



REQUEST FOR PROPOSALS

RFP No. PS20211128

**SUPPLY, DELIVERY, MAINTENANCE AND CARE OF STRUCTURAL
FIREFIGHTING PROTECTIVE CLOTHING**

Issue Date: December 15, 2021

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

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PART A - INFORMATION AND INSTRUCTIONS**

SUMMARY

The City of Vancouver (“City”) is requesting proposals from interested firms that can supply and deliver structural firefighting protective clothing ensemble (“Bunker Suit”) consisting of pants and coat which is designed for structural firefighting that meets National Fire Protection Association (“NFPA”) 1971 - 2018 Edition as well as provide support to Vancouver Fire and Rescue Services (“VFRS”) with respect to cleaning, inspection, disinfection, repair and recordkeeping (“Care Program”) according to NFPA 1851-2020 Edition, in accordance with the Requirements as set out herein in Annex 1.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“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 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.
- 1.3 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 8.0 below, among others.
- 1.4 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 Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

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- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 pm Tuesday, January 11, 2022
Closing Time	3:00 pm on Tuesday, January 18, 2022

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:

Donna Lee, Buyer donna.lee@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

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 Excel format, and;
 - Any other attachments if necessary - 1 combined PDF file.

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- 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.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
 - Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats, which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
 - The maximum number of attachments allowed in an email message is 250 attachments.
 - The maximum size limit for an email message, including all attachments, is 20MB per message
- 4.3 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.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 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.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding 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.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 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.

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6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a three (3)-year period, with three (3) possible two (2)-year extensions, for a maximum total term of nine (9) years].

7.0 PRICING

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

7.2 Pricing is expected to be held firm for the initial thirty-six (36) month period unless otherwise expressly agreed to by the City. If variable pricing term is proposed, the vendor shall indicate the framework to determine the price adjustment, including but not limited to:

- (a) Identify key components and associated percentage of the cost structure;
- (b) Each identified key component should have an associated timeframe that the pricing is held firm (longer period is preferred);
- (c) Indicate the source of the index as the market reference; and
- (d) Describe the detail mechanism or formula to determine future pricing adjustment.

Any requested price change, after the initial period, will be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the initial period or the twelve (12) month extension periods.

7.3 Prices must be quoted in Canadian currency.

7.4 Prices are to be quoted DPP, 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:

Evaluation Criteria	Evaluation Weighting
Technical	45%
Financial	45%
Sustainability (Environmental and/or Social)	10%
Total	100%

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(i) financial terms, (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Proponents' capabilities to perform the City's scope of work (as defined in Part B) as and when needed, (iv) quality and service factors, (v) innovation, (vi) environmental or social sustainability; (vii) transition costs or challenges; and, Proponent's historical performance in delivering the defined services and honoring the defined terms and conditions of prior executed Agreement(s) with the City. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

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

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PART A - INFORMATION AND INSTRUCTIONS**

9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf> . The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 LIVING WAGE EMPLOYER – INTENTIONALLY OMITTED

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.

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PART B - SCOPE OF WORK**

PART B - SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “**Scope of Work**”) IS current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

1.0 OVERVIEW

The City of Vancouver (“City”) is requesting proposals from interested firms that can supply and deliver structural firefighting protective clothing ensemble (“Bunker Suit”) consisting of pants and coat which is designed for structural firefighting that meets National Fire Protection Association (“NFPA”) 1971 - 2018 Edition as well as provide support to Vancouver Fire and Rescue Services (“VFRS”) with respect to cleaning, inspection, disinfection, repair and recordkeeping (“Care Program”) according to NFPA 1851-2020 Edition, in accordance with the Requirements as set out herein in Annex 1.

1.1 The purpose of this Request for Proposal (“RFP”) is to assist the City in selecting a Proponent(s) with the product mix and service capability to efficiently and cost-effectively supply quality Bunker Suits as well as the Care Program as per the requirements set out herein. The Requirements stated within this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and negotiation process.

1.2 Proponents are requested to submit proposals for the full requirement - the Bunker Suits and the Care Program however the Bunker Suit Proponent may sub-contract with another party that specializes in the Care Program. The Bunker Suit Proponent will be the primary contractor to the City and will be responsible for the overall fulfilment and management for Bunker Suits and the Care Program which includes but not limited to supply, delivery, maintenance, invoicing, and the overall satisfaction of the Agreement.

2.0 BACKGROUND

2.1 The City of Vancouver, with a population of approximately 560,000 lies in a region of more than two (2) million people. Vancouver is the largest City in the province of British Columbia and the third largest in Canada. As the main western terminus of Canada’s transcontinental highway and rail routes, as well as home to the Port of Vancouver, Vancouver is the primary City of western Canada, one of the nation’s largest industrial centres and is consistently rated as one of the most livable cities in the world.

2.2 VFRS with a fire suppression staff of approximately seven hundred fifty (750) is required to provide Personal Protective Equipment (“PPE”) that meets recognized standards to its members. With annual turnover of staff as well as Bunker Suits reaching the end of its usable service life, VFRS expects to purchase on average between eighty (80) and one hundred twenty five (125) sets of Bunker Suits annually. VFRS also maintains the Bunker Suits through a Care Program that is done in house and through an outside contractor.

3.0 OBJECTIVES

3.1 The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively supply the RFP Requirements as set out in ANNEX 1 - Detailed Requirements. The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

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PART B - SCOPE OF WORK

- 3.2 VFRS expects to partner with a Proponent that will be able to supply Bunker Suits to VFRS members in a timely fashion as well as support VFRS by being able to supply timely and cost effective maintenance. This maintenance will be in the form of inspection, disinfection, cleaning, recordkeeping and repair according to NFPA 1851-2020 edition.
- 3.3 The City has the requirements as set out in ANNEX 1 (together, the “Requirements”):
- (a) The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
 - (b) Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number; it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.
 - (c) 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. Actual quantities will likely vary, but the Proponent’s unit prices will remain fixed regardless of the actual variances in quantities actually required by the City.

4.0 EXPERIENCE

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

5.0 REFERENCES

Each Proposal should respond in Appendix 4 titled “Proponents References,” which should provide names and contact information for approximately three parties for whom the Proponent as a distributor of structural firefighting garments in the past. By submitting a Proposal, the Proponent consents to the City contacting these references, and consents to the City also contacting any other organization not listed in the table below for the purposes of evaluating the Proponent’s company and Proposal.

6.0 CLIENT LIST

Attach a client list and include any letters or recommendation that may be appropriate to this project.

7.0 SUBCONTRACTORS

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

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7.2 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.

8.0 ACCOUNT MANAGEMENT

Each Proposal should contain a section titled “Account Management,” which detail customer service processes and capabilities such as, but not limited to: the order and delivery processes, the day-to-day services and other operational processes.

- a) Order Processing
 - i. Proposal should indicate order placement method(s);
 - ii. Proposal should describe its order receipt and confirmation process; and
 - iii. Proposal shall state the delivery time from the receipt of an order to the arrival at the destination.
- b) The City’s preference is not to have minimum order thresholds. However each Proponent is to indicate any minimum order thresholds.
- c) Each Proposal should describe its program to manage, maintain and improve delivery schedule, minimizing leadtimes and how its program will deliver maximum benefit to the City. Proposals may include but not limited to:
 - i. Safety stock; or
 - ii. other innovative methods to improve delivery lead-time for products.

9.0 QUALITY ASSURANCE

Each Proposal should contain a section titled “Quality Assurance,” which describe its quality assurance program(s), including but not limited to:

- i. quality management processes;
- ii. incoming material inspection and verification process;
- iii. pre-shipment inspections/order verification;
- iv. dealing with product non-conformance and corrective action processes;
- v. process and target timelines for non-conformance investigations;
- vi. management of metrics regarding supplier product quality issues; and
- vii. any special process quality programs/certifications, including date of most recent audit and certification.

10.0 INSPECTION OF PRODUCTS

All products supplied shall be subject to inspection and testing by the City in accordance with the terms set out in Part D - Form of Agreement. Each Proposal should contain a section titled “Inspection of Products,” and should:

- (a) describe its processes and capabilities of testing material and products at the manufacturing facilities, including quality control tests done internally by the manufacturer or by a third party inspection company acceptable to the City.

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PART B - SCOPE OF WORK**

- (b) describe its product replacement process, including an expedited timeline for collection of returning products and delivery of replacement products, for the event that any items are found damaged or otherwise not in conformity with the specifications.

11.0 WARRANTY

Each Proposal should contain a section titled “Warranty,” which 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. Any additional costs for the extended warranty option are to be stated in Table E, under Appendix 3 - Commercial Proposal.

