

18.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 Entire Agreement

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

18.5 Amendments and Waiver

Subject to Section 3.9, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

18.6 Notices

- (a) Any order, demand, notice or other 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 a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party (including as designated in writing hereinbelow) at the relevant address or facsimile number listed below:

- (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
Facsimile: 604-873-7057

or such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.3 or as otherwise specified in the relevant City purchase order.

- (b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(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 demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

18.7 Governing Law and Jurisdiction

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

18.8 Further Assurances

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

18.9 Severance

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

18.10 Counterparts

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

SAMPLE

18.11 Independent Legal Advice

THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

18.12 Electronic Execution

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

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

<SUPPLIER NAME>

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Print Name and Title

Print Name and Title

SCHEDULE A

SCOPE OF GOODS AND SERVICES

[TO BE COMPLETED AT THE TIME OF CONTRACT AWARD]

The Supplier will provide the following services ("Services"), consistent with the services described in the Proposal and the RFP *and* in accordance with the requirements of this Agreement.

1.0 SERVICES

[To be completed based on the Proposal]

1.1 Account Management

- (a) The Supplier will assign representative(s) as key contact for specific roles, including but not limited to:
- (b) Regular service reviews on performance measures shall be conducted at mutually agreed times, throughout the contract term.

1.2 Schedule of Service and Response Time

1.3 Order Process / Delivery / Reporting / KPI / Inspection and Warranty

2.0 SCOPE OF WORK

[To be completed based on the Proposal]

3.0 SAFETY

[To be completed based on the Proposal]

3.1 The Supplier shall conduct installation services in a safe and healthy work environment, including but not limited to:

- (a) Fleet
 - i. will be properly serviced and fully inspected prior operation;
 - ii. operated by fully qualified personnel;
 - iii. operate safely to avoid accidental release, damages or injuries; and
 - iv. Fleet and/or Delivery Vehicle(s) will be equipped with audible and/or other backup warning system.

- (b) Safe Operating Procedures, Regulations and Guidelines
- i. The Supplier will conduct the services in a safe manner, including but not limited to:
 - the use of appropriate personal protective equipment;
 - receiving health and safety training appropriate to the industry, including hazard identification and safe operating procedures and guidelines; and
 - compliance to the latest WorkSafeBC, provincial and municipal guidelines and regulations.
 - ii. The Supplier shall observe site hazards identified, including but not limited to:
 - Owner's Anticipated Workplace Hazards; and
 - Pre-contract Hazard Assessment.
- (c) Clean-up
- i. The successful Proponent shall:
 - clean-up and remove all debris from the premises; and
 - leave the premises in a condition acceptable to the City.

4.0 SPECIFICATIONS

[To be completed based on the Proposal]

SCHEDULE B

PRICES FOR SUPPLY

[TO BE COMPLETED AT THE TIME OF CONTRACT AWARD]

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 <insert time period>.
- 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.

Table 1 - Price Schedule

[TO BE ATTACHED AT THE TIME OF CONTRACT AWARD]

SCHEDULE C

INTENTIONALLY DELETED

SAMPLE

SCHEDULE D
SPECIFIC DELIVERABLES

[TO BE COMPLETED AT THE TIME OF CONTRACT AWARD]

SAMPLE

SCHEDULE E

TIME SCHEDULE FOR SUPPLY

[TO BE COMPLETED AT THE TIME OF CONTRACT AWARD]

SAMPLE

SCHEDULE F

INTENTIONALLY DELETED

SAMPLE

SCHEDULE G

INTENTIONALLY DELETED

SAMPLE

SCHEDULE H
CITY POLICIES

[TO BE COMPLETED AT THE TIME OF CONTRACT AWARD]

1. The City's Supplier Code of Conduct referred to in Appendix 8 of the RFP.

SAMPLE

SCHEDULE I

KEY PROJECT PERSONNEL

[TO BE COMPLETED AT THE TIME OF CONTRACT AWARD]

SAMPLE

SCHEDULE J

SITE

[TO BE COMPLETED AT THE TIME OF CONTRACT AWARD]

SAMPLE