12.0 TRANSITION AND IMPLEMENTATION PLAN

Each Proposal should contain a section titled “Transition and Implementation Plan” and should indicate the ability to provide:

- (a) Transition and Implementation Plan
- i. Each Proposal should describe in detail a transition and implementation plan, including the implementation stages, schedule and person(s) involved. The successful Proponent and the City are expected to develop and confirm a strategy for transition and implementation, which will become part of the Agreement.
- ii. Include a detailed explanation as to how the transition and implementation will be completed with minimal disruptions. This explanation should encompass, but not be limited to:
- service levels, including logistics arrangements;
 - ordering process; and
 - develop summary billing or technology to streamline and reduce invoice transactions.

13.0 VALUE ADDED SERVICES

13.1 The Proposal shall contain a section titled “Value Added Services,” which indicate any offer and describe any value-added services, products or items not specifically asked for and details as to what the Proponent is prepared to supply 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 appended to Appendix 3 - Commercial Proposal.

13.2 Each Proposal shall describe any cost reduction activities, which the Proponent has driven or participated in. Be specific as to methodology, timeline and results (in terms of dollar savings and value added services) and how it may be applied to the City’s requirement.

14.0 LEAD-TIME AND CYCLE TIME

Each Proposal should contain a section titled “Lead-time and Cycle Time”, which should suggest the timeframe and identifying each sequential stages of order processing, manufacturing, quality control and transportation, including the timing for completion of delivery and unloading at the destination, and will be required to develop and maintain such a schedule. The Proponent’s delivery schedule should make reference to the Requirements as

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PART B - SCOPE OF WORK**

appropriate. This section of the Proposal may be completed by cross-referencing the “Technical Proposal” section where appropriate.

15.0 RECORD KEEPING AND REPORTING

Proponent must maintain a complete record of cleaning, inspections and repairs done for all City Bunker Suits.

The detail of requirements for record keeping and reporting is set out in ANNEX 1 - DETAILED REQUIREMENTS.

16.0 SAMPLES

16.1 Short-listed Proponents may be required to submit six (6) sets of custom fitted Bunker Suits that meet the requirements in ANNEX 1 for wear testing. The testing may be expected to be a minimum of 8 weeks and may be extended or shortened if warranted.

16.2 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If Products not fully consumed, they will be returned at the Proponent’s request and expense.

17.0 ENVIRONMENTAL

Proponents are required to provide detail work plan and removal methods meeting the “zero discharge” and “zero pollution” standards for the turnout gear care program.

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ANNEX 1 - DETAILED REQUIREMENTS**

ANNEX 1 - DETAILED REQUIREMENTS

1.0 PRODUCT REQUIREMENTS - STRUCTURAL FIREFIGHTING PROTECTIVE CLOTHING

In support of the factors as outlined within this RFP, the City has identified key desirable requirements below which the Proponent should, but not be limited to addressing within its Proposal. Should there be insufficient space to address the respective elements, the Proponent may respond on a separate sheet, using the same sequence as included herein. Additional information not specifically requested, but which the Proponent considers relevant, should also be included.

2.0 BUNKER SUIT REQUIREMENTS

2.1 General

- (a) The Bunker Suit requirement details design and material criteria to afford protection to the upper and lower body, excluding head, hands, and feet against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA 1971-2018 Edition) for Bunker Suits. Coat length standard is thirty two inches (32")
- (b) Proponent to supply certification which validates that Bunker Suit(s) offered meet NFPA 1971-2018 Edition.

2.2 Outer Shell Material - Bunker Suit

- (a) The outer shell shall be Armor AP, or a rip stop twill weave fabric made of 80% Nomex®/Kevlar® spun yarns with 400 denier filament Kevlar® filament. Armor AP uses producer dyed Nomex®/Kevlar® fibers with an approximate weight of 6.5 ounces per square yard. Color shall be gold/tan brown.
- (b) Proponent to provide a detailed description on how ~~you~~ their offered product meets and/or exceed the above requirement for outer shell material and indicate color availability.
- (c) VFRS will consider other Kevlar dual and triple blended fiber outer shell materials. Please provide detailed description on how their offered product meet and/or exceed the above requirement for outer shell material and indicate color availability.

2.3 Thermal Insulating Liner - Bunker Suit

- (a) The thermal liner shall be Glide™ 2-Layer, consisting of 1 layer of 1.5 oz. and 1 layer of 2.3 Oz. DuPont™ Nomex® E89™ spunlace batting, quilted to a 3.6 oz. Glide Ice™ face cloth consisting of 60% Nomex® Filament and 40% DuPont™ Nomex®/Lenzing FR spun yarns. The total weight of the thermal liner shall be approximately 7.4 ounces per square yard.
- (b) The thermal liner shall be bound around its perimeter with bias-cut neoprene coated cotton/polyester binding or other suitable material.
- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for thermal insulating liner.

2.4 Moisture Barrier - Bunker Suit

- (a) The Crosstech Type 2F or equivalent® moisture barrier material shall be a four point eight (4.8) ounce per square yard two(2)-layer laminate comprised of a bicomponent

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membrane and a three-point-three (3.3) ounce per square yard Nomex® IIIA woven pajama check substrate. The bicomponent membrane shall be comprised of an expanded polytetrafluoroethylene (PTFE), for example Teflon, matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix.

- (b) The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971-2018 Edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance. The moisture barrier shall be bound along the edges with bias-cut neoprene-coated cotton/polyester binding.
- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for moisture barrier material characteristics.
- (d) VRFS would consider other moisture barrier materials that are based on a woven substrate. Please provide technical data on proposed shell.

2.5 Method of Thermal Liner/Moisture Barrier Attachment - Bunker Suit

- (a) The thermal liner and moisture barrier shall be completely removable from the jacket shell. The thermal liner/moisture barrier shall be secured with a minimum of twelve (12) snap fasteners appropriately spaced on each jacket facing. The neck area of the interface of the moisture barrier can be secured with either snaps or woven hook and loop. With an additional two (2) snap fasteners at each sleeve end.
- (b) The thermal liner and moisture barrier shall be completely removable from the trouser shell. Ten (10) snap fasteners shall be spaced along the waistband to secure the thermal liner/moisture barrier to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of two (2) snap fasteners per leg.
- (c) Four snaps shall be positioned at the shell sleeve cuff to attach to the liner. All four snaps shall be spaced evenly around the cuff. Snaps are located on the fabric tabs around the shell cuff and positioned in the same location to attach to the corresponding snap attached directly to the liner cuff.
- (d) Shell or Polymer Coated Aramid material shall be used in a color scheme to assist in the easy alignment of snaps when gear is reassembled.
- (e) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for thermal liner moisture barrier.

2.6 Liner Inspection System - Bunker Suit

- (a) The thermal liner/moisture barrier in the Bunker Suit shall have a liner inspection system and the opening will be sealed with hook and pile fasteners and or zippers.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for liner inspection system.

2.7 Mobility Enhancement Features - Bunker Suit

- (a) The Bunker Suit will have features incorporated into the design to enhance the mobility and movement of the firefighter with the goal to reduce over fatigue from wearing the garments.

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- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for mobility enhancement features.

2.8 Sealed Moisture Barrier Seams - Bunker Suit

- (a) All moisture barrier seams shall be sealed with a minimum one (1) inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for sealed moisture barrier seams.

2.8 Stitching - Bunker Suits

- (a) Lock stitch sewing shall be used throughout the Suit's outer shell (unless otherwise specified), using nomex® thread. All outer shell seam assemblies where rupture could reduce protection of the garment to the wearer by exposing the moisture barrier/thermal liner, shall be double or triple lock stitched sewn. All raw edges shall be suitably bound and all stress points shall be bar tacked. All hook and pile tape and retro-reflective tape shall be sewn with two rows of lock stitching along each edge.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for stitching.

2.9 Labels - Bunker Suits

- (a) Each Bunker Suit shall have garment label(s) permanently and conspicuously attached stating a minimum of the following language, as well as detailed warning instructions provided by the manufacturer:
- 1) "DO NOT REMOVE THIS LABEL";
 - 2) "THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, 2018 EDITION";
 - 3) TRACKING LABEL SYSTEM: there shall be a two (2) dimensional bar code and QR code label permanently affixed to each garment for tracking purposes. The label shall contain a minimum of the following information:
 - i. RF (radio frequency) electronic identity device (RFID Chip) suitable to meet the needs of the PPE (wear/thermal/water resistance):
 - EPC Class 1 Gen 2 Ultra High Frequency (UHF) RFID tags for the North American market (frequencies vary by region).
 - Machine Washable.
 - Heat Resistant.
 - Replaceable.
 - Compatible with the TSL 1153 Scanner
<https://www.tsl.com/products/1153-bluetooth-wearable-uhf-rfid-reader>
 - ii. Unique serial number;
 - iii. Item description (brand, model);

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- iv. Lot information (date of mfg., size etc.);
- v. Material description;
- vi. Standards to which the garment is compliant (showing in 2D-D bar code); and
- vii. Name of Firefighter.

- (b) Labels will be affixed to all parts, the outer shell, moisture barrier and thermalliner. The bar code shall be in accordance with NFPA 1971-2018 Edition. The bar code shall be able to withstand customary wash and wear cycles.
- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for labelling.

2.10 Composite Performance - Bunker Suit

- (a) The garment composite, consisting of the outer shell, moisture barrier and thermal liner, must provide a Total Heat Loss (“THL”) of greater than two hundred forty (240) and not more than three hundred and twenty (320) when tested in accordance with NFPA 1971-2018 Edition.
- (b) The garment composite, consisting of the outer shell, moisture barrier and thermal liner, must provide a Thermal Protective Performance (“TPP”) of greater than thirty-seven (37) and not more than forty-three (43) when tested in accordance with NFPA 1971-2018 Edition.
- (c) VFRS has a preference, that all materials used in the Bunker Suit be breathable except for the reflective trim thus it is incumbent on all manufacturers to reduce the total area of the Bunker Suit that uses nonbreathable materials.
- (d) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for composite performance. Proponent to identify material used in the Bunker Suits offered that is not breathable.

2.11 Sizing - Bunker Suit

- (a) Bunker Suits must be available in male and female sizes. Custom fit from measurements taken by the successful Proponent. Sizing sets should be used to assist in the fitting. Proponents must currently have male and female cut patterns. Coat measurements should be two (2) inch increments in the chest, one (1) inch increments in the body length and one (1) inch increments in sleeve length. Pant measurements should be two (2) inch increments in waist and one (1) inch increments in inseam.
- (b) Proponents to guarantee proper fit after Bunker Suit is washed and dried, in accordance with the manufacturer’s instructions. Upon any discrepancies regarding fit, the Contractor will alter the Bunker Suit or replace the Bunker Suit to the satisfaction of VFRS at no cost to VFRS.
- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for sizing and proper fit.

2.12 Retro-reflective Fluorescent Trim Sizing - Bunker Suit

- (a) The retro-reflective fluorescent trim shall be triple trim, lime/yellow borders with silver center.

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- (b) Each Bunker Suit's retro-reflective fluorescent trim affixed to the outside of the outer shell shall meet the requirements of NFPA 1971-2018 Edition. The trim shall be three (3) inches wide and shall be NFPA vertical style. One strip around the hem of the coat. One strip around the coat at chest level. Two strips vertical on back of coat between the upper and hem strips. One strip on the lower arm.

Pictures of Current Reflective Strips



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- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for retro-reflective fluorescent trim.

3.0 COAT REQUIREMENTS

3.1 Personalized Name Plate - Coat

- (a) A removable personalized name plate/plate with the Firefighter's name will be provided. The removable 1-layer name plate/panel shall be attached to the bottom back hem of the coat with woven hook & loop and snaps. The name plate shall be made by the same material as the garment. Firefighter last name lettering shall be in 3M Scotchlite or equivalent

3.2 Drag Rescue Device - Coat

- (a) A Drag Rescue Device ("DRD") shall be installed in each coat. The strap will be installed in the coat between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by woven hook and loop flap. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps of a Self-Contained Breathing Apparatus (SCBA). The flap will have a compliant reflective trim sewn to the outside to clearly identify the feature as the DRD.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for drag rescue device.

3.3 Thermal Enhancement - Coat

- (a) An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for thermal enhancement.
- (c) A inner zipper closure with an outer woven hook and loop closer system.
- (d) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for coat positive closure system.

3.4 Wristlets/Elasticized Wristlets Adjustable Sleeve Wells - Coat

- (a) Each coat shall be equipped with an elasticized wristlet made from Nomex or Kevlar or other fiber blends, or equivalent. A separate thumb loop with an approximate diameter of two (2) inches shall be sewn on the edge of the wrist guard.
- (b) Water well with the wristlet to outer shell - The sleeves shall have a water well to prevent liquids and other hazardous material from entering when the arms are raised. This Water Well shall be constructed of moisture barrier and shall be double needle lock stitched to the shell approximately five (5") inches from the sleeve cuff and continue down the inside of the outer shell to the cuff area. The wristlets shall be sewn to the end of the water well. Four (4) one (1") inch wide pieces of PCA material will be sewn to the union of the sleeve water well and the wristlet. These tabs will be spaced equally from each other and incorporate female snap fasteners to accommodate corresponding male snaps in the thermal liner.
- (c) Water well with the wristlet attached to liner - The sleeve wells are to be designed to

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prevent water and hazardous materials from entering the sleeve when the arms are raised. The well design needs to prevent disengaging the moisture barrier/thermal liner composite when doffing the garment. The wristlet shall be sewn to the thermal liner sleeve end.

- (d) The VFRS will accept the above wristlet system to be attached to either the liner or outer shell.
- (e) Proponent to provide a detailed description on how their offered product meets and or exceeds the above requirement for the sleeves.

3.5 Sleeve Cuff Reinforcements - Coat

- (a) The sleeve cuffs shall be reinforced with a minimum of a double layer of outer shell material.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for sleeve cuff reinforcement.

3.6 Liner Shoulder and Upper Back Thermal Enhancement - Coat

- (a) An additional layer of thermal liner material or dead air panels shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for liner shoulder and upper back thermal enhancement.

3.7 Pockets - Coat

- (a) Cargo pocket(s) - Each coat front body panel shall have a minimum two (2) inch deep by nine and half (9½) inch length by nine (9) inch wide expansion pocket double stitched and shall be located such that the bottom of the pocket is at the bottom of the coat for full functionality when used with an SCBA. Retro-reflective trim shall run over the bottom of the pocket as not to interrupt the trim stripe. Two (2) rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. Each pocket closure flap will have foam placed in the outer edge to improve feel of the pocket for a gloved hand firefighter.
- (b) Radio Pocket - Each coat shall have a pocket designed for the storage of a portable radio. Pocket shall be of box type construction, double stitched to the coat, and shall have one (1) or two (2) drainage eyelets in the bottom of the pocket. The pocket flap shall be closed by means of a flame resistant hook and pile fastener tape. A notch will be made in the pocket flap on the right side to allow the antenna and extended mike to stick out with the pocket flap fully fastened. The radio pocket shall measure approximately two (2) inches deep by four (4) inches wide by eight (8) inches length and shall be installed on the left chest once again not impeding the SCBA straps. A different size configuration may be considered to meet VFRS radio requirements.
- (c) Liner pocket - Each coat will have one interior pocket with an approximant size of seven (7) inches by nine (9) inches. Attached to the inside of thermal line.
- (d) Each coat shall have one (1) tool pocket measuring approximately three and a half (3.5) inches wide by six (6) inches in length by one (1) inch deep. It will be located on the upper left arm positioned 15 degrees off center leaning towards front of coat.

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- (e) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirements, and state size of coat pocket, radio pocket and interior pocket offered.

3.8 Microphone Strap - Coat

- (a) A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the coat at the ends only. The microphone strap shall be mounted above the radio pocket approximately (two) 2 inches above the top of the radiopocket and shall be constructed of double layer outer shell material. Fabric strap shall be approximately 1 inch tall by 3 inches wide.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for microphone strap.

3.9 Flashlight Holder - Coat

- (a) One self-material strap with metal snap hook shall be placed on the center chest/storm flap and shall be positioned with the top of the fabric strap at the same height as the top of the radio pocket on the left chest. Four (4) inches below the clip a self-material retention strap (one (1) inch wide) will be mounted that will fasten around the flashlight through a hook and pile system. This strap will require 8.5" standard length to accommodate common hand lights on the market including a Little Ed, and a Stream light Survivor.
- (b) A fabric strap shall be placed on right chest. It shall be sewn to the coat at the ends only. The SCBA strap shall be mounted in line with left chest microphone strap and the top of the fabric strap holding flashlight hook. Strap shall be constructed of double layer outer shell material. Fabric strap shall be approximately 1 inch tall by 3 inches wide.
- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for flashlight holder.

3.9 Collar - Coat

- (a) Collar height will be a minimum of three (3) inches and will include a throat tab or other certified closure by NFPA standards in 1971 - 2018 edition.
- (b) Proponent to describe construction of collar offered.

3.10 Embroidered Canadian Flag - Coat

- (a) Each coat shall have a nomex® embroidered Canadian flag that measures approximately two-point-five (2.5) inches by three- point-five (3.5) inches installed on the left sleeve.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for embroidered flags.

3.10 SCBA Face - Piece Bag

- (a) Heavy Duty Black Cordura Nylon - Oil, water and grease resistant.
- (b) Size sufficient to hold a Scott 3000HT face-piece.
- (c) Complete with 3M reflective trim material - colour/style to coat/pants on both sides.

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- (d) Two sided bag sewn on three (3) sides. Approximate TBD inches tall by TBD inches wide.
- (e) Drawstring closure.
- (f) 1D - ring sufficient enough to hang from front jacket to be located on the upper left corner.

4.0 PANTS REQUIREMENTS

4.1 Suspender Connector Straps - Pants

- (a) Four (4) straps approximately two (2) inches wide X three (3) inches long, made of outer shell material shall be sewn into the top of the waistband for holding the suspenders. Straps shall pass through the metal or thermoplastic slide fasteners of the suspenders and snap onto themselves.
- (b) The straps shall be positioned approximately seven (7) inches apart, centered on the back and approximately eleven (11) inches apart centered on the front of the pants.
- (c) Each strap shall have two (2) male and two (2) female snap closures for closing the strap and shall be able to pass through the suspender fastener slideopening.
- (d) The male fasteners shall be located approximately one half (1/2) inch from the unattached end. The strap shall then be folded in two at the unattached end for approximately one (1) inch and sewn so that when the fasteners are in the closed position there will be material between the hardware and the heat source.
- (e) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for suspender connector straps.

4.2 Suspenders - Pants

- (a) A pair of "H" parachute style heavy-duty suspenders shall be supplied in the appropriate size, (e.g. short, regular, tall, extra tall, and attached to each pair of trousers). The suspender will have "parachute" clasps (similar) to those found on SCBA chest adjustment straps) that allow for quick and easysizing adjustments.
- (b) Pants shall come with belt loops and black Kevlar belt with thermal plastic coupler. Pants will not have take-up straps. 5 - 8 belt loops depending on waist size. Belt loop shall be approximately 1 inch wide by 3.5inches tall.
- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for suspenders.

4.3 Expansion (Bellows) Pockets - Pants

- (a) An expansion pocket is required, measuring approximately two (2) inches deep by ten (10) inches wide by ten (10) inches high shall be double stitched to the side of each legstraddling the out seam above the knee and positioned offset one (1) inch forward to provide accessibility. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water.
- (b) Divider panel for 1 (one) full-bellow pant pocket is required, located right full-bellow pant pocket.
- (c) Proponent to provide a detailed description on how their offered product meet

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and/or exceed the above requirement for expansion bellow pockets

4.4 Liner Knee Thermal Enhancement - Pants

- (a) An additional layer of specified thermal liner and moisture barrier material shall be sewn to the knee area of the liner system for added protection and increased thermal insulation at contact points.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for liner knee thermal enhancement.

4.5 Knee Reinforcements - Pants

- (a) The knee area shall be reinforced with an extra layer of abrasion resistant material of polymer coated aramid.
- (b) The knee reinforcement shall be slightly offset to the inside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure ten (10) inches wide by twelve (12) inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance.
- (c) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for knee reinforcements.

4.6 Padding Under Knee Reinforcements - Pants

- (a) Additional padding for the knees shall be incorporated in the pants that is breathable. One (1) or two (2) layers of closed cell foam padding approximately eight (8) inches wide X ten (10) inches high, \pm one (1) inch in each direction. Padding shall be beneath of the exterior reinforcement on the outside of the outer shell.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for padding under knee reinforcements.

4.7 Pant Cuff Reinforcements - Pants

- (a) The cuff area of the pants shall be reinforced with a minimum of a double layer of outer shell material.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for pant cuff reinforcements.

4.8 Reverse Boot Cut - Pants

- (a) The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately one (1) inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the trouser cuffs.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for reverse boot cut.

4.9 Ankle Storm Wells - Pants

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- (a) Neoprene coated cotton/polyester shall be used in the construction of ankle storm protectors to be located at the bottom of each pant leg to help prevent water, smoke and soot from penetrating the inside of the pant leg.
- (b) Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for ankle storm wells.

5.0 PACKAGING AND DELIVERY

- (a) Bunker Suits shall be individually packaged for each firefighter and delivered in secured totes/carrying bags. The totes/carrying bags will be large enough to accommodate Bunker Suit, boots and helmet.

Each package shall clearly identify on the outside the name, employee number, station number and shift of the firefighters for whom the contents were fitted.
- (b) All Bunker Suits are to be delivered to FireHall #1, 900 Heatley Avenue, Vancouver.
- (c) Proponent to provide a maximum delivery time commitment to a number of weeks, which includes but not limited to measuring, logistics and orders placed on short notice.
- (d) Proponent to provide details to its ability to meeting the delivery requirements or offer its best solution that will provide best value for the City.

6.0 CARE PROGRAM

6.1 Advance and Specialized Cleaning, Inspection, Repair and Alteration of Bunker Suits.

- (a) The Proponent shall be able to provide Product maintenance services in support of the supply of Bunker Suits. This service will include, but not be limited to the cleaning, inspection and repair of Bunker Suits to NFPA 1851-2020 Edition and NFPA 1971-2018 Edition.
- (b) VFRS requires a seamless service through one clearly identified point of contact for both supply of Bunker Suits, and cleaning, inspection and repair of the Bunker Suits. The cleaning, inspection and repair facility can be a separate sub-contractor of the successful Proponent of the Bunker Suits, however the Bunker Suit Proponent will be the prime contractor and responsible to VFRS for the quality of service and pricing as related to cleaning, repair, inspection and anything else related to the Care Program.
- (c) The Proponent will identify whether a separate cleaning and repair provider will be used and outline the relationship between the two (2) parties. The Proponent in conjunction with their service provider will identify how they propose to manage the City's Care Program including but not limited to items shown below (d).
- (d) Service requirements should include, but not be limited to:
 - i. advanced cleaning;
 - ii. inspection process which meets NFPA 1851-2020 Edition including but not limited to compliance to provide inspection tag information showing repair operator tracking and cleaning operator tracking;
 - iii. specialized cleaning and sanitizing of bio-contaminated garments and component;

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- iv. specialized decontamination of diesel fuel, oil, tar, paint and waxes;
 - v. meet NFPA 1851-2020 Edition and provide third party documentation of conformity to this standard at time of RFP closing;
 - vi. adherence to manufacturers care and maintenance instructions;
 - vii. accurate tracking and reporting system;
 - viii. repair service for patching and repairs of rips, tears, holes and components;
 - ix. replacement of reflective trim, cuffs, pockets, kneepads, elbow and shoulder pads, snaps buttons, zippers, wristlets and other components;
 - x. repairs and testing of thermal liners and moisture barriers;
 - xi. alterations and customization of Bunker Suits ensembles; and
 - xii. pick-up and return of Bunker Suits in need of service from #1 Firehall - 900 Heatley Avenue, Vancouver at no cost to the City.
- (e) Proponent to provide details to its ability to meet the above requirements or offer its best solution that will provide best value for the City.

7.0 NATIONAL FIRE PROTECTION AGENCY (NFPA) AND MANUFACTURER COMPLIANCE

- 7.1 NFPA 1851-2020 Edition and 1971-2018 Edition standards shall be construed to be the minimum requirements for supply and delivery of Bunker Suits. Whenever mention is made of any article, material or workmanship to be in accordance with NFPA, the requirements are to take into consideration all current, known and contemplated changes to the National Fire Protection Agency Codes and Standards.
- 7.2 Proponents must meet NFPA-1851-2020 Edition requirements, as Independent Service Providers (ISP), for advance and specialized cleaning, inspection and repair of Bunker Suits and provide a current copy with their submission of the Certificate of Compliance issued by an independent 3rd party underwriter. The Certificate of Compliance must be for the facility proposed for use to service the City's Bunker Suits. The successful Proponent will be required to maintain compliance and provide a current copy to the City annually.
- 7.3 Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for NFPA compliance.

8.0 CAPACITY AND LEAD TIME

- 8.1 Proponent should provide complete details regarding their capacity or potential expected capacity relating to the Care Program. This will include repair volume ability and cleaning volume ability.
- 8.2 Proponent should also provide any tolerance levels (plus or minus) against manufacturer recommendations in respect to repair, cleaning.
- 8.3 Proponent should specify the expected turnaround time for repair and return of structural firefighting protective ensembles.
- 8.4 Proponent should specify any similar services being provided to other agencies or Fire Departments, and the relationship of priority that the City's orders will be held.

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9.0 EQUIPMENT, PRODUCTS AND PERSONNEL

- 9.1 The Proponent shall specify the make, model and manufacture year of the machinery to be used for cleaning, inspection, repair and alternation in addition to the turnaround of downtime for the machinery and any relevant service details that would affect service to City's Bunker Suits.
- 9.2 Chemicals being used in the cleaning of the Bunker Suits shall be specified. Proponent to provide complete descriptive and illustrative information for the cleaning products that are being used for cleaning of the Bunker Suits and accessories as well as provide full information on the products being used including Material Safety Data sheets where applicable as well as product labels.
- 9.3 Proponent should outline the training program for staff performing the repair and cleaning to the City's Bunker Suits. Include who the training will be provided by, manufacturer or otherwise, and the qualifications of the operators. Additionally, define the number of operators and repair personnel that will be utilized.

10.0 SITE SECURITY

- 10.1 Proponent to detail storage, security, and handling processes for the City's Bunker Suits while at their facility. Proponent shall be responsible and billed for the replacement of lost items, or items damaged via negligent repair or cleaning process.

11.0 RECORD KEEPING AND REPORTING

- 11.1 Proponent must maintain a complete record of cleaning, inspections and repairs done for all City Bunker Suits.
- 11.2 Proponent must have the ability to provide reports with historical data per City's request by quantity, by spend, and by time including but not limited to dates when specific Bunker Suits were cleaned and inspected, and what repairs have been done to the Bunker Suits.
- 11.3 Proponents should outline the record keeping process and provide examples of records management.
- 11.4 Proponents should include samples of any reports that would be of interest and of advantage to the City.
- 11.5 City's preference is to have secure on-line access (via the internet) to allow the City to view record storage relating to the City's Bunker Suits including but not limited to view information, dates and details of cleaning, records of repairs, tracking report, maintenance, and other handling. Proponent is to detail availability of on-line access and the capacity to view information and should include any information regarding protection of information stored in their system or provide an alternate method of providing the City with reporting mechanism.

12.0 REPAIRS

- 12.1 All repairs and/or alterations must be conducted in accordance with NFPA 1851-2020 Edition and NFPA 1971-2018 Edition using the same materials as the Original Equipment Manufacturer (OEM) including fabric, thread type, seam construction, hardware, and hardware backing unless otherwise approved by the manufacturer.
- 12.2 Prior to making repairs that exceed the cost of \$100.00, the Proponent will provide a written estimate of the repair to the City. The City will review the estimate and provide direction or authorization with regard to the Bunker Suit repairs.

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12.3 Proponent to state their ability to meet NFPA standards for repairs and alterations and the availability of the same materials as the OEM suppliers.

13.0 PERFORMANCE TESTING

13.1 Turnout ensembles will be subjected to a Firefighter job simulation in which each test participant will rate the product based on performance and comfort while performing simulated firefighting activities, including but not limited to, the Fire Ground Survival, Rapid Intervention Team, and Hose-handling evolutions. Tests shall be conducted with Self Contained Breathing Apparatus (SCBA).

13.2 Wear Testing Turnout ensembles submitted by manufacturers shall be new, unlaundered and meet Section 1.8 - sizing for those selected to conduct performance testing. Prior to performance testing VFRS will launder each ensemble five (5) times. During the evaluation period, the ensemble shall be laundered an additional twenty-five (25) times. Given the average quarterly extraction of ensembles in front-line operations and a seven (7) year life span in front line operations, the number of total extraction cycles for each ensemble will be at least thirty (30) cycles.

13.3 Performance Testing of the coat/pants interface shall maintain a minimum 2” overlap. There shall be no coverage gaps, with or without SCBA worn, created from hem rise/wrist creep during the simulated firefighting operations. The shoulder/back/sleeve interface shall not bind or restrict the user. Pant/leg/crotch area shall be flexible and not restrict the user. All fitment criteria shall apply during the following simulated firefighting operations with or without SCBA usage:

- (a) Overhead reach situations encountered when pulling ceilings.
- (b) Raising ground ladders.
- (c) Pulling ladder halyards.
- (d) Bending situations encountered when performing hose evolutions or bending to pick up equipment.
- (e) Crawling situations when advancing hose lines or conducting searches.
- (f) Climbing operations including ground ladders, aerial ladders, and stairs.
- (g) Step up situations encountered when climbing onto an apparatus tailboard.
- (h) Straddle situations when crossing a parapet wall or completing window hang and bailout.
- (i) Equipment loading/unloading from apparatus and transportation to/from use.
- (j) Various victim extrication scenarios including, but not limited to, horizontal drags (including Drag Rescue Device deployment, usage, and restoring), vertical lifts, negotiation of stairs and inclines, and passing through low and reduced profile openings.

13.4 Ensemble will be evaluated by users completing evolutions as both a rescuer and a victim.

13.5 Various tool usage when completing evolutions such as forcible entry, vehicle extrication, breaking and breaching, etc.

13.6 The ensemble shall be easy to don or doff by a firefighter wearing wet structure protection gloves when standing or sitting in a fire apparatus.

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13.7 The following equipment carried or worn by a firefighter dressed in the coat/pants ensemble shall be easily accessible and comfortable to a firefighter wearing wet structural firefighting gloves:

- Structural firefighting helmet
- SCBA pack and face piece
- 90-degree personal flashlight
- Portable Radio with or without chest harness.
- Structural firefighting gloves
- Turnout boots
- Firefighting hood
- 15-feet of 1-inch webbing
- Thermal Imaging Camera
- Full access to all pockets

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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 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 10 Proof of WorkSafeBC Registration

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**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. PS20211128, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

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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));

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- (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.

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8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (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

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“Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

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 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

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 10.

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.

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**APPENDIX 2
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below. Attached additional documents if necessary.

Proponent Overview

In the space below, provide a description of the Proponent's company, purpose and history of successes including number of years in business and company owners.

Work Plan / Scope of Work

Each Proposal should contain a section titled "Work Plan/Scope of Work" which should detail the sequential process by which the Proponent proposes to deliver the goods and/or services, from the receipt of order, manufacturing to the delivery at the destination. The Proponent's work plan should make reference to Part B - Scope of Work and Annex 1 - Detailed Requirements as appropriate.

Key Personnel

Each Proposal should contain a section titled "Key Personnel," which should identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements.

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

Client List

Attach a published client list and include any letters or recommendation that may be appropriate to this project. Refer to Part B - Scope of Work - Section 6.

Account Management

Detail customer service processes and capabilities such as, but not limited to the order and delivery processes, the day-to-day services and other operational processes. Refer to Part B - Scope of Work for Section 8.0 for details.

Quality Assurance

Describe your quality assurance program(s). Refer to Part B - Scope of Work - Section 9.0 for details.

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Inspection of Products

All products supplied shall be subject to inspection and testing by the City. (a) Describe the processes and capabilities of testing. (b) Describe product replacement process. Refer to Part B - Scope of Work, Section 10 for details.

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Warranty

Describes 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. Refer to part b - Scope of Work - Section 11 for details. Any additional costs for the extended warranty option are to be stated in Table E - Extended Warranty.

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Transition and Implementation Plan

The Proponent should indicate the ability to provide Transition and Implementation Plan. Refer to Part B - Scope of Work - Section 12 for details.

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Value Added Services

Proponent indicate any offer and describe any value-added services, products or items not specifically asked for and details as to what the Proponent is prepared to supply 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 appended to Appendix 3 - Commercial Proposal.

Proponent shall describe any cost reduction activities, which the Proponent has driven or participated in. Be specific as to methodology, timeline and results (in terms of dollar savings and value added services) and how it may be applied to the City's requirement.

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Lead-Time and Cycle Time

Proponent should suggest the timeframe and identifying each sequential stages of order processing, manufacturing, quality control and transportation, including the timing for completion of delivery and unloading at the destination, and will be required to develop and maintain such a schedule. The Proponent's delivery schedule should make reference to the Requirements as stated in Part B, Section 14 and Annex 1 - Section 8.0 as appropriate.

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Record Keeping and Reporting

Proponent must maintain a complete record of cleaning, inspections and repairs done for all City Bunker Suits. The detail of requirements for record keeping and reporting is set out in Annex 1. Please outline the record keeping process and provide examples of records management. Proponent should provide samples of any reports that would be of interest and of advantage to the City. Refer to Part B - Scope of Work - Section 15 and Annex 1 - Detailed Requirements - Section 11.

Samples

Short-listed Proponents may be required to submit six (6) sets of custom fitted Bunker Suits that meet the requirements in Annex 1 for wear testing for minimum 8 weeks at no expense to the City within time specified. Refer to Part B - Section 16.0 for details. Please advise if you are able to provide samples to the City.

Environmental

Proponents are required to provide detail work plan and removal methods meeting the “zero discharge” and “zero pollution” standards for the turnout gear care program. Refer to Environmental Sustainability - Environmental Operations - **Section 3.0 for details.**

Bunker Suit Requirements

Proponent is to advise if they are able to meet, the requirements listed in Part B - Annex 1 - Section 2.0. Provide response in the same sequence as in Section 2.0 - Bunker Suit Requirements.

Coat Requirements

Proponent is to advise if they are able to meet, the requirements listed in Part B - Annex 1 - Section 3.0. Provide response in the same sequence as in Section 3.0 - Coat Requirements.

Pants Requirements

Proponent is to advise if they are able to meet, the requirements listed in Part B - Annex 1 - Section 4.0. Provide your response in the same sequence as in Section 4.0 - Pants Requirements.

Packaging and Delivery

Proponent to provide details to its ability to meeting the delivery requirements or offer its best solution that will provide best value for the City. Refer to Part B - Scope of Work - Annex 1 - Detailed Requirements - Section 5.0.

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Care Program

Advance and Specialized Cleaning, Inspection, Repair and Alteration of Bunker Suits. Proponent to provide details to its ability to meet the above the listed requirements or offer its best solution that will provide best value for the City. Refer to Part B - Scope of Work - Annex 1 - Detailed Requirements - Section 6.0.

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National Fire Protection Agency (NFPA) and Manufacturer Compliance

Proponent to provide a detailed description on how their offered product meet and/or exceed the above requirement for NFPA compliance. Refer to Part B - Scope of Work - Annex 1 - Detailed Requirements - Section 7.0.

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Capacity and Lead Time

Proponent should provide complete details regarding their capacity or potential expected capacity relating to the Care Program. Refer to Part B - Scope of Work - Annex 1 - Detailed Requirements - Section 8.0.

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Equipment, Products and Personnel

The Proponent shall specify the make, model and manufacture year of the machinery to be used for cleaning, inspection, repair and alternation in addition to the turnaround of downtime for the machinery and any relevant service details that would affect service to City's Bunker Suits.

Chemicals being used in the cleaning of the Bunker Suits shall be specified.

Proponent should outline the training program for staff performing the repair and cleaning to the City's Bunker Suits.

Refer to Part B - Scope of Work - Annex 1 - Detailed Requirements - Section 9.0.

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Site Security

Proponent to detail storage, security, and handling processes for the City's Bunker Suits while at their facility. Proponent shall be responsible and billed for the replacement of lost items, or items damaged via negligent repair or cleaning process. Refer to Part B - Scope of Work - Annex 1 - Detailed Requirements - Section 10.

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Repairs

Please state the ability to meet NFPA standards 1851 - 2020 Edition and NFPA 1971 - 2018 Edition for repairs and alterations and the availability of the same materials as the OEM suppliers. Refer to Part B - Scope of Work - Annex 1 - Detailed Requirements - Section 12.0

Performance Testing

Please state if the proponent will adhere to the performance-testing requirement in Annex 1 - Detailed Requirements - Section 13.0.

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SOCIAL SUSTAINABILITY

SUPPLIER DIVERSITY

Proponents are required to answer to the following question, which will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications 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 LGBTQ2+ people).

<p>Majority owned/controlled/ by:</p> <p><input type="checkbox"/> Women</p> <p><input type="checkbox"/> Indigenous Peoples</p> <p><input type="checkbox"/> Non-Profit/Charity (Social Enterprise)</p> <p><input type="checkbox"/> Coop</p> <p><input type="checkbox"/> Community Contribution Corporation (3C/CCC)</p> <p><input type="checkbox"/> Ethno-cultural Persons</p> <p><input type="checkbox"/> People with Disabilities</p> <p><input type="checkbox"/> LGBTQ2+</p> <p><input type="checkbox"/> Other: please indicate</p> <p><input type="checkbox"/> None of the above</p>	<p>Social / Diverse Certifications</p> <p><input type="checkbox"/> BCorp</p> <p><input type="checkbox"/> Supplier Diversity Certification</p> <hr/> <p>Enviro / Other Certifications</p> <p><input type="checkbox"/> BuySocial</p> <p><input type="checkbox"/> Living Wage</p> <p><input type="checkbox"/> Fairtrade</p> <p><input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)</p> <p><input type="checkbox"/> Other: please indicate</p> <p><input type="checkbox"/> None of the above</p>
---	--

INDIGENOUS PARTICIPATION

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous peoples or organizations? Y/N

a. If yes, please describe in detail:

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

b. Please provide information on how you invest in economic development of small small/social/diverse businesses as your suppliers or sub-contractors.

What % or \$ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?

Category of Social Value Businesses (Majority owned/controlled/certified by)	# of Businesses	\$/% of Contract	Name of the Businesses Being Sub-contracted
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			
LGBTQ2+			
Non-Profit/Charity (Social)			

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Enterprise)			
3C/CCC; Coop ; BCorp			
Other			

EMPLOYMENT EQUITY & WORKFORCE DIVERSITY

EMPLOYMENT EQUITY

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)

--

2. Do you regularly conduct an employee equity “survey” or similar information/data collection on workforce diversity? Y/N
a. Please describe how you track/monitor your workforce diversity including frequency.

--

3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N

--

a. Please describe and/or use the table below:

Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (optional if makes sense)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

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4. Do you support training for career advancement and/or skills development?
a. If yes, please describe.

5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N
Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe.

WORKFORCE DIVERSITY

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, [diversity](#), [inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<p><u>Overall Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate 	<p><u>Leadership/Management/Executive Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate
<p><u>If you choose not to respond please indicate why:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>Do not track this information</u> <input type="checkbox"/> <u>Do not want to share this information</u> 	

ENVIRONMENTAL SUSTAINABILITY

ENVIRONMENTAL OPERATIONS

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases)

1. For the following, please indicate those you track and/or report

	Track	Report
--	-------	--------

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GHG Emissions	<input type="checkbox"/>	<input type="checkbox"/>
Energy usage	<input type="checkbox"/>	<input type="checkbox"/>
Water usage	<input type="checkbox"/>	<input type="checkbox"/>
Any hazardous/toxic air or water emissions	<input type="checkbox"/>	<input type="checkbox"/>
Generation/recycling/reduction of solid waste	<input type="checkbox"/>	<input type="checkbox"/>
Generation/recycling/reduction of hazardous	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

- a. If reporting, please indicate to whom or where
- Government(s)/Agencies
 - Industry Association(s) ie. “industry-wide [environmental product declaration](#)”
 - [CDP](#)
 - Global certification system ie. [World Business Council for Sustainable Development](#)
 - Other(s) ie. Concrete Sustainability Council

b. Do you request/require your supply chain to track and report any of the above? Y/N, explain.

2. Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals
- Increase [renewable energy](#) sources and/or reduce the company’s overall energy usage
 - Reduced carbon use, GHG emissions or use of ozone depleting substances
 - Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration
 - Recycled water or other water recovery systems to reduce the use of potable water
 - Responsibly dispose of all hazardous waste generated from production.
 - [2030 Sustainable Development Goals of the United Nations](#)
 - Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact.

Please provide details:

Do you engage with your supply chain on any above noted issues? Y/N, explain.

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3. The City of Vancouver has adopted a “zero pollution” and “zero discharge” standard for the turnout gear care program. As such, any wastes generated from the application of chemical cleaning agents, detergents or bleaches, organic solvents or paint removers, (all together Cleaning Agents”) or other agents used in conjunction with Cleaning Agents, including equipment or material that becomes contaminated during the process, must be contained and /or treated such that no pollution is emitted to the environment.

Chemicals listed under [Schedule 1 of the Canadian Environmental Protection Act \(CEPA\)](#) should not be used. In addition, use of methylene chloride or products containing methylene chloride is prohibited.

Sweep up paints chips, grits, sand, and other debris and placed into a waste container. Dispose of paint chips, grits, sand and other debris to an appropriate waste treatment facility.

Minimize use of water and Cleaning Agents.

- Use the least amount of water possible to clean the turnout gear. All water used in turnout gear cleaning has the potential to carry paint, diesel fuel, oil, tar, waxes and, other residue on the washed surface, and in some cases particles from the washed surface itself, into the stormwater system.
- Use the least amount of any chemical products possible. It will be easier to properly apply, contain, clean-up and dispose of small amounts of chemicals.

With respect to turnout gear care program, Section 3 of the Bylaw prohibits discharge, without express permission, into a sanitary sewer or combined sewer substances which have the following characteristics:

- Solid with particle size greater than 0.5 cm in any dimension, suspended solids content of more than 600 milligrams per litre, or garbage;
- Greases at a concentration of 150 milligrams per litre or which contains more than 15 milligrams per litre of substances derived from petroleum sources;
- Acidic or alkaline waste or waste water having a pH lower than 5.5 or higher than 10.5;
- Liquid or vapour having a temperature than 6.5°C; and,
- Toxic substances.
- Discharge, directly or indirectly, or cause to be discharged, into the storm drainage system or watercourse, water or waste having the following characteristics:
 - o Water or wastes with a total suspended solid content of more than 75 milligrams per litre;
 - o Water or wastes containing grease in a concentration more than 15 milligrams per litre;
 - o Acidic or alkaline waste, prior to discharge, having a pH lower than 6.0 or higher than 9.0;
 - o Chemical wastes;
 - o Liquids or vapours having a temperature higher than 40°C; and,
 - o Deleterious substances as defined in Section 34(1) of the federal *Fisheries Act*.
- Placement, or discharge, or cause to be placed or discharged, into the sewerage system, the storm drainage system, or watercourse any of the following:

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- Explosive or flammable substances;
- Poisonous and infectious substances;
- Corrosive or noxious substance;
- Hazardous wastes as defined by the British Columbia Environment Management Act (formerly named Special wastes in the BC Waste Management Act);
- High temperature wastes;
- Truck wastes; and,
- Obstructive wastes.

In addition, the Bylaw requires that accidental discharges of prohibited substances into public or private sewerage system, storm drainage system or watercourse, be reported.

In accordance with Section 8 of the “Wastewater and Storm Water Discharge and Quality Standards” persons in violation of the provisions of this By-law may be found guilty of an offence against this By-Law and liable to penalties. Penalty for offences against this By-Law may result in fines of not less than \$250 or more than \$10,000 for each offence.

Contain and curb any spill so that it does not enter the stormwater system. Wipe up a small spill with a rag immediately. Report a large spill of a chemical agent (greater than 1L) to the City of Vancouver Environmental Protection Branch at 604 873 7528. Clean up the spill (if it is safe to do so) once the spill is contained.

It is the proponent’s responsibility to ensure their proposed work plan is in compliance with other associated legislation and by-laws within the proponent’s jurisdiction.

Monitoring of successful proponent compliance will be carried out by the City officials without Prior notice.

Proponent intending to carry out turnout gear care program in Vancouver must adhere to City of Vancouver Sewer and Watercourse By-Law No. 8093 (“Bylaw”) with particular emphasis placed on Section 3 - “Wastewater and Storm Water Discharge and Quality Standards”. Please indicate if you will adhere to the [By-Law No. 8093](#).

- Yes
- No

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VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Section 1: Vendor responsibilities for ensuring ethical supply-chain and workforce

1. Describe any corporate efforts (policies/programs) that aim to ensure ethical purchases, production and/or suppliers (including but not limited to Code of Conduct/Ethics or equivalent);
 - a. Provide supporting documentation
2. Indicate which of the following affiliations/certifications you have (check all that apply).
 - [Fair Labour Association](#)
 - [ILO International Labour Standard](#)
 - [Fair Factories Clearinghouse](#)
 - [Worker's Rights Consortium](#)
 - [Worldwide Responsible Apparel Production \(WRAP\)](#)
 - [PPAI Code of Conduct](#)
 - [QC Alliance](#)
 - [SEDEX](#)
 - [CDP](#)
 - [Other:](#)
3. Does your company require suppliers to be members of any organizations listed above? (Yes / No)
4. Are all your production factories required to sign your company Supplier Code of Conduct/Ethics (or equivalent) that recognizes the ethical, labour and/or human rights standards of FLA or ILO? Yes/No
 - a. What frequency (annually)?
 - b. Please include copies from each factory
5. Describe how your company verifies compliance to the standards in your Supplier Code of Conduct.

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- a. We rely on a complaint based system to identify supplier non-compliance. (Yes / No)
 - b. We publicly disclose the names and locations of our factories. (Yes / No)
 - c. We conduct internal audits of our supply chain and/or accept credible audits from other partners/3rd parties. (Yes / No)
 - d. We work with factories to resolve identified issues. (Yes / No)
6. For ALL factories/manufacturers, please complete the table below with:
- a. the Factory Name(s)
 - b. Location/address
 - c. the product(s) being produced with any other brand/labels
 - d. Ethical, fair, human rights standards or certifications (including but not limited to those listed).

Factory Name	Location/Address	Product Type(s) & Brands/Labels	Factory Affiliations/Certifications	
1.		a. b. c.	FLA ILO SA800 ISO#	WRAP PPAI CDP Other
2.		d. e. f.	FLA ILO SA800 ISO#	WRAP PPAI CDP Other
3.		g. h. i.	FLA ILO SA800 ISO#	WRAP PPAI CDP Other
4.		j. k. l.	FLA ILO SA800 ISO#	WRAP PPAI CDP Other

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(The items listed in this table shall correspond to the list of items in Appendix 3 - Commercial Proposal) Proponents may expand this table for additional entry.

5. Provide any details, from the last three (3) years of any social, ethical, or environmental compliance violations and/or production factory audits, include factory, details of violation/audit, when and whom did the investigation/audit (brands, buyer, 3rd party)
 - a.
 - b.
 - c.
 - d.

6. Highlight any additional social, community, enviro programs, initiatives or affiliations you may have (include relevant policies, documentation, links etc)

Section 3: Environmental Management Supply Chain

1. Explain the policies and programs your company has in place to manage or monitor supplier environmental impact.
 - a. We have a documented Environmental or Sustainability Policy. (Yes / No)
 - b. We adhere to an environmental management system registered to ISO 14001 or other standard (e.g. EMAS). (Yes / No)
Please specify: _____
 - c. We adhere to a non-registered environmental management system. (Yes / No)
 - d. We conduct compliance audits to health, safety and environmental legislation. (Yes / No)
 - e. We produce a publicly available annual environmental, CSR, sustainability or accountability report. (Yes / No)

2. Describe how your company works with its supply chain to improve environmental performance, particularly in relation to the use of chemicals, water and energy:
 - a. We share our environmental policy and communicate our desire for continuous improvement in their environmental performance. (Yes / No)
 - b. We select manufacturers and suppliers on criteria that include environmental performance. (Yes / No)
 - c. Our materials are from mills that are [Bluesign System Partners](#) or [OekoTex](#) certified or meet other formal environmental management standards. (Yes / No) Please describe: _____

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- d. Our material suppliers adhere to credible restricted substances lists (RSL) that meet and exceed regulatory requirements to minimize and avoid harmful chemicals in products. (Yes / No) Please describe: _____
- e. Our supplier are members of industry or other organization working toward credible environmental standards (Yes/No)
Please describe: _____

Section 4: Waste Reduction

- 1. Indicate specifically how your company would reduce the packaging associated with supply and delivery of each of the product types? Include a description of the type of packaging and efforts to reduce the packaging.
Describe: _____
- 2. Answer the following about the proposed packaging. Packaging:
 - a. is recyclable in British Columbia. (Yes / No)
 - b. contains Styrofoam, bubble wrap or other hard-to-recycle materials. (Yes / No) If yes, please specify: _____
 - b. has a minimum of 50% post-consumer waste recycled content in paper products. (Yes / No)
 - c. does not contain inks, dyes, pigments, stabilizers or any additives to which any lead, cadmium, mercury or hexavalent chromium has been intentionally introduced. (Yes / No)
- 3. Describe how your company works to reduce waste in its daily operations.
 - a. We conduct regular audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy. (Yes / No) _____
Please describe: _____
 - b. We have set publicly available waste reduction targets. (Yes / No) Please describe _____
 - c. We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges. (Yes / No)
 - d. We have other recycling programs in our operations. Please specify additional materials recycled: _____

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Back-up documentation to verify responses (when required)

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation to supplement the evaluation process.

Section	Question	Back-up Documentation
Section 1	1	<ul style="list-style-type: none"> • Location details of factory
	2	<ul style="list-style-type: none"> • A copy of Supplier Code of Conduct or policy
	3	<ul style="list-style-type: none"> • A copy of third-party audit reports • A list of publicly disclosed factories
	4	<ul style="list-style-type: none"> • Proof of membership
	5	<ul style="list-style-type: none"> • Documentation of supplier's membership
Section 2	1	<ul style="list-style-type: none"> • A copy of policy • Proof of safety management system certification
	2	<ul style="list-style-type: none"> • Documentation of employee benefit packages and a list of those who receive benefits
	3	<ul style="list-style-type: none"> • A copy of policies
Section 3	1	<ul style="list-style-type: none"> • A copy of policy • Proof of environmental management system certification • A copy of public report
	2	<ul style="list-style-type: none"> • Program or policy providing guidance to environmental performance • Supplier product statement
Section 4	1	<ul style="list-style-type: none"> • Process description or work instruction for packaging of products
	2	
	3	<ul style="list-style-type: none"> • Total tonnes of solid waste generated • A copy of reduction targets

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**APPENDIX 3
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in Excel format posted along with this RFP on the City website.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

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

Appendix 3 consists of the following tables in Excel format as a separate file:

- Table A - Pricing Schedule for Fire Bunker Suit
- Table B - Pricing Schedule for Care Program
- Table C - Unit Pricing for Additional Maintenance and Care not listed in Table B
- Table D - Unit Pricing for Repair
- Table E - Extended Warranty
- Table F - Annual Volume Incentive
- Table G - Terms of Payment

To the extent that the Pricing Schedules expresses 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.

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**APPENDIX 4
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

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	
------------------------	--

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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
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

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**APPENDIX 5 - CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL**

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION _____

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

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

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

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

6. UMBRELLA OR EXCESS LIABILITY INSURANCE **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 _____

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**APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

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) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

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

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

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 _____ (*vendor name*).

Signature: _____

Name and Title: _____

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APPENDIX 7
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - 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

**Reference: #PS20211128 - SUPPLY, DELIVERY, MAINTENANCE AND CARE OF STRUCTURAL
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With the provision of my signature at the foot of this statement I, _____
_____ (Print Name)

consent to the indirect collection from _____
_____ (Print Name of Proponent) of

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

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

Signature

Date

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**APPENDIX 8
 SUBCONTRACTORS**

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

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

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	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. 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

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APPENDIX 10
CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - 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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APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.



SAMPLE SUPPLY AGREEMENT

BETWEEN:

SUPPLIER NAME

AND:

CITY OF VANCOUVER

RELATING TO

RFP PS20211128

**SUPPLY, DELIVERY, MAINTENANCE AND CARE OF STRUCTURAL
FIREFIGHTING PROTECTIVE CLOTHING**

DATED < ☞ >

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[]>

BETWEEN:

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

(hereinafter referred to as the “Supplier”)

AND:

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

(hereinafter referred to as the “City”)

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

AND WHEREAS the City wishes to procure <[]> from the Supplier upon and subject to the terms and conditions hereinafter set forth,

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

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**ARTICLE 1
INTERPRETATION**

1.1 Definitions

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

- (a) **“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **“Background IP”** has the meaning ascribed thereto in Section 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:

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

but does not include:

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

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

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- (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
- (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;
- (q) **“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (r) **“Group”** means:
 - (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
 - (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (s) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (t) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;

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- (u) **“Key Project Personnel”** means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (v) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials , which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;
- (w) **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) **“Preferred Supplier”** means a person named in Schedule F;
- (aa) **“Proposal”** means the Supplier’s proposal dated ____, submitted by the Supplier to the City in response to the RFP;
- (bb) **“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;
- (cc) **“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;
- (dd) **“RFP”** means the City’s Request for Proposal number PS20211128;
- (ee) **“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.
- (ff) **“Sales Tax”** has the meaning ascribed to such term in Section 16.1;

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- (gg) **“Site”** means each of the City worksites and other places at which any part of the Supply shall be performed.
- (hh) **“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;
- (ii) **“Supplier’s Manager”** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (jj) **“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;
- (kk) **“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;
- (ll) **“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;

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(mm) “Variation” has the meaning ascribed to such term in Section 3.9(a); and
NTD: Delete if Section 3.9 is deleted.

(nn) “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

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elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

- (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- (iii) the general partner of a limited partnership controls the limited partnership; and
- (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

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

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Specific Deliverables
Schedule E	Time Schedule for Supply
Schedule F	Preferred Suppliers
Schedule G	Project Budget
Schedule H	City Policies
Schedule I	Key Project Personnel
Schedule J	Site

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 third (3rd) 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 (3) successive two (2)-year periods following the third (3rd) anniversary of the Effective Date, maximum up to nine (9) years at the option of the City, upon written notice from the City to the Supplier.

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- (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.
- (e) **<Consider whether the Ethical Purchasing Policy is applicable here (apparel or agricultural products) and, if so, make specific changes to the Agreement to implement it.>**

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

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personnel to carry out the provision of the Supply within the times and in the manner required by the City.

- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

3.4 Design Review - Intentionally Omitted

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.

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- (b) <☒>The Supply shall, when completed, constitute [●]/[a fully operable, turn-key [●], ready for immediate use by the City and fit for the use for which it is intended and the Supplier warrants that the Supply shall, upon completion, be without defects or imperfections and shall function correctly and adequately and without any need of repair or improvement for at least [●] months following the completion of the Supply or such defects, imperfections or failures to function correctly and adequately shall be remedied by, or such repairs or improvements shall be undertaken by, the Supplier, without cost or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.> <☒>NTD: **Modify or delete as necessary.**>
- (c) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of <☒> year[s] from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials. <☒>NTD: Edit as necessary.>
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

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- (b) The City City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however 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

NTD **Delete this Section 3.9 if the City doesn't require, or it is not appropriate for the City to have, the ability to force a change to the work.>**

- (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.

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- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

3.10 Tests; Defects and Acceptance

- (a) When When, in the Supplier's judgement, any part of the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.>
- (b) If a Defect appears the testing described in the foregoing Section 3.10(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.10(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

3.11 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
 - (i) payment therefor by the City;
 - (ii) its delivery to a fixture to any part of the Site; and

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- (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 the completion of the Supply to the satisfaction of the City.

3.12 Living Wage - Intentionally Omitted

**ARTICLE 4
PREFERRED SUPPLIERS**

<NTD: Delete this ARTICLE 4 if not relevant.>

4.1 Procurement of Supplies

If so required as part of the Supply specified in Schedule A (Scope of Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

- (a) those materials and/or services specified in Schedule F (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) where no particular materials and/or services are specified in Schedule F (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

4.2 Information Concerning Alternative Suppliers

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or

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- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

4.3 Use of Alternative Suppliers

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule F (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

ARTICLE 5 CONTRACT MANAGERS

5.1 City's Managers

- (a) The City hereby designates each of <redacted> and <redacted> 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

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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 <☐> and <☐> 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 <☐> duly organized, validly existing and in good standing under the laws of <☐> and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) all statements made by the Supplier in its Proposal are true and accurate;

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- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;

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- (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.

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- (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

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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**

<NTD: Delete this ARTICLE 7 and Schedule I if not relevant.>

7.1 Separate Personnel

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.
- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.
- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price. <NTD: Delete the foregoing two if irrelevant.>

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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.

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- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

**ARTICLE 8
REPORTING**

8.1 Progress Reports

- (a) ~~Quarterly~~ ~~Monthly~~ progress reports shall be prepared by the Supplier and submitted to the City in ~~a~~ format reasonably acceptable to the City ~~the format required by the schedules hereto, if any, or as otherwise required by the City~~, each within seven days after the last day of the [month/quarter] to which it relates.
- (b) Each such progress report shall include (as a minimum): ~~NTD: Amend as necessary or delete.~~
 - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
 - (ii) copies of any quality assurance documents;
 - (iii) disclosure~~,~~ in the form of Appendix ~~,~~, ~~NTD: Add appendix and references if applicable~~ detailing the type(s) and quantity(ies) of fuel(s) used by the Supplier and its Subcontractors to operate vehicles, equipment and machinery in the delivery of the Supply from the date of the last such report (or, if none, from the Effective Date) to the date that is 15 days before the date of the report. ~~NTD: Delete this paragraph if inapplicable.~~
 - (iv) information and statistics relating to health, safety, environmental and community relations aspects of the Supply;
 - (v) health and safety statistics, including details of:
 - (A) any Safety Incidents or other injuries, accidents, or safety or near-miss incidents relating to the safety of the Supply; and
 - (B) any hazardous accidents, incidents and activities relating to environmental aspects of the Supply or community relations, including any Releases of any Hazardous Substances; and
 - (vi) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise any aspect of the Supply or the timing therefor.

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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 to the City upon the termination of the Supply hereunder, a report, in the form of Appendix **NTD: Add appendix and references if applicable**> detailing the type(s) and quantity(ies) of fuel(s) used by the Supplier and its Subcontractors to operate vehicles, equipment and machinery in the delivery of the Supply hereunder. **NTD: Delete this paragraph if inapplicable.**>
- (b) The Supplier shall provide any additional reports and information regarding the Supply or the Site reasonably requested by the City at any time.

**ARTICLE 9
PAYMENT; AUDITS**

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
 - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
 - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia) in relation to the Supply if no liens then exist. **NTD: Consider whether the BLA applies and withhold as appropriate. Also, consider whether additional holdbacks should be imposed by contract (for defects, etc.), or the supplier should be required to post security.**>
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the

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City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.

- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

9.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
 - (i) the 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.

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- (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

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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.

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10.4 Access to the Site

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

**ARTICLE 11
LIABILITY AND INSURANCE**

11.1 Covenants of Indemnification by the Supplier

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

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- (l) 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:

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- (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;
- (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,

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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 \$5,000,000 per occurrence and at least \$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, sudden & accidental pollution, 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;

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- (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:
 - (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 distributor, vendor, manufacturer or similar supplier would require to protect their performance of Supply or their operations.

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- (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, policy holder, 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.

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- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 45 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 45 days.

12.2 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 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 or undertakes, 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

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- (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

12.3 Supplier Termination Rights

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

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
 - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
 - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and

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- (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 \$, 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.

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- (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**

<NTD: Delete or reduce this ARTICLE 14 (and update numbering if required) if the goods and services provided under the contract do not have significant IP aspects.>

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,

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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;

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- (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).

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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

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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

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- (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.

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**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

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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: <☒>
Email: <☒>

- (ii) if to the City:

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

Attention: <☒>
Email: <☒>

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.

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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.

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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

Signature

Print Name and Title

Signature

Print Name and Title

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SCHEDULE A -
SCOPE OF GOODS AND SERVICES

<☒ The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.>

The Supplier represents and warrants to perform the Supply as described in Schedule A. Failure to deliver the Supply as described in Schedule A, as well as other terms and conditions throughout this Agreement, would be considered as Supplier performance concerns that could be taken into consideration during evaluation for any future proposal submissions from the Supplier.

SAMPLE

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**SCHEDULE B -
PRICES FOR SUPPLY**

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

The Supplier represents and warrants to commit the prices and other terms and conditions as described in Schedule B. Failure to commit the prices and other associated terms and conditions as described in Schedule B would be considered as Supplier performance concerns that could be taken into consideration during evaluation for any future proposal submissions from the Supplier.

<☒ Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.> <☒ NTD: Delete if not applicable.>